

CHOICE NEIGHBORHOODS INITIATIVE
PARTNERSHIP LEGAL CONTRACT
BETWEEN
HOUSING AUTHORITY OF THE CITY OF NORWALK,
NORWALK REDEVELOPMENT AGENCY,
TRINITY WASHINGTON VILLAGE LIMITED PARTNERSHIP, HOUSING OPPORTUNITIES UNLIMITED, AND
STEPPING STONES MUSEUM FOR CHILDREN, INC.

This Choice Neighborhoods Initiative ("CNI") Partnership Legal Contract (this "Agreement") is entered into as of the 30th day of August, 2013, among the HOUSING AUTHORITY OF THE CITY OF NORWALK ("NHA"), the NORWALK REDEVELOPMENT AGENCY ("NRA"), TRINITY WASHINGTON VILLAGE LIMITED PARTNERSHIP ("Trinity"), an affiliate of Trinity Financial, Inc., HOUSING OPPORTUNITIES UNLIMITED ("HOU"), and STEPPING STONES MUSEUM FOR CHILDREN, INC. ("Stepping Stones") in connection with the transformation of the South Norwalk neighborhood in Norwalk, Connecticut and the comprehensive redevelopment of Washington Village, a distressed public housing development in the neighborhood. In accordance with the FY2013 Choice Neighborhoods Initiative ("CNI") Implementation Grant NOFA ("NOFA"), this Agreement serves as the Partnership Legal Contract.

RECITALS

- A. NHA successfully applied for and received a 2010 CNI Planning Grant and it and the parties to this Agreement led a community-driven planning process to create a comprehensive Transformation Plan ("Plan") that addresses the key components of Neighborhood, Housing and People, with a focus on redeveloping the Washington Village public housing site and replacing the units on multiple sites in the South Norwalk neighborhood.
- B. NHA is the owner of the Washington Village public housing site (the "Existing Development") and is submitting an application (the "Application") as Lead Applicant to the United States Department of Housing and Urban Development ("HUD") for a CNI Implementation Grant (the "Grant") in accordance with the FY2013 CNI NOFA.
- C. The City of Norwalk's Redevelopment Agency ("NRA") is submitting as Co-Applicant with NHA for the HUD Grant and, as such, agrees that it will be jointly and severally liable with NHA, as Lead Applicant, for performance of the Grant. NRA is also a Principal Team Member and will serve as the Neighborhood Implementation Entity. NRA is responsible for overseeing the City's redevelopment efforts, business development, affordable housing and improvements, homelessness, public services, public facilities, and program funding for federal grants.
- D. NHA issued a Request for Qualifications for a Master Developer to serve as Principal Team Member and Housing Lead on December 29, 2011. With the participation of NRA, Trinity was selected and began working on the Housing component of the Washington Village/South Norwalk Transformation Plan. A Memorandum of Understanding ("MOU") between NHA and Trinity was executed on February 6, 2013. As the Housing Implementation Entity Trinity has the responsibility to implement the housing program, per development budgets approved by NHA and in accordance with HUD's CNI Grant Agreement, HUD's Cost Containment and Safe Harbor Guidelines, and other applicable HUD regulatory requirements.

- E. Housing Opportunities Unlimited is a Principal Team Member and will be the People Implementation Entity. HOU was procured via a competitive Request for Proposals process to serve as the case management and relocation entity for the revitalization effort. HOU has a 30 year history of providing case management services and supportive services coordination and relocation in public and subsidized housing at 57 sites in six states and the District of Columbia.
- F. Stepping Stones Museum for Children, Inc. will serve as the Principal Education partner and will work closely with HOU to develop a seamless service delivery system focusing on children's cognitive and developmental skills. After nearly fourteen (14) years in operation, Stepping Stones is an award winning, multidimensional educational resource that is committed to proactively addressing community issues on behalf of children and families. In this capacity Stepping Stones serves as the anchor entity of Norwalk ACTS, a 45 member network of community organizations and businesses that has worked collectively to improve educational outcomes for Norwalk children for more than eight years.
- G. The parties to this Agreement and other members of the community have undergone a comprehensive local planning process culminating in a transformation plan ("the "Transformation Plan") for the South Norwalk neighborhood as further described in the Application that will, if the Application is successful, be implemented in accordance with the requirements of the Grant.

All parties agree that this Agreement is intended to establish a collaborative governance model to guide ongoing investment opportunities and planning initiatives to support the transformation of the South Norwalk neighborhood. This commitment to public/private integration has the potential to transform the South Norwalk community and connect substantial investments in community development, infrastructure, housing, education, and services with future employment opportunities to drive long-term economic development in the heart of the city.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and underlying promises, which the parties agree to be good and valuable consideration, the parties agree as follows:

I. **Basic Commitments of NHA, NRA, Trinity, HOU, and Stepping Stones**

A) Commitment to the Transformation Plan and Implementation Schedule. NHA, NRA, Trinity, HOU, and Stepping Stones each acknowledge that they:

- i) have reviewed the FY2013 CNI NOFA and related guidance from HUD;
- ii) have participated in the preparation of the Transformation Plan and Application; and
- iii) are fully committed to the goals and requirements of the NOFA, the Transformation Plan, the Application, the requirements of the Grant, and this Agreement and agree to take all actions necessary to effectuate the requirements of the Transformation Plan in accordance with HUD requirements.

B) Commitment to Work Collaboratively. NHA, NRA, Trinity, HOU, and Stepping Stones commit to work collaboratively throughout the entirety of the Grant. Section VIII herein provides greater detail on the process for implementation decision-making and settling disputes as required by the NOFA.

C) Leverage of Available Funds. All parties will leverage available federal, state, local, and private funds with additional public and private funding to support integrated strategic investment for transformation in the South Norwalk neighborhood and its immediate surrounds.

D) Incorporation of NOFA and Grant Agreement Requirements. The parties are entering into this Agreement in furtherance of the Application, and as required by Section III.C.2.a(2) of the NOFA. The parties intend that this Agreement shall conform to and satisfy all requirements of the NOFA. In the event of any inconsistency between any NOFA requirement and the provisions of this Agreement, or in the event of a failure to include a provision necessary to satisfy such requirements, then this Agreement shall be construed to incorporate a provision satisfying such NOFA requirements and, if necessary, the parties will execute in writing an amendment to this Agreement. In addition, the parties agree to amend this Agreement to comply with the provisions of the HUD Grant Agreement should a Grant be awarded.

E) Subsequent Implementation Agreements. This Agreement is intended to provide an overall framework for a cooperative, public-private, highly coordinated approach to implementation of the Transformation Plan. The parties to this Agreement acknowledge that the accomplishment of the Transformation Plan will require additional agreements between the parties, among several of the parties to this Agreement, and between separate parties to this Agreement and third parties (the "Subsequent Agreements"). All parties agree to work with each other in good faith to execute the Subsequent Agreements in accordance with the Transformation Plan Implementation Schedule and further agree that all Subsequent Agreements shall require compliance with this Agreement and any amendments hereto. The Subsequent Agreements will include, as applicable to the contracting parties and the contracted service or good, the standard contract provisions required by the parties and/or HUD dealing with non-discrimination, equal opportunity in employment and contracting, labor standards, ownership of work product, indemnification, insurance, tax withholding, conflicts of interest, prohibition on political activity and/or gain by public officials, and similar requirements. In addition, the parties recognize that the CNI Grant Agreement may require additional language to be included in the Subsequent Agreements. The parties agree that this Agreement does not cover specific funding or guarantee commitments (collectively, the "Funding Commitments") made by each party to the Transformation Plan. The parties further agree that this Agreement does not require the payment or transfer of money or property by a party to any other party to this agreement, although Current and Subsequent Agreements may involve the payment of money or transfer of funds and/or property, but such payments or transfers will be governed by the Current and Subsequent Agreements.

II. Responsibilities of NHA

A) Lead Applicant. NHA shall be the Lead Applicant for the Grant and will carry out all responsibilities required of the Lead Applicant as described in the NOFA and the Grant Agreement.

B) Lead Applicant Responsibilities. As provided in Section VIII.B. herein, an Implementation Coordinating Committee will be established to guide and oversee day-to-day implementation activities.

NHA will be a member of the Implementation Coordinating Committee and as Lead Applicant, with support from the Committee, will be principally responsible for:

- i) Coordination of all components of the Transformation Plan and for processing the approval of the Transformation Plan through HUD as may be necessary or appropriate. It is anticipated the Plan will include: supplemental information as requested by HUD; budgets covering program administration, rehousing, supportive services, and predevelopment and component phases of the development activities; waiver requests, if any; acquisition plans; implementation schedules; a detailed community supportive services plan for the People and Education components; and other information as HUD may require pursuant to the Grant Agreement;
- ii) Facilitating resident and neighborhood involvement in planning for and implementing the Transformation Plan for the South Norwalk neighborhood, including managing resident involvement in major decisions and developing and managing a coalition of stakeholders in support of the Transformation Plan;
- iii) Supervision and coordination of the Implementation Entities through the Implementation Coordinating Committee as detailed in Section VIII. Regular review meetings will be scheduled to discuss the current status and planned activities in connection with implementation efforts. NHA will enter into Service Agreements with HOU and Stepping Stones. NHA and Trinity will enter into a Master Development Agreement, as outlined in the MOU, for the purposes set forth therein, including replacement housing development to implement and manage the activities set forth in the Transformation Plan;
- iv) Sole access to the CNI Program funding through HUD's LOCCS and responsible for the administration of the funds disbursed from HUD under the Grant Agreement. NHA shall comply with all of the accounting, disbursement, and recordkeeping requirements set forth in the Grant Agreement;
- v) Preparation and disbursement of the Grant funds for predevelopment, development, administration, and services, subject to HUD review and approval;
- vi) Reporting and submitting all required documents and reports to HUD or other governmental agencies, including financial, management and project status activity reports;
- vii) Providing staff support during the entirety of the grant period;
- viii) Applying for State or other funding as opportunities arise, such as Super Storm Sandy CDBG-Disaster Relief funds administered by the State; and
- ix) Achieving replacement of the Washington Village public housing units.

C) Build Equitable Policies. NHA will engage other public partners to participate in the planning process to ensure support for equitable development and to shape and enforce good policy around development opportunities.

D) Site Control. NHA is the owner of the Washington Village public housing site and will lease the sites to be used for a portion of the Replacement Housing contemplated under the Transformation Plan.

III. Responsibilities of NRA

A) Co-Applicant. NRA, as Co-Applicant, agrees that it will be jointly and severally liable with NHA, as Lead Applicant, for performance of the Grant.

B) Neighborhood Implementation Entity. NRA, as the redevelopment agency for the City, will implement the Neighborhood component of the Transformation Plan and will be responsible for implementing day-to-day improvement activities associated with the Transformation Plan.

- i) NRA reaffirms its understanding of and commitment to the Neighborhood-related standards of the CNI Program, including that the Transformation Plan is intended to create the conditions necessary for public and private reinvestment in South Norwalk to offer the kinds of amenities and assets, including public safety, quality educational opportunities, and commercial activity, that are important to families' choices about their community.
- ii) NRA specifically commits to undertake the following activities, as detailed in the Application, at the direction of the NHA through the Implementation Coordinating Committee:
 - (1) Coordinating the services and activities of the larger Neighborhood Strategy Implementation Team ("NSIT"). Due to the public nature of the neighborhood strategies, achieving the neighborhood vision will require the involvement of all the Boards, commissions, and departments in the City of Norwalk that have assigned roles within the plan. NRA will be responsible for coordinating the work of these entities as they impact the neighborhood.
 - (2) Serving as the conduit to apply for and administer any CDBG– Disaster Relief or FEMA funding for Super Storm Sandy that may be received by the City of Norwalk for flood mitigation activities in the target neighborhood.
 - (3) Overseeing Section 108 loan fund activities and the City Neighborhoods program as they benefit the revitalization of the target neighborhood.
 - (4) Coordinating with Recreation and Parks and the Common Council to facilitate the prioritization of improvements to Ryan Park and secure related funding.
 - (5) Developing and administering new programs that directly impact neighborhood quality, which include a blight reduction rehabilitation loan program for homeowners and investors, the creation of a small business development loan program, and a multi-family homeowner incentive program.
 - (6) Coordinating with the Norwalk Police Department regarding the public safety initiatives targeted to the South Norwalk neighborhood.

- (7) Ensuring the timely transfer of City-owned properties at 13 and 20 Day Street to NHA for ground lease to Trinity for Phase 1 of the Housing replacement component.
- (8) In addition to ensuring the transfer of 13 and 20 Day Street properties for the Housing component, supporting the preservation of affordability through retention of existing, or development of new, affordable and market rate housing resources within the target neighborhood that are not part of the Housing replacement component.
- (9) Making strategic property acquisitions in and around the target neighborhood that further the improvement of the neighborhood and align with stated Transformation Plan goals.
- (10) Establishing a business task force focused on creating a South Norwalk Business Improvement District or similar organization that is charged with enhancing the retail competitiveness of South Norwalk businesses.
- (11) Applying for state and federal funding opportunities as they may arise during the course of the implementation period that may benefit the Neighborhood component of the Transformation Plan.
- (12) Collecting and analyzing data for planning, tracking, evaluation and ongoing improvement of neighborhood improvement efforts; and coordinating data collection with other key partners.

IV. Responsibilities of Trinity

A) Lead Housing Implementation Entity. Trinity, in collaboration with NHA and NRA, will implement the replacement Housing Component of the Transformation Plan and will be responsible for implementing day-to-day development and asset management activities associated with the Transformation Plan.

- i) Trinity specifically reaffirms its understanding of and commitment to the following Housing-related standards of the CNI program:
 - (1) The Transformation Plan is intended to replace distressed public housing with high-quality mixed-income housing that is well-managed and responsive to the needs of the surrounding neighborhood.
 - (2) Housing transformed with the assistance of the Grant is to be:
 - (a) Energy Efficient, Sustainable, Accessible, and Free from Discrimination. Housing that is well-designed, embracing not only the requirements of accessible design but also concepts of visitability and universal design, with low per unit energy consumption, healthy indoor air quality, built to be resistant to local disaster risk, with affordable broadband Internet access and operated free from discrimination;

- (b) Mixed-Income. Housing affordable to families and individuals with a broad range of incomes including, very low-income, low-income, moderate-income, and market rate or unrestricted; and
 - (c) Well-Managed and Financially Viable. Developments have budgeted appropriately for the rental income that reasonably can be generated from the project and meet or exceed applicable industry standards for quality management and maintenance of the property. In addition, the developments benefit from high quality maintenance over time with upgrades and replacements performed in accordance with applicable industry standards.
- (3) The Transformation Plan will ensure that previous residents of Washington Village benefit from transformation by preserving affordable housing in the South Norwalk neighborhood. The Transformation Plan further includes, and Trinity will participate in, resident involvement in planning and implementation activities in accordance with the NOFA.
- (4) The Transformation Plan's redevelopment activities will include the replacement of 136 public housing units and the incorporation of appropriate mixed-use facilities within the new mixed-income development as detailed in the Transformation Plan.
- (5) Housing developed under the Transformation plan will:
- (a) remain affordable for a minimum of forty (40) years pursuant to legally enforceable, recorded documents consistent with the long-term viability of the housing; and,
 - (b) be provided in conformity with civil rights laws and their implementing regulations, including, but not limited to, the Fair Housing Act, Title VI of the Civil Rights Act of 1964, and the Rehabilitation Act of 1973 and applicable site and neighborhood standards such as 24 CFR 1.4(b)(3) and 24 CFR 941.202 (and all programs and activities related to the Grant including demolition or disposition, relocation, replacement, and re-occupancy of housing units shall be conducted in compliance with federal civil rights laws).
- ii) Trinity will carry out its redevelopment activities in full compliance with applicable labor standards including Davis-Bacon wage rates (to the extent applicable), and specifically agrees to create resident employment opportunities and contract with Section 3 business entities in a manner that, at a minimum, complies with HUD's regulations.

V. Joint Responsibilities of NHA, NRA and Trinity

A) Housing Replacement Plan. NHA, as Lead Applicant with site control of the Washington Village property, NRA, as Co-Applicant coordinating the City's site control through an existing Option Agreement for 13 and 20 Day Street for replacement housing, and Trinity, as Lead Housing Implementation Entity, shall jointly develop and agree to the replacement housing plan. The replacement plan as outlined in the Transformation Plan includes:

Phase	Site	Public Housing		Workforce Housing		Market Rate		Total
1	13+20 Day St.	40	49%	18	23%	23	28%	81
2	WV site	41	50%	21	25%	21	25%	83
3	WV site	55	50%	28	26%	26	24%	109
Total		136	50%	67	25%	70	25%	273

- i) Any addition or deletion of sites to this plan, or substantial change in number of units for the sites identified, must be jointly agreed to by the NHA and its Board, NRA, the Common Council, and Trinity, and approved by HUD.
 - ii) The replacement housing sites will be subject to the Master Development Agreement, the terms of which will be negotiated in accordance with each party's financial interests, including but not limited to, development and construction equity, guarantees, investor requirements, and deficits. Trinity is required to provide construction completion, operating deficit and/or tax credit compliance guarantees and shall be the managing member, or managing partner, of each new Development entity for the phased development.
 - iii) Developer fee split between NHA and Trinity has been negotiated in the MOU and will be detailed in the Master Development Agreement. Developer fee will comply with Connecticut Housing Finance Agency (CHFA) guidelines, if applicable, and HUD guidelines (HUD Cost Control and Safe Harbor Standards), and approved by those agencies.
 - iv) Trinity, as the party providing the construction completion, operating deficit, and tax credit compliance guarantees, shall have lead responsibility for selecting the general contractor and debt and equity provider. NHA and NRA, through the Implementation Coordinating Committee, will participate in the solicitation and review of competitive proposals (minimum of three entities to be solicited for each service) for general contractor and debt and equity provider. Trinity Management will serve as the property management agent.
 - v) For each phase, the Norwalk Housing Authority will be granted the first right and option to acquire the property and associated reserves, including the replacement reserve and any reserves associated with the NHA's funding commitments under the Regulatory and Operating Agreement, at the end of the tax credit compliance period at the lowest price that is permitted under Section 42(i)(7) of the Internal Revenue Code of 1986, as amended. Such agreement will provide that if Section 42 of the Internal Revenue Code of 1986 is amended to permit the purchase price under the option to be the same as the purchase price under the right of first refusal, the purchase price under the option shall be the purchase price under the right of first refusal.
- B) Joint Responsibility. NHA, NRA, and Trinity will be jointly responsible for the following:
- i) Reviewing, coordinating, and approving the proposed housing development by phase;
 - ii) Providing design review, quality control and value engineering on all phases;

- iii) Coordinating activities with the City;
- iv) Coordinating, identifying, and interacting with other entities relative to all funding sources associated with the Housing component of the CNI Program;
- v) Monitoring compliance with all federal requirements; and
- vi) Overseeing and tracking the federal, state, local, and private financial interest in the Housing Component of the CNI Program.

VI. Responsibilities of HOU

A) People Implementation Entity. HOU will implement the People Component of the Transformation Plan and will be responsible for implementing day-to-day services, programs and activities associated with the Transformation Plan, for relocating residents, as well as for conducting longitudinal data collection and analysis related to the measurable outcomes of the People Component.

- i) HOU specifically reaffirms its understanding of and commitment to the following People-related standards of the CNI program:
 - (1) The Transformation Plan is intended to improve the quality of lives of Washington Village baseline residents and revitalized development residents over the long-term;
 - (2) People that live in the neighborhood will benefit from employment opportunities, quality health care, and housing location, quality and affordability.
 - (3) Key supportive services programs and activities will be made available to affected residents within 60 days of grant award, must last for the life of the grant and be sustainable beyond the grant period.
 - (4) Any amount of supportive services above 10% of the Grant will be withheld to create a Supportive Services Endowment Trust with a plan to secure an equal amount of matching funds.
- ii) The Transformation Plan is designed to ensure that existing residents of Washington Village benefit from transformation by providing each household with comprehensive case management services.
- iii) HOU will expand and/or develop partnerships concerning all of the goals above including employment, education, early-childhood education, health, senior services and others with several organizations in the neighborhood and City.
- iv) HOU will coordinate and manage a consortium of service partners to meet the needs of families, and identify new partners to fill any gaps in services.
- v) HOU will continue to engage residents and community in the development of the People component of the Transformation Plan.

- vi) HOU, pursuant to a separate agreement, will carry out its activities in full compliance with applicable labor standards, and specifically agrees to create resident employment opportunities and contract with Section 3 business entities in a manner that meets or exceeds HUD's regulations.
- vii) HOU will work collaboratively with NHA, the CNI Education Coordinator, and Stepping Stones, as Norwalk ACTS anchor, to develop and implement a sustainability plan to ensure services can be maintained over the long term.

B) Case Management and Services Coordination Responsibilities. HOU will provide coordinated case management services to Washington Village individuals and families, including those that are hard to house or otherwise high need, throughout the grant period. For education-related services, HOU will coordinate directly with the CNI Education Coordinator and Stepping Stones, as Norwalk ACTS anchor. Specific activities will include:

- i) To implement a high-quality, outcomes-oriented human services strategy that meets the needs of all impacted families in Washington Village;
- ii) To develop and implement a resident outreach plan to enroll eligible residents into the case management program;
- iii) To assist all adult residents and their dependents to identify and overcome barriers to economic and housing self-sufficiency;
- iv) To refer residents to programs that help them obtain and maintain employment, further education or training, and connect to vocational services, community activities, or community service placements;
- v) To link residents to homeownership preparation education and counseling programs;
- vi) To link children 0-5 years old to high-quality early education services. The goal is that not less than 65% of eligible children will enroll in early learning programs;
- vii) To link school age children to high quality education and youth development programs. The goal is that no less than 65% of the families with school-age children that will occupy the revitalized site enroll in high-quality schools and schools that are undergoing significant improvement;
- viii) To communicate with residents about supportive services and education programs;
- ix) To leverage resource and develop and maintain partnerships with other service providers in the community;
- x) To work collaboratively with other key stakeholders in the Transformation effort including NHA, its Family Self-Sufficiency program staff, and a range of other partners to ensure a seamless integration of services and supports for targeted families; and

- xi) To collect and analyze data for planning, tracking, evaluation and ongoing improvement of human services and relocation efforts; and coordinating data collection with other key partners.
- C) Relocation Responsibilities. HOU will be responsible for, but not limited to, the following tasks:
- i) Prepare a detailed relocation plan and schedule in accordance the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended and the Housing and Community Development Act of 1974.
 - ii) Develop, implement and oversee the administrative structure and processes for the relocation program that will be fully integrated with the case management structure;
 - iii) Participate in meetings with NHA staff, the resident organization, the broader community, and other entities, as needed, to ensure a smooth relocation process.
 - iv) Undertake all facets of the relocation process for affected households including, but not limited to:
 - (1) Provide outreach to residents regarding the relocation program including conducting community meetings, relocation fairs, drop-in sessions, and workshops as well as newsletters and written correspondence.
 - (2) Survey all households to determine special needs, assess interest in various relocation options, and any potential challenges to successful relocation.
 - (3) Provide translation and/or interpreter services, as needed for individual resident counseling as well as community meetings and correspondence.
 - (4) Orchestrate individual and/or family meetings to develop, explain and calculate relocation benefits to households.
 - (5) Conduct regional mobility counseling to ensure families move to opportunity neighborhoods; prepare fact sheets and other documentation to assist residents in their housing search.
 - (6) Identify comparable units for households in accordance with household needs.
 - (7) Conduct outreach to potential landlords to assist residents in successfully identifying Section 8 units. Provide lease negotiation assistance when necessary. Manage disbursement of security deposit assistance upon move out as well as collection upon re-occupancy, if necessary.
 - (8) Work with NHA Section 8 department to provide information on Housing Choice Voucher Program policies and procedures as well as how to work with private landlords,

comply with private leases, handle utility and maintenance problems, conduct a housing search, and identify and respond to fair housing issues.

- (9) Coordinate transportation and other needs, such as daycare, to enable residents to view and be assessed for comparable units.
- (10) Schedule moves and work with moving contractors to assure that move-outs and move-ins are completed as scheduled.
- (11) Work with utility companies to ensure timely hook-ups and with the post office to accomplish mailing address changes. Work with returning residents to address outstanding utility balances and assist residents to obtain necessary utility connections upon returning to the new development. Help prepare residents one-on-one and in workshops to assume utility payments upon returning to the new site, including providing education on energy conservation.
- (12) Arrange for storage, as appropriate under the relocation plan; provide for extermination of all personal belongings prior to the move; provide packing assistance, as needed;
- (13) Assist residents to complete the required paperwork including, but not limited to, applications, leases, and other necessary applications required to obtain a replacement unit;
- (14) Identify special needs of residents, assist with reasonable accommodation paperwork/process to ensure relocation unit has required special features.
- (15) Work with NHA to develop payment and financial reporting systems for timely disbursement of relocation benefits, including security deposits and RHP payments;
- (16) Work collaboratively with management to provide assistance during the re-occupancy period. Provide housekeeping and budgeting workshops and one-on-one assistance with households that need this assistance in order to meet the Good Standing requirements;
- (17) Maintain all URA-required documentation and deliver all relocation notices required under the URA/104(d) and other applicable federal and State of Connecticut laws and regulations.
- (18) Track relocation and related activities via the comprehensive community and supportive services/relocation tracking system.

VII. Responsibilities of Stepping Stones

A) Principal Education Partner. As the Norwalk ACTS anchor entity, Stepping Stones will work with the Norwalk ACTS collaborative action networks to coordinate and support the implementation of the

Education Component of the Transformation Plan with a focus on closing the achievement gap.

- i) Stepping Stones will work with Norwalk ACTS collaborative action networks to achieve the following education-related goals of the CNI program and improve the quality of lives for baseline residents and revitalized development residents over the long-term.
 - (1) At least 65% of all children ages birth to kindergarten in Washington Village will be enrolled in high-quality early childhood education programs in the receiving neighborhood and/or the original neighborhood during the grant period. Early childhood education programs will include family engagement, family supports, other learning supports including intensive community outreach. Support functions will include enrollment, tracking and supporting attendance.
 - (2) At least 65% of all school age children in Washington Village will be enrolled in high performing and/or improving schools in the receiving neighborhoods and/or the original neighborhood during the grant period. Support functions will include enrollment, tracking and supporting attendance.
- ii) Stepping Stones, in conjunction with the Norwalk ACTS collaborative action networks, will work with HOU to realize the goals of the Transformation Plan.
- iii) Stepping Stones, in conjunction with the Norwalk ACTS collaborative action networks, will work with HOU and NHA to develop an education sustainability strategy to identify and capture financial resources to implement key aspects of the education strategy over time.

B) Education Responsibilities. Stepping Stones and the CNI funded education coordinator will work with the Norwalk ACTS collaborative action networks to provide children at Washington Village with full access a broad range of high quality education initiatives that will include but are not limited to the following:

- i) Coordinating the implementation of the comprehensive education program for Washington Village residents that support the following outcomes along the cradle to career learning continuum. Examples of programs to be offered include the following:
 - (1) Kindergarten Readiness. To improve the quality and capacity of early learning programs and prepare students for kindergarten, the Norwalk Early Childhood Council will work with South Norwalk providers to promote the use of an early childhood environmental rating scale to evaluate classrooms, provide tailored technical assistance and encourage NAEYC accreditation. The Norwalk Healthy Families Collaborative will increase family access to quality home and health care services in order to prevent children from entering school with undiagnosed developmental delays or untreated health conditions.
 - (2) 3rd Grade Reading at Goal Level. The Early Language and Literacy Initiative (ELLI) will offer high quality, evidence-based language and literacy development opportunities for young children residing in Washington Village and South Norwalk, family enrichment programs, parent programs and professional development and credentialing programs

for teachers.

- (3) Successful Transition from 5th Grade to 6th Grade. The Norwalk Collaborative for Youth Success will provide out of school time programs aimed at supporting and inspiring lifelong learning and achievement among Washington Village and South Norwalk children and youth.
 - (4) Successful Transition from 8th Grade to 9th Grade. The Carver Center will operate free programs at West Rocks Middle School and Norwalk High School, including a drop-in teen center, basketball and soccer leagues, cultural enrichment programs and youth leadership programs.
 - (5) Graduate High School Ready for College, Post-Secondary Training or Full-Time Employment. The Norwalk Community College (NCC) Connecticut Collegiate Awareness (ConnCAP) program will offer high school students from Washington Village and South Norwalk with year round academic support services and the opportunity to enroll in college courses while still in high school.
 - (6) College Degree or Career-Ready Credential. NCC will strengthen the first-year college experience of students by offering enrichment activities such as skill-building, fall learning communities, preparation for declaring a major, career exploration, and field trips to tour four-year colleges. Programs for vocational training and career preparation will also be available for youth in Washington Village and South Norwalk with support of case managers and workforce partners.
- ii. Establishing a Parent Network aimed at helping parents and other caretakers make informed decisions about the educational options available to their children. This will include conducting Parent Zone workshops that offer a series of discussions and presentations on parenting issues designed to increase parents' awareness of the importance of reading to their children and other ways to promote learning.
 - iii. Maintaining a directory of education programs and services in the Norwalk community and designing and implementing effective outreach methods to ensure South Norwalk and Washington Village families receive and utilize the directory.
 - iv. Collecting and analyzing data for planning, tracking, evaluation and continuous improvement of education efforts.

VIII. Collaborative Implementation

A) Formation of Implementation Coordinating Committee. The parties agree to formalize the creation of an implementation team (the "Implementation Coordinating Committee") to provide a collaborative forum for implementing the Transformation Plan. The Implementation Coordinating Committee ("ICC") will be responsible for coordinating activities and providing strategic guidance for the implementation of the components of the Transformation Plan, and adhering to the schedule as included in the Transformation Plan and amended, as needed. The parties are committed to

implementing the Transformation Plan in a collaborative, consensus-oriented manner where possible, while acknowledging that NHA, as Lead Applicant, shall retain the final decision-making authority with respect to decisions dealing with the People and Education components. NRA, as Co-Applicant, shall retain the final decision-making authority with respect to the Neighborhood component. Final decision-making authority with respect to the Housing component will rest with NHA, with consultation from NRA and Trinity. Any substantial deviation from the Housing component as described in the Transformation Plan and the Application, including changes in unit numbers and/or types, shall be approved by the NHA Board of Commissioners and Norwalk's Common Council.

B) Structure of the ICC.

i) **The Implementation Coordinating Committee.** ICC shall be comprised of (but may be expanded as appropriate to foster a collaborative implementation process):

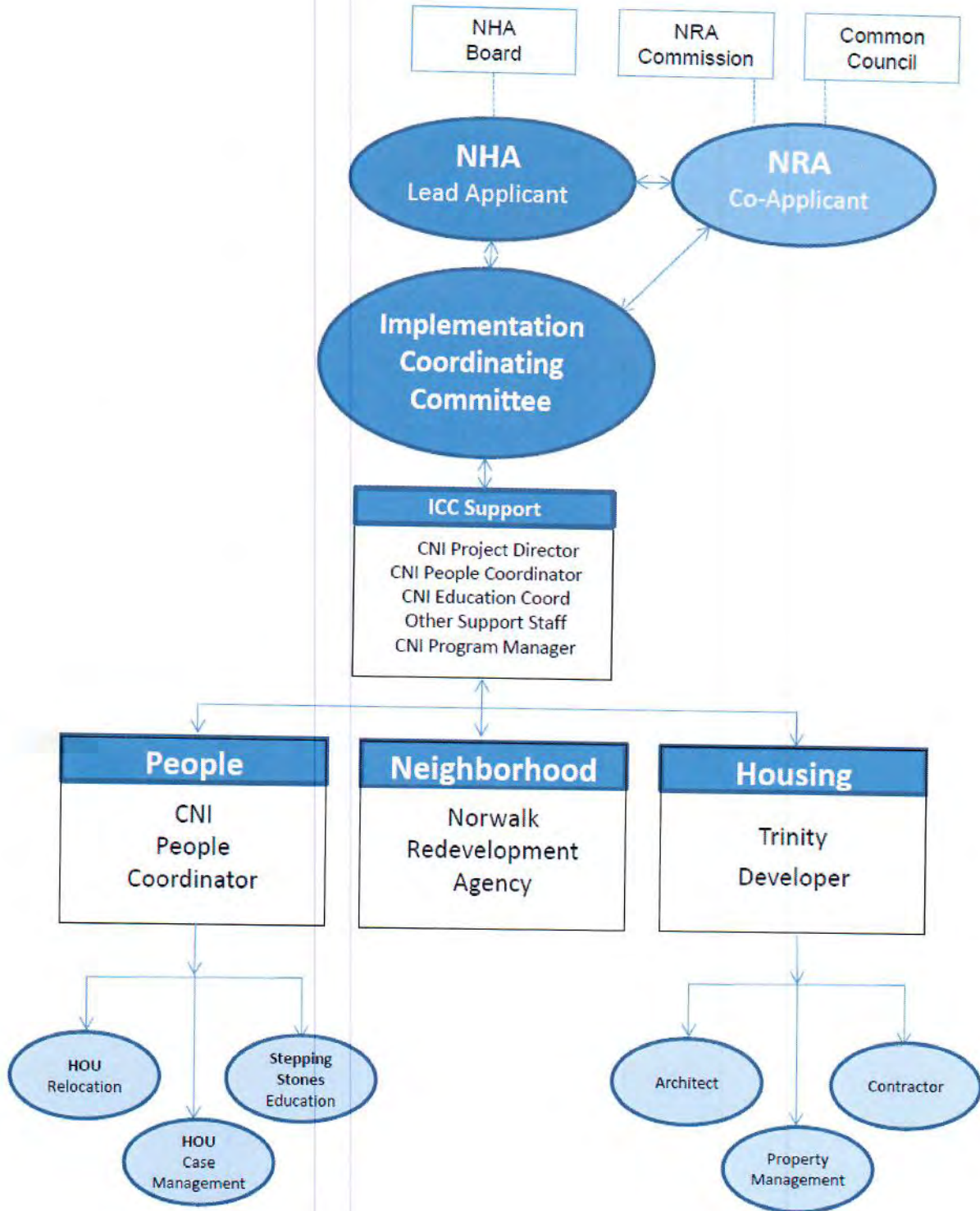
1. NHA Executive Director
2. NRA Executive Director
3. Washington Village Resident Representative
4. South Norwalk Business Representative
5. South Norwalk Elected Official (District B Council Representative)
6. Norwalk Community College Representative (as Anchor Institution)

These representatives will nominate a Chairperson for the ICC, who shall not be NHA or NRA related.

ii) **Staffing and Contractor Support for the ICC.** Under ICC's direction, CNI-funded staff/contractors will carry out the day-to-day activities associated with implementing the Transformation Plan. This support staff includes the CNI Project Director, the CNI People Coordinator, the CNI Neighborhood Coordinator, HOU Project Manager, the CNI Education Coordinator, Trinity's Project Manager, and the CNI Program Manager. Bylaws of the ICC will be established upon grant award. The ICC shall have approval of all CNI-funded hires.

iii) **Regular Meetings of the ICC.** The ICC shall meet on a regular basis, at least every two weeks for the first eighteen (18) months of implementation, as appropriate. The CNI Project Director will directly support the ICC Chair.

iv) **Choice Neighborhoods Office.** A Choice Neighborhoods office will be established in South Norwalk for the duration of the implementation period. This office will be located in a rented storefront on South Main, between Washington and Raymond Streets, to encourage coordination amongst the CNI staff and drop-in activity by the South Norwalk community. The goal is to provide a project office that is not associated with any single entity but rather



reflects the collaborative effort of all parties involved. The Choice Neighborhoods office will maintain its own website separate and distinct from the NHA and NRA websites.

- v) **Review of Progress on Implementation Schedule.** Each meeting of the Implementation Committee shall include a review of the progress on the Transformation Plan Schedule and identify solutions to any delays or obstacles to progress that arise in the course of implementation.

C) Decision-Making Process and Settlement of Disputes Regarding Course of Action. The CNI Project Director, under the direction of the ICC, will be responsible for reviewing the progress of implementation, addressing any obstacles to timely implementation of the activities required under the HUD CNI Grant, and identifying any needed changes to the Transformation Plan resulting from unforeseen conditions or new priorities. The parties are committed to implementing the Transformation Plan in a collaborative, consensus-oriented manner where possible, however, in the event of any disputes, the ICC will refer the disputed issue to parties with final decision-making authority. NHA shall retain the final decision-making authority with respect to decisions dealing with the People and Education components. NRA shall retain the final decision-making authority with respect to the Neighborhood component. Final decision-making authority with respect to the Housing component will rest with NHA, in consultation with NRA and Trinity. Any substantial deviation from the Housing component as described in the Transformation Plan and the Application, including substantial changes in unit numbers and/or types, shall be approved by the NHA Board and Norwalk's Common Council. Any changes shall be consistent with the Transformation Plan, Grant Agreement, and other applicable agreements.

D) Community Advisory Groups. To continue to provide opportunity for broad community and stakeholder input, the Task Forces will provide advisory and review services throughout the implementation period. The Transformation Steering Committee will continue to provide oversight on all components of the Transformation Plan to ensure coordination and synergy for maximum impact in South Norwalk. The Housing and Neighborhood Advisory Group will meet regularly with the CNI Project Director, NHA, NRA and Trinity to advise on housing and neighborhood initiatives; the Education and People Advisory Group will meet regularly with the CNI People Coordinator, HOU, NHA and Stepping Stones to advise on the initiatives and outcomes related to improving the lives of Washington Village and South Norwalk residents. An annual summit will be scheduled for all parties and the broader community to review progress made against proposed outcomes and to fine tune the strategies, as needed, to achieve the desired outcomes.

E) Data and Information Sharing. Subject to all applicable state and federal laws, regulations, and guidance regarding privacy and information security, NHA, NRA, Trinity, HOU, and Stepping Stones (each a "Disclosing Party") agree to share statistical data, reports and other proprietary information (as further defined below, "Confidential Information") with each other upon request (the "Requesting Party"), which request shall be made only to enable the Requesting Party to discharge its duties under the terms of this Agreement.

For the purposes of this Agreement, Confidential Information includes all legally obtained information disclosed by the Disclosing Party to the Requesting Party, whether in writing, on computer disks or other media, orally, visually, or otherwise, relating to (i) all information and data in whatever

form pertaining to the project developed, produced, or created by any agent for or on behalf of the Disclosing Party, including but not limited to all statistical data, reports, business plans, budgets, development plans, financial projections and assumptions, cost information, marketing plans, arrangements, and methodologies designed or intended to implement or carry out the revitalization project contemplated in this Agreement, and (ii) any other information that the Requesting Party knows or has reason to know is proprietary and confidential and that has been provided to the Requesting Party by the Disclosing Party, or any third party under the direction of the Disclosing Party, as confidential information for the Requesting Party's use. Confidential Information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

Notwithstanding the foregoing, all Confidential Information shall be safeguarded by the Requesting Party and shall not be disclosed to any third party without the prior written approval of the Disclosing Party, and the Requesting Party agrees not to retain, use, or disclose Confidential Information for any purpose other than as permitted or required by this Agreement. The Requesting Party or any employee or agent of the Requesting Party who will have access to Confidential Information will complete any training required by the Disclosing Party before requesting or accessing any Confidential Information.

IX. Media Communications

A) The CNI Project Director shall be responsible for managing and coordinating press coverage, including communications with any media outlet, and public announcements involving the Grant, this Agreement, the Transformation Plan, or any other matter related to this Agreement.

X. Term

A) This Agreement shall commence on the Effective Date and shall continue until the end date of the Grant as provided in the Grant Agreement. It is understood and acknowledged by the parties that the services described above are expected to be completed within this time period provided, however, in the event the Parties are not selected for a CNI Grant for funding year 2013, then any Party may terminate its involvement in this Agreement by written notice and the entire Agreement shall thereafter terminate. Additionally, the Parties may renew or otherwise extend this Agreement in accordance with applicable law at any time.

XI. Termination

A) Termination for Cause. The parties shall each have the right to terminate this Agreement for cause, effective within thirty (30) days after the receipt of written notice by the other parties of its intent to terminate and the reasons therefore. A party shall have the opportunity to respond to the written notice within five (5) business days after the receipt of said notice. A party shall have the opportunity to cure any breach of this Agreement or other cause forming the basis of the termination, as provided in the written notice, within fifteen (15) business days after receipt of the written notice, or as otherwise agreed to by the parties.

B) Survival of Certain Provisions. All representations and warranties and all responsibilities regarding record retention, access and ownership, cooperation with OIG investigations, indemnification

If to Trinity: Patrick Lee, Principal
Trinity Financial
75 Federal Street, Suite
Boston, MA 02110

If to HOU: David Connelly
President
50 Redfield Street, Suite 101
Boston, MA 02122

If to Stepping Stones: Rhonda Kiest
Executive Director/CEO
Stepping Stones Museum for Children
Mathews Park
303 West Avenue
Norwalk, CT 06850

Notices shall be effective when received by each of the above-referenced individuals at the addresses specified above. Each party shall be responsible for notifying the other in writing that references this Agreement of any changes in the respective addresses set forth above. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between and among representatives of the parties.

G) Severability. The parties hereto intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, should a court of competent jurisdiction find any provision to be unenforceable as written, the parties intend and desire that the court should reform the provision so that it is enforceable to the maximum extent permitted by law. If, however, the court should find such provision to be illegal and not subject to reformation, such provision shall be fully severable. In such event, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision was never a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect.

H) Rules of Construction. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Whenever herein the singular number is used, the same shall include the plural, where appropriate and neutral words and words of any gender shall include the neutral and other gender, where appropriate. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved in favor of or against the parties on the basis of which party drafted the uncertain or ambiguous language. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto.

I) Amendment. No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of all parties to this Agreement.

J) No Third-Party Beneficiaries. This Agreement is entered into for the exclusive benefit of the parties, and the parties expressly disclaim any intent to benefit anyone not a party hereto.

K) Time is of the Essence. The parties each acknowledge and agree that time is of the essence in the performance of this Agreement.

L) Non-Exclusive. This Agreement shall be non-exclusive. Accordingly, all parties shall be free to engage in development and/or supportive services elsewhere, and shall be free to engage the services of other contractors for the provision of some or all of the Services set forth in this Agreement.

M) Remedies Cumulative. No remedy set forth in this Agreement or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to a party. Rather, each remedy shall be deemed distinct, separate and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

N) Complete Agreement. The parties specifically acknowledge that in entering into and accepting this Agreement, the parties rely solely upon the representations and agreements contained in this Agreement and no others. This Agreement supersedes and replaces any and all prior agreements, negotiations, and discussions between the parties hereto with regard to the terms, obligations, and conditions herein.

O) Counterparts. This Agreement may be executed in counterparts.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have duly executed this Choice Neighborhoods Implementation Partnership Agreement, on or as of the date first written above.

NHA: HOUSING AUTHORITY OF THE CITY OF NORWALK

By: 

Name: Curtis O. Law

Title: Executive Director

NRA: NORWALK REDEVELOPMENT AGENCY

By: 

Name: Timothy J. Sheehan

Title: Executive Director

Trinity: TRINITY WASHINGTON VILLAGE LIMITED PARTNERSHIP,
a Massachusetts limited partnership

By: Trinity Washington Village, Inc., a Massachusetts corporation, its general partner

By: 

Patrick A. T. Lee
Its President

HOU: HOUSING OPPORTUNITIES UNLIMITED

By: 

Name: David I. Connelly

Title: President

Stepping Stones: STEPPING STONES MUSEUM FOR CHILDREN, INC.
Anchor entity for Norwalk ACTS

By: 

Name: Rhonda Kuest

Title: Executive Director

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, dated as of the 16th day of February, 2013, between the **NORWALK HOUSING AUTHORITY**, a public body politic and corporate (the "Authority" or "NHA") having a principal office at 24 ½ Monroe Street, South Norwalk, CT 06854, and **TRINITY WASHINGTON VILLAGE LIMITED PARTNERSHIP**, a Massachusetts limited partnership having a principal office at 75 Federal Street, 4th Floor, Boston, MA 02110 (the "Developer").

WITNESSETH:

WHEREAS, the Authority was awarded a 2010 Choice Neighborhoods Initiative ("CNI") Planning Grant from the U.S. Department of Housing and Urban Development ("HUD") for the creation of a holistic Transformation Plan for the area comprised of the existing public housing development known as Washington Village and the surrounding South Norwalk neighborhood, as such area is further described in Exhibit A attached hereto (collectively, the "Property"); and

WHEREAS, the Authority issued a Request for Qualifications dated December 29, 2011 (the "RFQ") to procure the services of a real estate development team to serve as master developer of the Property (the "Master Developer") and, in that capacity, to develop and implement a comprehensive revitalization strategy for the Property, which will include responsibility for predevelopment activities, the demolition of the existing public housing on the Property, and the design, construction, ownership, operation, management and leasing of new housing on the Property (the "Project"), all in accordance with this Memorandum; and

WHEREAS, in response to the Authority's RFQ, the Developer submitted a proposal dated March 26, 2012 (the "Proposal") to the Authority to undertake the Project through demolition of the improvements existing on the Property and to construct thereon approximately 250-300 units of rental housing to be made available to households with a diverse range of incomes, as described in greater detail, including proposed phases and income mixes, on Exhibit B attached hereto (the "Concept Plan"); and

WHEREAS, pursuant to the vote of the Board of Commissioners of the Authority attached hereto as Exhibit C (the "Designation Resolution"), the Authority accepted the Proposal (as may be amended from time to time with the consent of the Authority), and, pursuant to the terms of the RFQ, designated the Developer as the Master Developer with the right to undertake the Project; and

WHEREAS, the Developer and the Authority desire the Developer to commence certain activities with respect to the implementation of the Project immediately pursuant to the terms of the RFQ; and

WHEREAS, pursuant to Section 3 hereof, the Authority and the Developer intend to enter into the Master Development Agreement, which shall provide a more comprehensive and detailed statement of their rights and responsibilities upon award of a Choice Neighborhood Implementation or other HUD grant (the "Grant");

NOW, THEREFORE, in consideration of the mutual obligations undertaken herein and for other good and valuable consideration the parties, intending to be legally bound, hereby agree as follows:

1. Phased Development. The Authority and the Developer acknowledge that the Project shall be undertaken in phases. The Authority and the Developer shall work together to determine the

most advantageous phasing strategy in light of various requirements and constraints associated with the Project's funding, design, and resident relocation, including that the Authority may provide vacant units in other developments for the relocation of Washington Village public housing residents. The parties acknowledge that the Concept Plan includes a depiction of the phases of the Project as currently anticipated.

2. Funding Applications. The Developer shall be responsible for coordinating all activities necessary to obtain financing commitments for debt and equity to fund each phase of the Project, provided that the parties hereto shall mutually agree upon the dates upon which such activities shall commence.

3. Master Development Agreement. The Authority and the Developer shall enter into negotiations for a Master Development Agreement consistent in all material respects with this Memorandum and mutually acceptable to the parties hereto upon notification of an award by HUD to the Authority of the Grant for the Project (or if no Grant is awarded, prior to proceeding with alternate financing for the project) and the parties shall enter into said Agreement not later than 60 days thereafter.

4. Standard of Effort; Mutual Cooperation. Each party hereto shall diligently and in good faith (i) undertake its responsibilities hereunder and (ii) cooperate fully with the other party hereto in support of such other party's obligations hereunder.

5. Allocation of Responsibilities for Predevelopment Expenses & Payments to the Parties. The parties agree that the Developer and the Authority shall be compensated for their respective services as follows:

- (a) The Developer shall be responsible for predevelopment expenses as set forth on a budget ("Predevelopment Budget") to be mutually agreed upon by the parties within 60 days of the date of this Memorandum, provided that only upon the earlier to occur of (i) the receipt by the Authority of a CNI or other HUD implementation grant for the Project or (ii) the financial closing for the first phase of the Project, the Authority shall reimburse the Developer for such previously incurred predevelopment expenses associated with the respective phase of the development. Without limiting the foregoing, from and after the receipt by the Authority of a CNI or other HUD grant which allows for the reimbursement of eligible predevelopment expenses that have been incurred by the Developer, the Developer and the Authority shall be responsible for payment of eligible predevelopment expenses on a 50/50 basis. It is expressly understood and agreed that the Authority shall have no liability for predevelopment expenses unless and until the events set forth in subsection (i) or (ii) of this paragraph have been satisfied.
- (b) With respect to each phase of the Project, Developer and the Authority shall share, on a 75/25 basis, respectively, a development fee equal to the 12 % of project costs limit set forth in the HUD Cost Control and Safe Harbor Standards for Mixed Finance Rental Development to the extent such a fee is available. The parties hereto agree that the 25% share of the developer's fee that is being earned by the Authority shall constitute the Developer's contribution to the Norwalk Housing Foundation College Scholarship program, whether the Authority decides to use some, all or none of that contribution for that purpose. The parties agree that the development budget for each phase of the Project shall include all reasonable and mutually agreed upon costs incurred by Authority in the development budget for such phase of the Project, such that those costs can be reimbursed to the maximum extent permitted by the sources of funds available to such phase of the Project. Additionally, the parties acknowledge that 50% of the distributable cash flow from the phases of the Project financed with Low-Income Housing Tax Credits and market rate units shall be paid to the Authority either as repayment of Authority subordinate debt financing for such phase or rent under the ground lease for

such phase. Nothing in this Agreement shall be construed to create an liability on the part of the Authority for the payment of any development fee to the Developer or to guarantee the Developer any specific development fee amount. Rather, the Developer's eligibility for development fee, is contingent upon the approval, as applicable, of HUD, the Connecticut Housing Finance Authority ("CHFA"), the tax credit investors, and lenders selected by the Developer, with the Authority's approval. The percentage of development fee allocated to the Authority is similarly subject to the approval of the above referenced entities; however, the Developer agrees to include both the Developer's expected twelve percent (12%) development fee and the agreement to share such fee with the Authority on a 75/25 basis in all solicitations or requests for interest to potential funders including HUD, CHFA, tax credit investors, and lenders.

6. Proposed Staffing. The Developer's personnel shall be as set forth on Exhibit E attached hereto, which shall constitute the members of the development team who will devote a significant time commitment to the implementation of the Proposal. Developer agrees to notify the Authority of any changes in the key personnel, herein defined as those persons listed on Exhibit E.

7. Termination for Cause/Default.

Each party hereto may terminate this Memorandum upon an Event of Default by the other party.

(a) Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Memorandum:

(i) Refusal or failure of a party to diligent carry out its obligations hereunder with the diligence that will insure its completion within the time specified in this Memorandum, or failure to satisfy said obligations within the time specified;

(ii) If any representation of such party under this Memorandum or the Developer's Proposal in response to the RFQ is or becomes untrue or inaccurate in any material respect;

(iii) The Developer is debarred by the Federal government or the State of Connecticut;

(iv) Either party's being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee, or liquidator for any substantial part of its property, (ii) a bankruptcy, winding up, reorganization, insolvency, arrangement, or similar proceeding instituted by such party under the laws of any jurisdiction, or any such proceeding instituted against such party under the laws of any jurisdiction that has not been stayed or dismissed within ninety (90) days after its institution, (iii) any action or answer by such party approving or, consenting to, or acquiescing in, any such proceeding, or (iv) the levy of any distress, execution, or attachment upon the property of such party that shall substantially interfere with its performance hereunder; or

(v) There is a change in the ownership of the Developer that has not been disclosed to and approved by the Authority

(b) Remedy Upon Default. Upon the occurrence of an Event of Default, the non-defaulting party may give written notice thereof to the defaulting party. If the defaulting party shall fail to cure the default within thirty (30) days of such notice, or such additional time as may be

necessary provided that the defaulting party has commenced to cure such default within such thirty day period and thereafter prosecutes such cure to completion, then the non-defaulting party may, by written notice, terminate the right to proceed with the Project.

8. Termination for Convenience. The Authority may terminate this Memorandum in whole, or in part, whenever the Authority determines, in good faith, that such termination is in the best interest of the Authority. Any such termination shall be effected by written notice to Developer specifying the extent to which the performance hereunder is terminated, and the date upon which such termination becomes effective. If the Memorandum is terminated, either in whole or in part, the Authority shall be liable to Developer for reasonable and proper costs resulting from such termination which costs shall be paid to Developer within sixty (60) days of receipt by the Authority of a properly documented and presented claim setting out in detail: (a) total cost of all third-party costs incurred to date of termination, provided such costs are consistent with the Predevelopment Budget, less the total amount of reimbursements previously made to Developer; (b) the cost of settling and paying claims (including reasonable profit) under subcontracts and material orders for work performed and materials and supplies delivered to the Property, payment for which has not been made by the Authority to the Developer; (c) the third-party costs of preserving and protecting the work already performed until the Authority or assignee takes possession thereof or assumes responsibility for such work. In no event under this Agreement, will either party be entitled to any special, consequential, lost opportunity or lost profits damages as a remedy in the event of the other Party's default or termination for convenience.

9. Representations of the Authority. The Authority represents that as of the date hereof:

- (a) The Authority has the power, authority, and legal right to enter into and perform this Memorandum.
- (b) This Memorandum has been duly entered into and constitutes the legal, valid, and binding obligation of the Authority, enforceable in accordance with its terms, provided, however, that the Authority's commitment of funds hereunder is subject to the receipt of such funds from HUD.

10. Representations of the Developer. The Developer represents that as of the date hereof:

(a) The Developer is a limited partnership duly organized, existing and in good standing under the laws of the Commonwealth of Massachusetts and is qualified to do business in the State of Connecticut, and has the corporate power and authority to enter into and perform its obligations under this Memorandum, and each other memorandum or instrument entered into or to be entered into by the Developer pursuant to this Memorandum.

(b) The Developer has the power, authority, and legal right to enter into and perform its obligations under this Memorandum, and the execution, delivery, and performance hereof and thereof (i) have been duly authorized, (ii) will not violate any judgment, order, law, or regulation applicable to the Developer or any provisions of the Developer's organizational documents, and (iii) do not (A) conflict with, (B) constitute a default under or (C) result in the creation of any lien, charge, encumbrance, or security interest upon any assets of the Developer under any memorandum or instrument to which the Developer is a party or by which the Developer or its assets may be bound or affected.

(c) There are no pending or, to the knowledge of the Developer, threatened actions or proceedings against the Developer, its General Partner or any Limited Partner before any court or administrative agency that would materially adversely affect the financial condition

of the Developer, or the ability of the Developer to perform its obligations under this Memorandum.

11. Term. Unless sooner terminated in accordance with the terms hereof, this Memorandum, as such may be amended or superseded by the terms of the Master Development Agreement, shall continue in effect until satisfaction of the terms of the Master Development Agreement, provided that this Memorandum shall terminate as to each phase of the Project upon closing of the financing for that phase.

12. Environmental Conditions. With respect to each phase of the Project, the parties agree that the Authority shall be responsible to the Developer for any pre-existing environmental conditions on such portion of the Property that was part of the original Washington Village Footprint as shown on Exhibit A included in such phase prior to the financial closing of such phase upon receipt of the Grant (or at a closing, if no grant is awarded and alternate financing is secured), and the Developer shall be responsible to the Authority for any environmental conditions on the Property arising from and after such financial closing. As for land and/or buildings that are acquired by the Authority for purposes of the Project, the Authority agrees to exercise best efforts to require legal agreements with the prior owners to contain language that requires the prior owners to be financially responsible for the costs of any environmental remediation.

13. Section 3. The work to be performed by the Developer under this Memorandum is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3).

A. 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. In the case of this Memorandum employment and contracting opportunities shall be directed to (1) low-income housing residents of Washington Village (including those residents who are required to relocate for the Project), then (2) Authority's other public housing residents, then (iii) low income residents of Norwalk, Connecticut

B. 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 Memorandum, the parties to this Memorandum certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

C. The Developer agrees to send to each labor organization or representative of workers with which the Developer has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Developer'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.

D. The Developer 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 Developer will not subcontract with any subcontractor where the Developer has notice or

knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The Developer will certify that any vacant employment positions, including training positions, that are filled (1) after the Developer 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.

F. 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.

14. Assignment. This Memorandum may not be assigned by either party hereto without the prior written consent of the other party; provided that the Developer may assign its interest, as necessary, to any entities which shall acquire an ownership interest in any phase of the Project. Any attempted assignment made contrary to this Section shall be void and shall vest in the other party the right to terminate this Memorandum.

15. Recordkeeping; Access. Without limiting other obligations of Developer hereunder, Developer's books and records pertaining to its performance under this Memorandum shall be kept in accordance with generally accepted accounting principles and as required by statutes, regulations, and HUD guidance applicable to public housing, and shall be retained for at least three (3) years after the expiration or termination of this Memorandum and all other pending matters are closed. Developer agrees to grant a right of access to the BHA, HUD, any agency providing funds to BHA, the Comptroller General of the United States, and any of their authorized representatives, with respect to any books, documents, papers, or other records pertinent to this Memorandum in order to make audits, examinations, excerpts, and transcripts.

16. Audit. Authority, HUD, any agency providing funds to the Authority, the Comptroller General of the United States, or any of their duly authorized representatives, shall have the right to perform any audit of Developer's finances and records related to its performance under this Memorandum including without limitation, the financial arrangement with anyone Developer may delegate to discharge any part of its obligations under this Memorandum. Developer agrees to ensure that the recordkeeping, access, audit and reporting requirements are also made legally binding on all subcontractors, professionals, and or other third parties selected by the Developer to perform work pursuant to this Memorandum.

17. Effect of Termination. Upon the termination of this Memorandum, the obligations of the Developer and the Authority under this Memorandum shall cease and be of no effect; provided that any obligation for the payment of money, performance, or otherwise, arising from the conduct of the parties pursuant to this Memorandum prior to such termination shall not be affected by such termination and shall remain in full force and effect until satisfied in full or until all remedies available pursuant to this Memorandum have been (i) exercised in full, (ii) waived or (iii) barred.

18. Relationship of the Parties. Except as otherwise explicitly provided herein, nothing in this Memorandum shall be deemed to constitute any party hereto a partner, agent, or legal representative of any other party hereto or to create any fiduciary relationship between or among such parties.

19. Method of Giving Notice. Any notice required or permitted under this Memorandum shall, except as otherwise expressly permitted by this Memorandum, be in writing and shall be deemed to have been duly given on the date of receipt, and shall be either served personally on

the party to whom notice is to be given or mailed to the party to whom notice is to be given by recognized overnight commercial courier or first class registered or certified mail, return receipt requested, postage prepaid, and addressed to the addressee at the address stated opposite its name below, or at the most recent address specified by written notice given to the other party in the manner provided in this Article. As a matter of convenience, but not a requirement, the sending party where possible also will transmit to the other party a copy of the communication by fax, if available to the parties. Notices concerning emergency situations may be orally communicated in person or by telephone, or sent by either hand delivery or telegraphic, teleprinter, e-mail or tele-typewriter service, but shall be promptly confirmed by supplemental written notice as provided herein.

Notices to the Authority shall be addressed to:

Norwalk Housing Authority
24 ½ Monroe Street
South Norwalk, CT 06854
Attn: Curtis O. Law, Executive Director

Tel.: (203) 838-8471 ext 141
Fax: (203) 838-6535

with copies to:

Donna Lattarulo, Esq
Lattarulo Law Firm
304 Main Ave. # 329
Norwalk, CT 06851

Tel.: (203) 845-0506
Fax: (203) 956-9658

Notices to the Developer shall be addressed to:

Trinity Washington Village Limited Partnership
75 Federal Street, 4th Floor
Boston, MA 02110
Attn: Patrick A.T. Lee
Tel.: 617/720-8400
Fax: 617/720-8401

with copies to:

Trinity Financial, Inc.
75 Federal Street, 4th Floor
Boston, MA 02110
Attn: General Counsel
Tel.: 617/720-8400
Fax: 617/720-8401

The addresses or designated persons to receive communications may be changed by notification to the other party pursuant to this Section.

20. Waiver. The waiver by any party hereto of its rights arising out of, or in connection with an

Event of Default or other breach, failure, or default under this Memorandum by any other party hereto shall not operate or be construed to operate as a waiver of any subsequent Event of Default, breach, failure, or default.

21. Governing Law. This Memorandum shall in all respects be governed and construed in accordance with the laws of the State of Connecticut including all matters of construction, validity and performance. The venue of any court proceeding to interpret or enforce the provisions of this memorandum shall be Connecticut.

22. Multiple Counterparts. This Memorandum may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Memorandum or the terms hereof to produce or account for more than one of such counterparts provided that the counterpart produced bears the signature of the party sought to be bound.

23. Severability. In the event that any provision of this Memorandum shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the parties hereto shall negotiate in good faith to agree to such amendments, modifications, or supplements of or to the Memorandum and take such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this Memorandum shall, as so amended, modified, or supplemented or otherwise affected by such action, remain in full force and effect.

24. Further Assurances. The Developer and the Authority further covenant to cooperate with one another in all reasonable respects necessary to consummate the transactions contemplated by this Memorandum, and each will take all reasonable actions within its authority to secure cooperation of its officials, officers, agents, and other third parties.

25. Exhibits Incorporated by Reference. The following Exhibits are hereby incorporated by reference and expressly made a part hereof:

- (a) Exhibit A – Property Description
- (b) Exhibit B – Concept Plan, including Proposed Phasing and Income Mix
- (c) Exhibit C – Designation Resolution
- (d) Exhibit D – Personnel Schedule

[SIGNATURES APPEAR ON NEXT PAGE.]

IN WITNESS WHEREOF, the Parties hereto have executed this memorandum under seal the date and year first above written.

AUTHORITY:

NORWALK HOUSING AUTHORITY

By: 
Curtis O. Law
Its Executive Director

DEVELOPER:

TRINITY WASHINGTON VILLAGE LIMITED PARTNERSHIP, a Massachusetts limited partnership

By: Trinity Washington Village, Inc., a Massachusetts corporation, its general partner

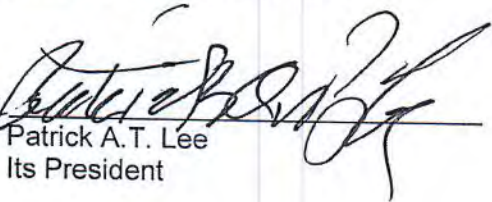
By: 
Patrick A.T. Lee
Its President

EXHIBIT A

PROPERTY DESCRIPTION

Washington Village Site

All that certain tract or parcel of land, with the buildings thereon standing, situated in the said Town of Norwalk, and bounded and described as follows, to wit: beginning at a point one hundred and eighty-eight and forty-five hundredths (188.45) feet south of the intersection formed by the westerly line of Water Street and the southerly line of Raymond Street; thence running in a westerly direction one hundred and twenty-nine and eight tenths (129.8) feet, more or less, along the land of The Lockwood Manufacturing Company; thence in a southerly direction one hundred and seventy and eight tenths (170.8) feet, more or less, along land of The Lockwood Manufacturing Company; thence running in an easterly direction one hundred and forty-seven (147) feet, more or less, along land of the Lockwood Manufacturing Company; thence running in a northerly direction along the westerly line of Water Street, one hundred and sixty-five (165) feet, more or less, to the point or place of beginning as hereinbefore mentioned.

13 Day Street and 20 Day Street

Two parcels of land located at 13 Day Street and 20 Day Street, Norwalk, and also known as District 2, Lot 58, Block 46 and District 2, Lot 60, Block 1, respectively.

EXHIBIT B

CONCEPT PLAN

Proposed Income Mix:

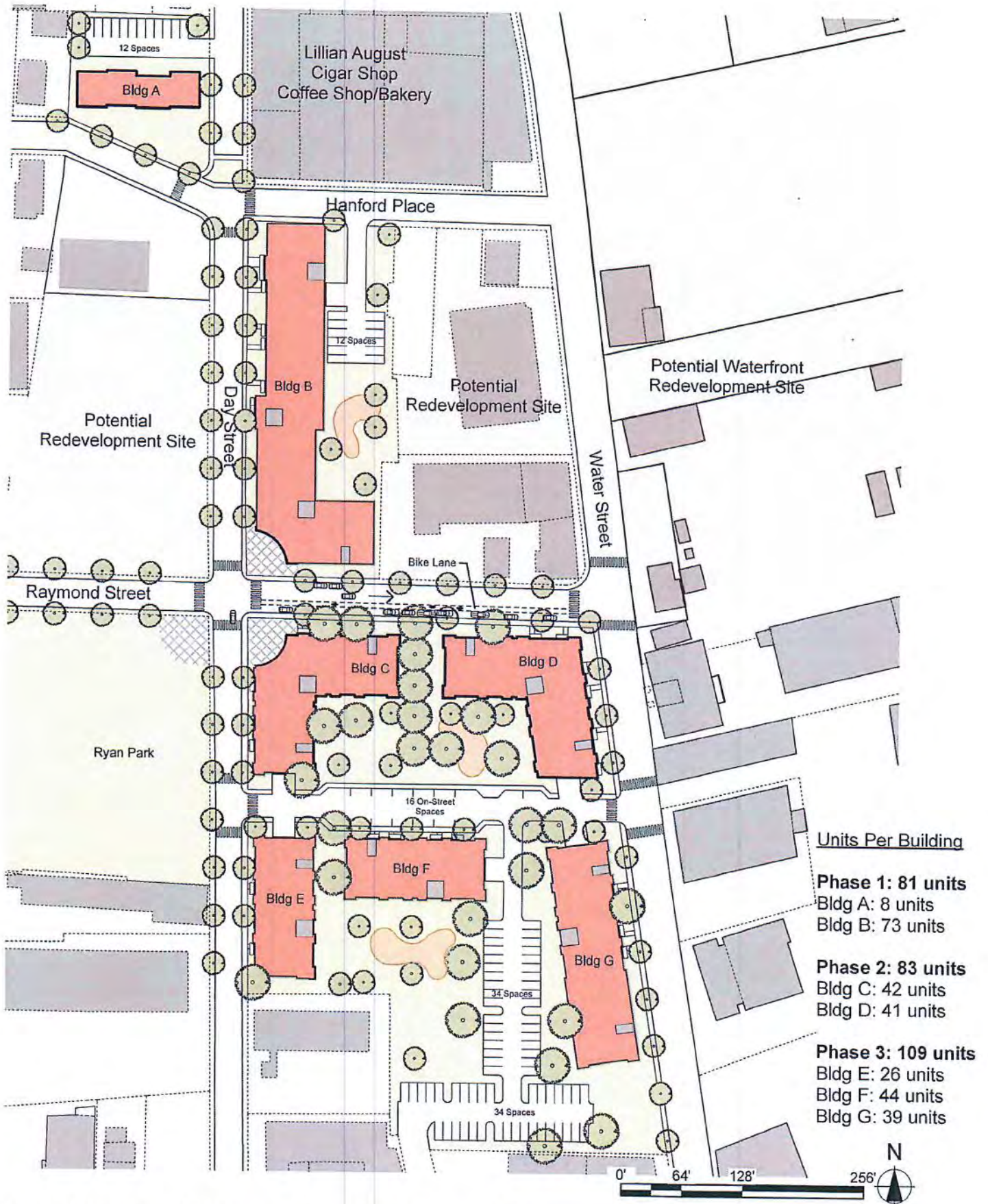
136 Public Housing Units (50% of Total)

67 LIHTC Units (25% of Total)

70 Market Rate Units (25% of Total)

273 Total Residential Units

For site plan, including anticipated phases, see attached.



Units Per Building

- Phase 1: 81 units**
Bldg A: 8 units
Bldg B: 73 units
- Phase 2: 83 units**
Bldg C: 42 units
Bldg D: 41 units
- Phase 3: 109 units**
Bldg E: 26 units
Bldg F: 44 units
Bldg G: 39 units

Washington Village Development Plan

Development Plan

South Norwalk, Connecticut
November 15, 2012

PAR-34



EXHIBIT C

DESIGNATION RESOLUTION

(see attached)

**Housing Authority of the City of Norwalk
Certificate of Recording Officer**

I, Curtis O. Law, Executive Director, the duly appointed, qualified and acting Secretary, do hereby certify that the attached extract from the minutes of the Annual/Special meeting of the Board of Commissioners of the Housing Authority of the City of Norwalk held on June 12, 2012 is true and correct copy of the original minutes of such meeting on file and of record in so far as they relate to the matters set forth in the attached extract, and I do further certify that each Resolution appearing in such extract is true and correct copy of a Resolution adopted at such meeting and on file and of record.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of said this 1st day of February 2013.



Curtis O. Law, Executive Director



EXTRACT FROM MINUTES OF MEETING

EXTRACT FROM THE MINUTES OF THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NORWALK HELD ON THE 12TH DAY OF June 2012.

The Board of Commissioners of the Housing Authority of the City of Norwalk met in meeting at 24 ½ Monroe Street, Norwalk, Connecticut at the place, hour, and date duly established for the holding of such meeting.

The Chairman, Cesar Ramirez called the meeting to order and on roll call the following answered present:

Cesar Ramirez, Chairman
Jeffrey Ingraham, Vice Chairman
Bernadine Tatem, Treasurer
Beverly Krieger, Commissioner

Absent:

Larry Katz, Commissioner

The Chairperson declared a quorum present.

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The following resolution was introduced by the Commissioner Tatem and read in full and considered:

Approving Executive Director to sign Memorandum of Understanding with Trinity Washington Village Limited Partnership.

AYES

NAYS

Cesar Ramirez, Chairman
Jeffrey Ingraham, Vice Chairman
Bernadine Tatem, Treasurer
Beverly Krieger, Commissioner

The Chairman thereupon declared said motion carried and said resolution adopted.

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There being no further business to come before the meeting upon motion duly made and seconded, the meeting was adjourned.

EXHIBIT D

PERSONNEL SCHEDULE

Principal-in-Charge:

Development Project Manager:

Design and Construction Manager:

Patrick A.T. Lee

Eva Erlich

Frank Edwards