



City of Stamford
Neighborhood Stabilization Program
Local Action Plan

Mayor Dannel P. Malloy

Submitted to the State of Connecticut
Department of Economic and Community
Development
1/20/09

LOCAL ACTION PLAN

Subrecipient(s): <u>City of Stamford</u>	NSP Contact Person: Timothy R. Beeble Address: 888 Washington Blvd. Telephone: 203-977-4864 Fax: 203-977-4775 Email: tbeeble@ci.stamford.ct.us
Subrecipient Web Address: http://www.cityofstamford.org/content/25/52/131/144/358/default.aspx	

A. Identification of Area(s) of Greatest Need

Background:

In July 2008, the U.S. Congress passed Public Law 110-289, the Housing and Economic Recovery Act of 2008 (HERA) which created the Neighborhood Stabilization Program (NSP). NSP funds are available to acquire, rehabilitate, demolish and redevelop foreclosed and abandoned residential properties. As required by HERA, the U.S. Department of Housing and Urban Development allocated funds among communities and states based upon the number of foreclosures, sub-prime and delinquent loans in each jurisdiction. In any state where the allocation per City was not large enough (\$2 million) that jurisdiction's funds were rolled into the state allocation. As a result, in Connecticut, all funds were placed into a state allocation of approximately \$25 million. The State of Connecticut has developed a plan to allocate funds received based upon the measures of need defined by Congress. Stamford has been allocated \$2,909,550. To be eligible to receive these funds, the City of Stamford must submit a Local Action Plan to the State of Connecticut as a subrecipient of these funds. The City of Stamford's Local Action Plan is presented here as required by the State of Connecticut's NSP.

Measures of Need:

HERA mandated allocation of funds to communities most in need as a result of property foreclosures. The Act acknowledged the negative effect a foreclosed property has on neighboring properties, as property values erode. The measures of need designated in the Act were areas exhibiting: greatest percentage of home foreclosures, areas in which the highest percentage of existing loans were financed with sub prime mortgages, and areas which are likely to see a significant rise in the rate of home foreclosures. The Act also permitted localities to establish other related need categories as programs were designed. The State of Connecticut was able to utilize actual data in determining the need for HERA funds among its communities. These indicated that Stamford ranked fourth in the state in regard to the HERA measures of need.

The State has mandated that all localities apply the HERA measures of need within their boundaries, to assure fund distribution to where need is greatest. The state has also emphasized that the goal of the program is stabilization, and that funds should be distributed to areas where it is feasible to preserve and /or restore a "functioning and vibrant housing market". Investments should have potential to stabilize and redirect market forces, improve property values, reduce disinvestment, and stabilize the tax base. The state plan indicates that NSP funds should thus be directed to areas where loan to

value ratios still offer securitized collateral, and where core strengths/assets would otherwise decline without public intervention.

Stamford Foreclosure Activity:

The Stamford Community Development Office (SCD) has monitored foreclosure activity throughout Stamford over the past 6 months and looking back to October 1, 2006. SCD staff monitored legal advertisements for foreclosure auctions and reviewed the Town Clerk's land records, where all transfers of deed due to court ordered foreclosure are recorded, as are filings that could lead to foreclosure (Lis Pendens).

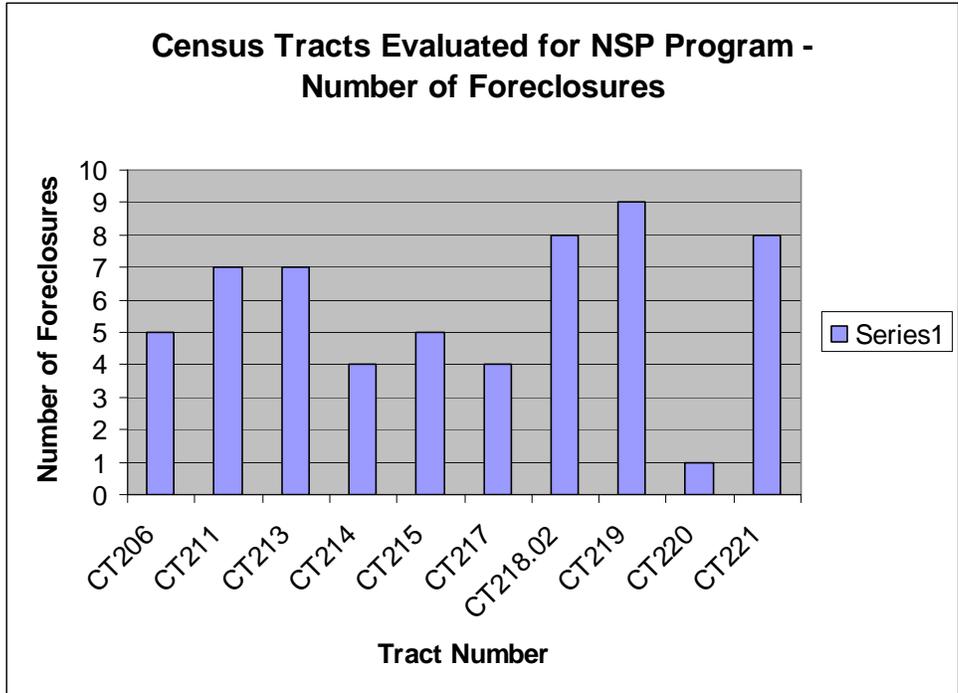
In Federal Fiscal Year (FFY) 2008 (10/1/2007 – 9/30/2008) there were 105 property foreclosures in Stamford. For the prior 12 month period (2006-07) there were 29 foreclosed properties. This represents a 3.6 fold increase in foreclosures in Stamford. However in the last six months of FFY 2008 there were 71 foreclosures, which represent an annualized rate of 142 per year. In the first three months of FFY 2009 there were 26 foreclosures.

Map 1 entitled "Certificate of Foreclosure and Committee Deeds – Federal Fiscal years 2007, 2008 and 2009" shows the location of foreclosed properties. This map includes foreclosures through October 22, 2008. Map 2 prepared by CHFA using SCD foreclosure data from the Town Clerk indicates foreclosures by calendar year through December 31, 2008. Map 2 also shows the locations of bank-owned property. Of the 36 foreclosures in 2007, six continue to be bank-owned as of the close of 2008.

Of the 160 residential foreclosures that have occurred since October 1, 2006, seventy-eight remain bank-owned as of December 31, 2008. However, this figure changes on a weekly basis. Only 30% of the bank-owned properties are listed for sale on the Multiple Listing Service. Based upon the SCD windshield survey of foreclosed property, approximately 25% were posted as having been winterized. Map 3 entitled "Bank Owned Properties" indicates the location of 75 Stamford foreclosed properties that were bank-owned as of October 20, 2008.

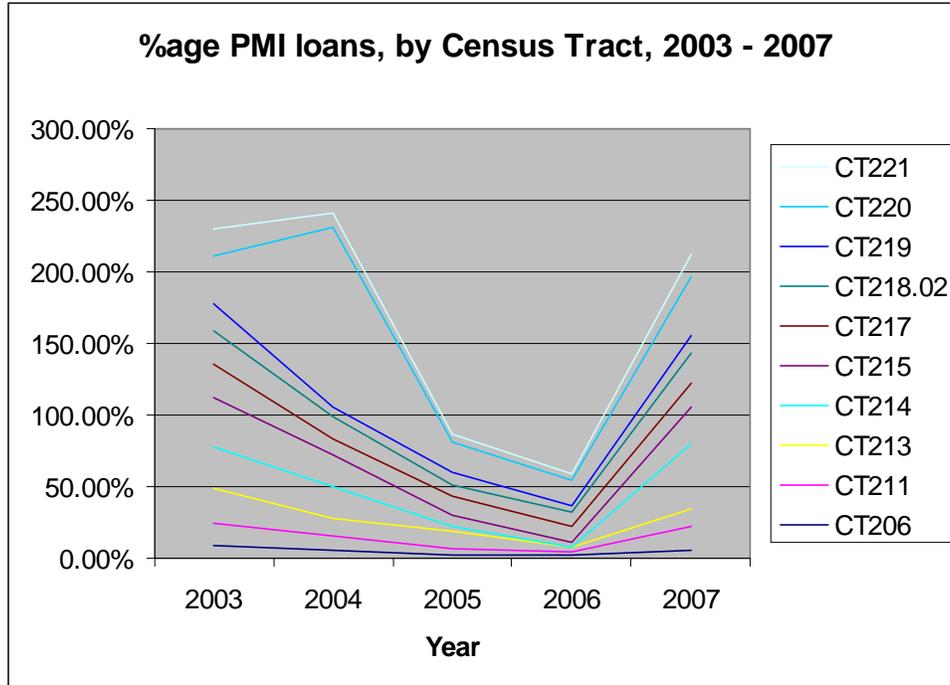
In addition, the Connecticut Housing Finance Authority (CHFA) provided a map of data (Map 4) indicating the location of sub-prime mortgage loans and Lis Pendens in Stamford.

The City of Stamford reviewed maps of foreclosure activity and further studied approximately ten census tracts. The City identified three neighborhoods that exhibit the greatest need for neighborhood stabilization based upon current and anticipated foreclosure activity. The census tracts for these neighborhoods are located along the I-95 corridor with the greatest concentration in neighborhoods known as the Westside, East Side and Cove. These tracts were further evaluated in relation to loan-to-value ratio as identified by the use of private mortgage insurance and the known incidence of sub-prime loans.



The graph above shows concentration of foreclosures in the 10 census tracts. The Eastside is comprised of tracts 217 and 218.02, the Westside contains tracts 213, 214 and 215 and the Cove Neighborhood contains tracts 219 - 221. Census Tracts 211 (Glenbrook) and Tract 206 (Ridges) were also studied, but were not selected for targeting of NSP activity.

An analysis of loan to value ratio was done by examining Home Mortgage Disclosure Act (HMDA) and Mortgage Insurance Companies of America (MICA) aggregate data provided by the Federal Financial Institutions Examination Council. The MICA data indicate mortgage transactions in which greater than 80% of value was borrowed by the mortgagor. Using this data, mortgages closed with mortgage insurance as a percentage of all mortgage closings within a subject tract was derived. To achieve trending, data for the years 2003 to 2007 were analyzed.



The number of loans closed subject to PMI dramatically increased in the City of Stamford in 2006. The increased number of mortgages requiring PMI can be explained by looking at the rising cost of housing in Stamford and the number and type of building permits issued during 2001 – 2007. Stamford and Fairfield County real estate prices have historically been much higher than in other counties of the state. FHA mortgage limits classify Stamford as a high cost area. Through 2007, the maximum single family mortgage limit for Stamford was \$362,790. The FHA limit is intended to be 95% of the area median home price. However, in a high cost community, the limit is kept artificially low by the requirement that it not exceed 87 percent of the Freddie Mac limit, a number based upon the national median (\$417,000). In Stamford, the market price of newly constructed condominiums in 2006 was \$323,660 to \$633,500. Single family houses were selling for amounts in excess of \$600,000.

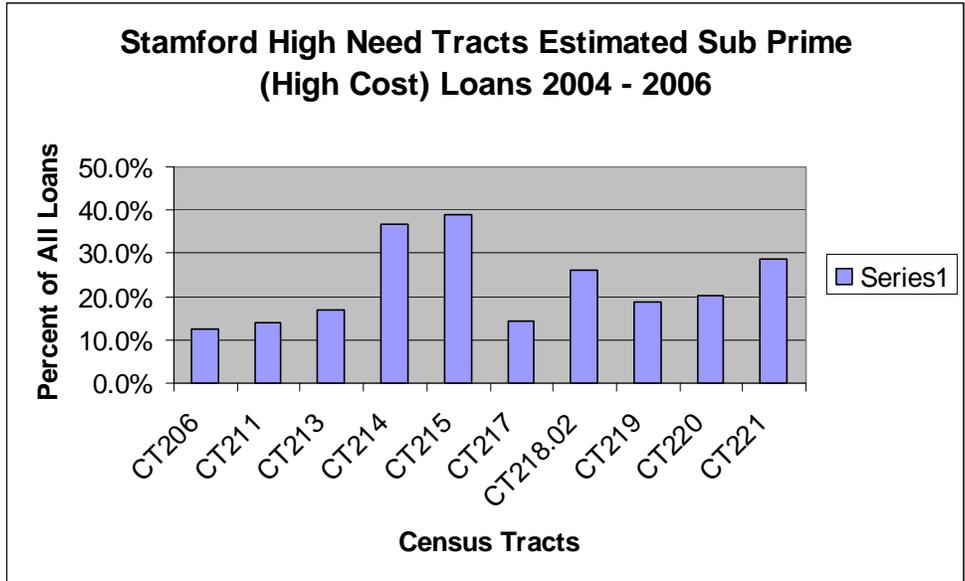
The high cost of housing combined with the dream of homeownership led many low and moderate income households to overreach their financial capacity in order to buy a home and ride Stamford’s wave of appreciation.

City planners and developers identified a gap in the housing stock, specifically the need for more affordable housing. In the context of the overall local real estate market the affordable alternative is often a condominium.

In 2001, apartment/condominium building permits totaled \$45,614,700. Those units would have entered the market in late 2002-2003. By 2003 apartment/condominium building permits plunged to \$4,487,000. The value of single family detached homes continued to rise, while the market continued to absorb the newly constructed

condominium units. By 2004 the number of building permits issued for apartments/condominiums increased to \$15,113,989. Presumably these units entered the market in 2006. This type of construction was largely concentrated in the impacted census tracts, and often provided the only home ownership opportunity for families and individuals of low to moderate income. However, as can be seen by the chart above showing percent of loans made requiring mortgage insurance, buyers seeking to own a home – even a condominium - were often compelled to engage in a high risk transaction. This often required investing very little equity and counting on a rising real estate market and steady interest rates to make ownership feasible. It appears this is especially the case in the Westside in census tract 214, where 45% of all purchasers required mortgage insurance.

Sub prime mortgage information for the tracts of greatest need is available through data provided by the U.S. Department of Housing and Urban Development, using the definition of loans reported as “high cost” under HMDA, that is , over 3 percentage points above the treasury yield rate of the period reported.



Many of the tracts impacted by foreclosures share the two prime indicators of a faltering real estate market, that is a high incidence of sub prime loans, and highly leveraged loans.

In many tracts, more people obtained sub prime loans in the 2004 – 2006 period than sought/needed mortgage insurance. This would seem to support the State of Connecticut’s Sub Prime Mortgage Task Force’s finding that sub prime loans were often marketed to those who could well have qualified for traditional financing.

In evaluating those tracts in which limited NSP funds could have the greatest impact, the City has decided to give priority to tracts where worsening foreclosure rates due to the combination of risk factors of high loan to value ratio and sub prime loans will not overwhelm the stabilizing effort. Thus, the City intends to deliver overall 80% of funds

to the three neighborhoods listed below. These represent the areas of greatest need in Stamford as evidenced by high concentrations of foreclosures. Sixty percent of all bank-owned foreclosed property is located in these three neighborhoods. These areas will continue to be impacted by foreclosures in the coming months as indicated by the concentration of Lis Pendens filings and sub-prime mortgage loans.

1. Westside comprised of Census Tracts (CT) 213 – 215,
2. East Side comprised of CT 217 and 218.02, and
3. Cove neighborhood comprised of CT 219 – 221.

While the City of Stamford will focus its NSP activity in these three target neighborhoods, it will consider funding the purchase/rehab of bank-owned property elsewhere in Stamford in order to address problem properties that pose a destabilizing impact on their immediate neighborhood or present opportunities to provide affordable housing and promote fair housing.

East Side Neighborhood:

Tract 217: this tract lies immediately east of the downtown, and contains dense condominium and apartment development. Of the Census 2000 count of 3,450 residential units, only 508 were found in 1 – 4 family structures. In 2000, only 753 units were owner occupied. In 2008, 262 units of housing was completed on East Main Street at Eastside Commons (112 condominiums) and Glenview House (150 apartments). These market rate developments have 10% of their units set aside to be affordable to Very Low Income households. All units are within walking distance or a short shuttle ride from the main Metro North station or the Glenbrook Station. Estimated figures from the U.S. Department of Housing and Urban Development (HUD) created for NSP indicate currently 3,102 households, with 1,461 mortgages. The neighborhood is served by retail along East Main Street. The amenities of the downtown social scene are also close at hand.

Private Mortgage Insurance (PMI) is generally required by lenders when the borrower is providing a downpayment of less than 20% of the value of the property. SCD studied the use of PMI as an indicator of heavily mortgaged properties and owners who may be at risk of foreclosure. Of the census tracts evaluated for the percentage of mortgage loans using PMI in 2007, the range of percent PMI was 6% to 45%. This tract had 16% of its mortgages having PMI. This was just below the median percentage among the studied tracts.

Tract 217 had 120 sub prime loans in the period 2004 – 2006, compared to a range among the studied tracts of 64 to 237. Income levels estimates by HUD for 2007 showed greater than 60% of the households as low income.

Tract 218.02: this tract lies east of Tract 217 and abuts the Town of Darien. The 2000 Census found that this tract had 2,098 residential units, 1318 were in 1 – 4 family structures and 1,154 units were owner occupied. Current estimates indicate an increase in owner occupancy since 2000 as indicated by estimated figures from HUD created for

NSP. These indicate currently 2,024 households, with 1,564 mortgages. Of the tracts evaluated for percent of mortgage loans using PMI in 2007, at 22% this tract is ranked fourth, below the high of 45%. Tract 218.02 had 237 sub prime loans in the period 2004 – 2006, the highest among the studied tracts. Income levels estimates by HUD for 2007 showed greater than 60% of the households as low income.

Westside Neighborhood:

Tract 213 lies immediately north of the heart of the Westside (Tracts 214 and 215, a CDBG Target Neighborhood), and contains single-family homes and condominiums. According to the 2000 Census, there were 1,556 residential units in this Tract with 1,209 in 1 – 4 family structures. In 2000, 1,037 units were owner occupied. Within the tract many sub-neighborhoods, often defined by natural geographic features, such as streams or hills have developed.

Estimated figures from HUD created for NSP indicate currently 1,512 households, with 1,317 mortgages. The area is served by retail on West Main Street and Stillwater Avenue. The neighborhood has easy access to the downtown. Of the ten tracts evaluated for percent of mortgage loans using PMI in 2007, at 11% this tract was at the low end of the range of 6% to 45% for the studied tracts. Tract 213 had 128 sub prime loans in the period 2004 – 2006, compared to a range among the ten evaluated tracts of 64 to 237. Income levels estimates by HUD for 2007 showed 43% of the individuals as low-moderate income.

Tracts 214 & 215 is known as the Westside is bounded by the Mill River, I-95 and the Town of Greenwich. The area is the site of single and multi-family homes, condominiums, small shops and offices. The neighborhood will be the site of significant capital improvements by the City. The Westside Walking Connector will provide access for low, moderate and middle income residents to the heart of Stamford’s Downtown, the Mill River revitalization area, the Stamford Transportation Center, and the University of Connecticut campus. The Westside Walking Connector will provide streetscape enhancements, walking/bicycle paths and a pedestrian bridge over the Mill River.

According to the 2000 Census, Tract 214 had 2,283 residential units, with 1,267 units found in 1 – 4 family structures; Tract 215 had 2,270 residential units with 1,391 units in 1 – 4 family structures. For both tracts, there were a total of 4,553 units of which 2,658 are in 1 – 4 family structures. In 2000, 1,101 units were owner occupied.

Estimated figures from HUD created for NSP indicate currently 2,198 (Tract 214) and 2,164 (Tract 215) for a total of 4, 362 households, with a total of 1,653 mortgages (Tract 214: 773 and Tract 215: 880). Of the tracts evaluated for percent of mortgage loans using PMI in 2007, Tract 214 had 45% and Tract 215 had 26% both falling at the high end of the range of 6% to 45%. Tracts 214 had 165 sub prime loans and Tract 215 had 198 sub prime loans for a total of 363 sub prime loans in the period 2004 – 2006, compared to a range among the ten evaluated tracts of 64 to 237.

Income levels estimates by HUD for 2007 showed 67% of individuals in Tract 214 and 74% of individuals in Tract 215 as low income.

Cove Neighborhood:

The Cove neighborhood is the recipient of a significant amount of the City's capital budget. The region is critical to the economic vitality of the City and quality of life enjoyed by all Stamford residents. Home to Cove Island Park, Terry Conners Ice Rink, and Cummings Park the neighborhood is a gateway for all City residents to access the beauty and recreational opportunities presented by Long Island Sound. The City is sensitive to, and strives to mitigate, any negative impacts resulting from the presence of Stamford's sewage treatment plant and its largest public works yard in the area.

Numerous streetscape improvements are scheduled for Magee Avenue.

The target Census Tracts in the Cove will be Tracts 219, 220 and 221.

Tract 219 is bounded on the north by Interstate 95 and the railroad, and elsewhere by bodies of water. The neighborhood is fully developed with 1 – 4 family homes and condominiums. According to the 2000 Census, 2,237 residential units, 1,800 are found in 1 – 4 family structures. In 2000, 1,287 units were owner occupied.

Estimated figures from the HUD created for NSP indicate currently 2,179 households, with 1,267 mortgages. The neighborhood is accessible to Long island Sound and Cove Island Park, as well as bus and train service.

Of the tracts evaluated for percent of mortgage loans using PMI in 2007, at 12% this tract was at the low end of the range of 6% to 45% among the studied tracts. Tract 219 had 138 sub prime loans in the period 2004 – 2006, compared to a range among the ten evaluated tracts of 64 to 237. Income levels estimates by HUD for 2007 showed 35% of the individuals being low income.

Tract 220 is defined on the southeast by tract 219, and bounded on the north by Interstate 95 and the railroad. Neighborhoods are densely built out with 1 – 4 family homes. Of the Census 2000 count of 1,169 residential units, 829 are found in 1 – 4 family structures. In 2000, 583 units were owner occupied.

Estimated figures from the U.S. Department of Housing and Urban Development (HUD) created for NSP indicate currently 1,150 households, with 548 mortgages. Of the ten tracts evaluated for percent of mortgage loans using PMI in 2007, at 41% this tract had the second highest median value in a range of 6% to 45%. Tract 220 had 64 sub prime loans in the period 2004 – 2006, compared to a range among the ten studied tracts of 64 to 237. Income levels estimated by HUD for 2007 showed 76% of the individuals as low-moderate income.

Tract 221 located southwest of Tracts 219 and 220 has a northern border defined by Interstate 95 and the railroad. Neighborhoods are densely built out with 1 – 4 family

homes. Of the Census 2000 count of 2,600 residential units, 1,603 are found in 1 – 4 family structures. In 2000, 924 units were owner occupied.

Estimated figures from the U.S. Department of Housing and Urban Development (HUD) created for NSP indicate currently 2,502 households, with 1,315 mortgages. Of the ten tracts evaluated for percent of mortgage loans using PMI in 2007, at 15% this tract is just below the median value in a range of 6% to 45%. Tract 221 had 217 sub prime loans in the period 2004 – 2006, compared to a range among the ten studied tracts of 64 to 237. Income levels estimates by HUD for 2007 showed 65% of the individuals as low-moderate income.

Glenbrook:

Tract 211: While Glenbrook is not a primary target area for NSP, SCD will monitor foreclosure activity there and consider directing some NSP activity to this neighborhood to address specific problem properties that are bank-owned or to provide some fair housing opportunities there. Glenbrook is northeast of downtown and contains classic suburban features. It is largely developed with medium density residential structures; however it is also close to Stamford’s industrial area. It is served by neighborhood retail on Hope Street and Glenbrook Road. The tract offers access to both the Springdale and Glenbrook Train Stations providing regular service to New York City. Local bus service also makes numerous stops throughout the tract. The City of Stamford will commit funds from the capital budget for the Glenbrook Community Center. According to the 2000 Census there are 2,409 residential units in this neighborhood with 1,663 in 1 – 4 family structures. In 2000, 1,329 units were owner occupied.

Estimated figures from the HUD created for NSP indicate currently 2,359 households, with 1,442 mortgages. Among the tracts evaluated for percent of mortgage loans using PMI in 2007, at 17% Tract 211 is slightly above the median in the range of 6% to 45%. Tract 211 had 115 sub prime loans in the period 2004 – 2006, compared to a range among the ten studied tracts of 64 to 237. Income levels estimates by HUD for 2007 showed 37% of the individuals in this tract as being low income.

B. Program Narrative and Use of Funds

Neighborhood Stabilization Program Overview:

The City of Stamford will receive an allocation of \$2,909,550 in Neighborhood Stabilization Program funds through the State of Connecticut and its Department of Economic and Community Development (DECD). These funds are available to undertake a narrow range of activities for the purpose of stabilizing neighborhoods that have been impacted by the proliferation of bank-owned foreclosed property.

NSP funds will be used to finance the acquisition of bank-owned foreclosed property, and, as necessary, its rehabilitation or demolition and redevelopment for affordable housing. NSP funds will be used to provide financial mechanisms for making the foreclosed property affordable to low and moderate income households who earn up to 80% of the area median income. At least thirty (30%) percent of the funds will be used to provide affordable housing to Very Low Income households who earn less than 50% of the Area Median Income. For specific properties that are critically important acquisitions to achieve neighborhood stability but are higher priced and/or require substantial rehabilitation which might otherwise require a NSP deep subsidy to make the property affordable to households at 80% AMI, the City will consider marketing the property to be affordable to buyers who are between 80% and 120% of AMI.

The City will cooperate with non-profit housing development organizations and a community development financial institution to carry out the NSP activities.

Presuming that DECD will continue to permit the City to re-cycle the program income arising from the sale of foreclosed property and the repayment of acquisition and construction loans for a period of four (4) years, the City anticipates the acquisition of approximately fifty (50) foreclosed properties. To the extent that the program will identify properties that need minimal rehabilitation and can arrange and financially assist in a direct purchase of a foreclosed property by a low income buyer from a lender, the number of units accomplished under this program may surpass 50.

NSP Target Areas:

The three neighborhoods listed below represent the areas of greatest need in Stamford as evidenced by high concentrations of foreclosures, bank-owned property, properties that are in the foreclosure court process and properties that have sub-prime mortgages.

1. West Side comprised of Census Tracts (CT) 213, 214 and 215,
2. East Side comprised of CT 217 and 218.02, and
3. Cove neighborhood comprised of CT 219 – 221.

These neighborhoods can be stabilized given the available NSP funding.

The City of Stamford will consider funding the purchase/rehab of bank-owned property elsewhere in Stamford in order to address problem properties that pose a destabilizing

impact on their immediate neighborhood or present opportunities to provide affordable housing and promote fair housing.

Contacting Banks:

The City via a letter from the Mayor will solicit lenders who are major holders of foreclosed property to participate in NSP. Sixty percent of the foreclosed properties in Stamford are currently owned by five lenders:

Deutsche Bank holds title to 18 foreclosed properties,
U.S. Bank holds title to 8 foreclosed properties,
Wells Fargo Bank holds title to 8 foreclosed properties,
Bank of New York holds title to 7 foreclosed properties,
HSBC holds title to 6 foreclosed properties, and
LaSalle Bank holds title to 5 foreclosed properties.

The City will also contact other lenders if they hold title to foreclosed property that is strategically important to NSP in terms of its location, impact on the neighborhood and/or anticipated acquisition price vis a vis providing affordable housing to very low income families.

Selecting Properties for Negotiation:

In advance of receiving responses to the Mayor’s letters to foreclosing banks, the City will focus on foreclosed property that is actively offered for sale through a Realtor or other public offering. Approximately 30% of the bank owned foreclosed property in Stamford is offered for sale through the Multiple Listing Service.

A team of inspectors comprised of the Community Development Director (or designee), Housing Construction Specialist, Health Inspector, and staff from cooperating non-profits (Mutual Housing Association, New Neighborhoods, Inc., Habitat for Humanity and Housing Development Fund) will inspect and evaluate each listed foreclosed property to determine whether it should be targeted for NSP and whether its rehabilitation needs are extensive enough to necessitate the use of a non-profit to serve as an interim owner to coordinate the rehabilitation and market the property for sale to a low income household. The Health Inspector will conduct an asbestos inspection, paint inspection and lead paint testing with XRF equipment.

If a property is deemed appropriate for acquisition/rehab by a non-profit, the City will work with one of its non-profit development partners to analyze the feasibility of the acquisition/rehab/resale project and the income level target for the resale.

If the property is deemed appropriate for direct acquisition by a low income buyer, then the City will work with its non-profit homebuyer counseling partner (Housing Development Fund and Mutual Housing Association) to determine the income level target for the property. The non-profit will refer eligible low income buyers to inspect the property with their Realtor and consider purchasing the unit with NSP assistance.

Negotiation of Acquisition:

Subsequent to identifying a property targeted for acquisition, the City will issue a Letter of Interest to the seller via the listing Realtor, indicating that the City through its non-profit partners would like to negotiate an acquisition of the property with NSP funding. The letter will explain the parameters of the NSP program particularly as it relates to limiting the purchase price to no more than 85% of the market value. The letter will also include much of the URA notification and disclosures regarding the power of eminent domain.

The Letter of Interest will indicate that the City is prepared to engage a licensed appraiser to evaluate the property, once we confirm that the Seller has not already accepted an offer to purchase or is currently negotiating an offer. If the lender has a recent appraisal that it will share with the City and its partners, the negotiations may use this as allowed by HUD. Upon receipt of the written appraisal, the non-profit partner and the City will review the feasibility analysis for the acquisition based upon the appraised value. Subject to the feasibility determination, the seller will be contacted with a price offer as follows:

For acquisition/rehabilitation, the non-profit developer will make an offer to purchase the property at a price that does not exceed 85% of the Area Median Income. The seller must provide a transfer of title that is free and clear of all liens, including tax liens and condominium fee liens. Provided that the seller agrees with the appraised value and accepts the offer to purchase, the City will work with the non-profit to facilitate a closing in 30 days. The offer will not be contingent upon financing. The Offer will require the Seller to provide reasonable access to the building for inspection by the City and non-profit staff, as well as contractors.

For direct acquisition by a low income buyer, the City will negotiate with the seller regarding the acceptability of the 85% price based upon a buyer to be determined later. Once the seller agrees to the price, the non-profit homebuyer counselor organization will commence referring prospective low income buyers to inspect the property and consider purchasing it. If minor rehabilitation is required, the City will provide prospective buyers with a specification for the work and an estimate of the cost.

Acquisition/Rehab:

At the time of inspection, the Health Inspector, Housing Construction Specialist and non-profit development staff will outline the rehabilitation needs. The Housing Construction Specialist will outline a specification and estimate the rehabilitation cost. City and non-profit developer staff will analyze the preliminary feasibility of the acquisition/rehab and determine the target income level for the resale. As the City obtains updated sales data, this percentage may be adjusted to reflect the market. The feasibility analysis will project all costs of acquisition, rehabilitation and disposition. The analysis will determine the selling price, the target income range for prospective buyers and the probable downpayment loan necessary for affordability.

If the property is deemed to be preliminarily feasible, then the City will proceed to issue a Letter of Interest to the seller. Subsequent to receipt of the appraisal, the City and non-profit staff will re-examine the feasibility of acquisition/rehabilitation/re-sale based upon a purchase price of no more than 85% of the appraised value. If the acquisition/rehab project is deemed feasible, the non-profit will present to the Seller an Offer to Purchase.

Upon acceptance by the Seller of the Offer to Purchase, the City and non-profit staff will proceed with writing specifications and bidding the rehabilitation. The goal will be to have the rehabilitation specifications bid and the contractor selected prior to the closing on the acquisition. The goal will be to complete the rehabilitation in no more than four months.

While the rehabilitation is underway, the non-profit homebuyer counseling organization will refer prospective low income buyers to the non-profit developer or their listing Realtor, if applicable. In accordance with NSP regulations, the purchase price shall not exceed the aggregate costs of acquiring, rehabilitating and selling the property. If a prospective buyer wishes to make an offer on the property, the homebuyer counselor or their Realtor, if applicable, will assist in presenting the Offer to the non-profit developer.

Direct Purchase:

Each low income buyer will use their own Realtor for purchasing bank-owned property. The non-profit homebuyer counselor will guide any prospective buyer in the selection of a Realtor if they do not already have one. Qualified low income buyers and their Realtors will be referred to the targeted bank-owned property for which the bank has already agreed to the selling price based upon the NSP appraisal. A buyer wishes to proceed with an offer will be assisted by their Realtor and homebuyer counselor to present a formal Offer to Purchase.

Homebuyer Counseling:

Each low income household which purchases a home with NSP assistance will receive eight (8) hours of homebuyer counseling from a HUD-approved agency. The agency will receive a fee from the City for each homebuyer who receives counseling and purchases a NSP home. Beyond this curriculum, the homebuyer counseling agency may provide other services for which fees may be paid from other sources or NSP, if eligible.

Underwriting of Mortgage Loans:

Homebuyers will be required to obtain mortgage loans from conventional lenders or the Connecticut Housing Finance Authority, acceptable to the City, who agree to abide by the bank regulators' guidance for non-traditional mortgages. The City will not agree to a first mortgagee that has a record of aggressive pursuit of strict foreclosure with disregard for the mortgage interests of the City of Stamford and the equity position of borrowers.

The maximum ratio of housing costs to income shall be 35% and the maximum ratio of housing costs plus debt to income shall not exceed 43%. The City will offer buyers who meet the income target requirements identified for each property by the City and its non-profit developer partner, a zero percent deferred payment Affordability Gap Loan in an

amount necessary to achieve affordability provided that the buyer is dedicating at least 33% of their income to housing costs. In no case shall a NSP Affordability Gap Loan exceed \$50,000 per dwelling unit.

In addition to a NSP Affordability Gap Loan, households with income below 65% of the AMI may qualify for a Downpayment Loan of \$20,000 from the HOME Investment Partnerships Program provided that the purchase price does not exceed the maximum limit set by HUD.

The aggregate sum of the NSP Affordability Gap Loan and all superior liens on the property must not exceed the lesser of the purchase price or appraised value of the property.

In terms of lien priority, the mortgage for a NSP Affordability Gap Loan will only be subordinated to the conventional or CHFA acquisition loan mortgage and a HOME Downpayment Loan mortgage. If the Housing Development Fund extends to a borrower a Smart Move Loan which is funded by a consortium of conventional lenders, the City will subordinate its NSP Loan to the Smart Move Loan.

Long Term Affordability:

Properties assisted with NSP funds shall be deed restricted to assure long term affordability of the housing. Re-sale prices of homebuyer units shall be restricted in accordance with NSP regulations for 15 years. The occupancy and rent levels for apartments assisted under NSP shall be deed restricted to assure affordability for 15 years, except that newly constructed units shall be restricted to be affordable for 20 years.

How local program will meet or exceed the goals and guiding principles in the State's 2008 Action Plan Substantial Amendment for the Neighborhood Stabilization Program.

Stamford NSP will meet the goals and guiding principles as presented in the State's 2008 Action Plan Substantial Amendment for NSP. It will do so while benefiting an economically diverse population and providing opportunity to expand workforce housing efforts. In the narratives above regarding area/tract selection, areas have been included that are not now CDBG target areas, based upon our understanding of the real estate and mortgage market conditions in the tracts involved. One of the NSP target neighborhoods abuts Greenwich and the other two neighborhoods abut Darien.

These were neighborhoods of aspiration; buyers extended themselves and their household budgets to move from costly apartments and purchase affordable condominiums and single family homes. These, too, are areas with a pattern of sub prime mortgages. Assistance to these neighborhoods will assure continued stability and livability. As a result, direct beneficiaries of the NSP program will span a range of incomes and include those who seek to live and work here. Indirect beneficiaries include the other homeowners, renters and business owners of neighborhoods impacted by foreclosures. The City of Stamford will focus NSP activities to assist households earning less than 80%

of the Area Median Income (AMI). Currently, the SCD Office, through its HOME Program, provides downpayment loans to households who earn up to 65% of AMI. Extending NSP assistance to those earning up to 80% AMI will help families who have been excluded from the HOME Program in the past.

DECD Goal	Stamford NSP
<p>Increase affordable workforce housing opportunities, coordinating with local partners in neighborhoods most affected by foreclosure</p>	<p>The Stamford NSP emphasizes those areas with housing that will be within reach of those with low and very low incomes – our workforce segment that is least able to afford to live in Stamford. All foreclosed property acquisitions will occur at or below 85% of the appraised value. As may be necessary, the City will provide Appraisal Gap subsidies and Affordability Gap Loans with NSP dollars in combination with HOME Downpayment Loans and in tandem with downpayment loans available from the Housing Development Fund, Inc. The City is working with local neighborhood groups (East Side Partnership and the West Side Neighborhood Revitalization Zone) to obtain neighborhood suggestions regarding target properties for NSP and also to engage them in marketing the NSP properties to assure that neighborhood residents are aware of NSP home purchase opportunities. Both the Homebuyer Counseling Agencies (MHA and HDF), as well as non-profit developer, New Neighborhoods, Inc., have played major roles in marketing workforce housing created through local initiatives.</p>

DECD Goal	Stamford NSP
<p>Maximize revitalization/stabilization in target neighborhoods, coordinating investment of local and state resources</p>	<p>SCD is the administering agency for the NSP funds, as well as the City’s CDBG, HOME, Capital Budget for housing, Inclusionary Zoning Housing Trust Fund and Linkage Trust Fund. The Stamford NSP will target single family and condominium units. Condominiums will be a primary focus in anticipation that these units may require minimal rehabilitation and can be acquired for a lower cost, enabling the City to provide homeownership opportunities to Very Low Income households. Addressing foreclosed condominiums will have an immediate impact on the financial stability of the condo association involved, and in turn, the maintenance of items affecting all units. Such foreclosures and the loss of a flow of condominium monthly fees can be devastating to a small condominium complex and in turn, its surrounding neighborhood. Eligible purchasers of units may also be assisted with HOME downpayment assistance. Counseling agencies involved in guiding low income homebuyers will refer them to conventional first mortgagees, CHFA, HOME and other resources. In the event of substantial rehabilitation, funds are available from HOME and CDBG.</p>
<p>Purchase foreclosed residential properties for the purpose of providing affordable and supportive housing</p>	<p>SCD has collected data on foreclosed units from the Town Clerk’s land records. Less than 20% of the foreclosed units are apartments in small multifamily buildings. Multi-family units are best suited to providing supportive living environments. SCD will consult with St. Luke’s Community Services and Laurel House regarding their interest in acquiring small multifamily properties, rehabilitating them and providing supportive housing. There are only 16 foreclosed properties that have either two or three units. These properties may be appropriate for sale to homeowners who would rent the other unit(s), or for supportive housing.</p>

Complement ongoing foreclosure prevention activities of State and local partners	<p>Stamford’s NSP requires that purchasers use conventional lenders or CHFA for their first mortgage loans. Home purchase financing must also meet the Stamford NSP underwriting standards for Loan-to-Value and Debt-to-Income ratios.</p> <p>Since May 2008, SCD has worked with “Homes Saved by Faith,” a statewide faith-based foreclosure intervention and prevention program. This is a coalition of 150 churches and ministries of 8 denominations. The participating churches urge their congregation members who are faced with foreclosure proceedings to meet with church leaders who will counsel and refer them to foreclosure prevention programs. NSP partner, HDF has a Mortgage Foreclosure Intervention Program. Information on these programs is attached. Stamford NSP will engage homebuyer counseling agencies to provide post purchase follow-up counseling to help prevent buyers from credit/debt management problems that may lead to foreclosure.</p>
Minimize displacement and maintain occupancy of tenants in good standing	<p>The Stamford program will give first priority to vacant properties. In the event a multi-family unit is occupied, the agreement with an NSP assisted buyer will require non displacement and continued occupancy of URA-eligible tenants in good standing.</p>
Maximize revitalization and stabilization impact on neighborhoods containing/close to transit centers and other public investment	<p>The NSP target neighborhoods are to the east and west of the downtown. They are well served by public transportation including bus lines and Metro North’s three train stations in Stamford: Stamford Transportation Center, Springdale and Glenbrook. In addition NSP activities support the proposed new train station for the East Side.</p>

The table below summarizes how the Stamford NSP addresses the **DECD Guiding Principles** presented in the State’s Substantial Amendment.

DECD Guiding Principle	Stamford NSP
Area designation: above average foreclosure, significant assets, high probability of rebound with modest investment	The NSP Target Neighborhoods of Westside, East Side and Cove exhibit higher concentrations of foreclosures, bank-owned property, lis pendens filings, and sub-prime mortgages. While the

	<p>Target Neighborhoods have 60% of the bank-owned property and while they are impacted by foreclosures, these areas are expected to rebound as a result of a concentration of NSP activity. See maps and area descriptions. All Target neighborhoods have condominium foreclosures, which provide for lower acquisition and rehab costs, whereby these units can be made affordable for resale to low income purchasers.</p>
<p>Balance of Approach</p>	<p>The focus of Stamford NSP will be condominium and single family homes to provide homeownership opportunities to Very Low Income and Low Income households. This is also a reflection of the fact that 80% of the foreclosed properties are condominium or single family. Only 20% of the units in bank-owned Stamford properties are apartments in buildings having 2 or more units. No foreclosed property has more than five units. Rental properties will be considered for NSP. However, currently there are only two properties located in the Target Neighborhoods that are bank-owned multi-family (two-family). Stamford NSP provides two “tracks” for unit participation: 1. units that only require minimal repair, where ownership will be brokered by the NSP program between qualified buyer and REO listing agent, and 2. units requiring more extensive repair, that will be purchased, renovated and sold by our partner non-profit developers under NSP program requirements.</p>
<p>Partnering With Stakeholders</p>	<p>Stakeholder partners in Stamford NSP include the non-profit affordable housing developers: MHA, NNI, and Habitat for Humanity. Permanent supportive housing may be developed by Laurel House, Shelter for the Homeless, and/or St. Luke’s Community Services. SCD will partner with MHA and HDF to provide both pre-purchase and post-purchase homebuyer counseling services. SCD will consult with neighborhood organizations, including the East Side Partnership and the West Side Neighborhood Revitalization Zone, along with the City of Stamford Land Use Bureau to obtain their suggestions on foreclosed properties to target for acquisition and rehab or acquisition/demolition/redevelopment.</p>

DECD Guiding Principle	Stamford NSP
<p>Coordinate Investment Strategies to Maximize Housing and Neighborhood Outcomes</p>	<p>SCD administers all federal, state and local housing and community development programs on behalf of the City of Stamford to assure that investment occurs in a manner consistent with its Consolidated Plan and Action Plan.</p> <p>Development that occurs privately related to major housing and commercial development is reviewed and approved by the Stamford Land Use Bureau. SCD cooperates with the Land Use Bureau to assure that the Consolidated Plan is consistent with the City’s Master Plan and adopted neighborhood plans. In preparing the NSP Local Action Plan, SCD met with Mayor Dannel Malloy, Land Use Bureau Chief, Economic Development Director, Director of Administration, the Director of Operations, NNI, MHA, HDF, Habitat for Humanity, Homes Saved by Faith, Stamford Partnership, West Side NRZ, and East Side Partnership, All activities achieved under the NSP grant will be consistent with the Consolidated Plan. All rehabilitation and redevelopment is subject to multi-department review as part of the building permit process.</p>
<p>Coordinate Approaches to Purchasing, Renovation, and Sale of Properties, Maximizing Discounts on Costs and Minimizing Redevelopment/Disposition Costs</p>	<p>As described earlier in this section, SCD will coordinate the NSP activities being carried out by non-profit partners, Realtors, appraisers. SCD will lead a team approach to identifying and inspecting units, analyzing the feasibility of acquisitions, and financing acquisition and rehab. The City program is efficient in design by allowing low income buyers to directly purchase foreclosed units requiring minimal repairs from banks, thus eliminating the time lost in arranging two closings and duplication of the associated professional and recording/conveyance fees. Properties to be acquired/rehabilitated then resold will be undertaken by NNI, Habitat for Humanity as well as MHA which has in-house Realtor and counseling services.</p>

Guideline	Stamford NSP
Support of Local Credit and Counseling Partners	Agreements with Homebuyer Counseling Agencies will include a fee structure for the 8-hour course to be given to buyers of NSP units. SCD may also contract with these agencies to provide other pre-purchase and post-purchase services.
Green, Healthy Homes, and Energy Efficiency	Specifications for any rehabilitation work will be reviewed by the SCD staff to assure incorporation of energy star equipment/appliances, and that required replacement materials (windows, doors) meet energy efficient standards. All specifications will reflect necessary lead-based paint hazard control and asbestos abatement as per HUD requirements.
Requirement: 30% of NSP funds benefiting buyers with income not exceeding 50% of Area Median Income (AMI)	Stamford NSP will target foreclosed condominiums to provide opportunities for homeownership by Very low Income households. Condominiums will also have lower rehabilitation costs than single family homes. In addition, NSP funds will be utilized for Appraisal Gap subsidies and Affordability Gap Loans so that the units will be affordable to the target population.

B. How Stamford will meet the set aside requirement that at least 30% of funds awarded serve households with incomes at or below 50% of AMI.

Based upon its track record in its HOME Program, SCD is confident that a large portion of Stamford NSP activities will assist Very Low Income households. Since September 1997, 168 households have been assisted with HOME Downpayment Loans. Of these buyers, 59% were Very Low Income and 41% were Low Income.

Stamford will meet the set aside requirement through its program design that facilitates a sufficient supply of appropriately priced ownership opportunities for those earning less than 50% AMI. Stamford NSP will focus a substantial portion of its program to acquiring foreclosed condominiums in the Target Neighborhoods that have long provided residences for the City’s workforce. Also, NSP funds will be available to write down the combined acquisition and renovation costs through Appraisal Gap subsidies which in combination with Affordability Gap Loans and other assistance will assure affordability to Very Low Income households. HOME downpayment funds will also be available, up to \$20,000 per unit.

B. Net Realizable Value

Stamford will abide by the minimum 15% discount rate for the acquisition of bank-owned foreclosed property, as presented in the State's Substantial Amendment. In the event that Stamford NSP acquires foreclosed property through the National Community Stabilization Trust (NCST), then in such cases, the City will rely upon the Net Realizable Value as calculated by NST and approved by HUD for achieving the required discount on acquisitions.

B. Efforts to minimize displacement and relocation and maintain occupancy of tenants in good standing.

Based upon SCD's site visits to bank-owned foreclosed property in the target neighborhoods, it appears that most of the properties are vacant. Stamford NSP will focus on properties that are vacant so as to avoid relocation and displacement issues. However, if a condominium or single family house is occupied by foreclosed owner, SCD will consider assisting that former owner to re-purchase their home. In this case, SCD will consider approving the use of a non-traditional lender if the buyer cannot qualify for conventional financing, and provided that the lender agrees to the NSP requirements.

In the event that SCD and its partners believe that a tenant-occupied property is critical to neighborhood stabilization, then NSP assistance will only be provided if there is a plan for relocation and the provision of benefits in accordance with the Uniform Relocation and Acquisition Act (URA).

As indicated above, Stamford's inventory of bank-owned properties shows few NSP eligible properties that are rental units. Only two bank-owned multi-family properties are located in the target neighborhoods, and both are vacant.

B. Mechanisms to insure long-term affordability and monitoring to insure compliance.

Stamford has been a Participating Jurisdiction under the HOME Investment Partnerships Program since 1992. Under its Downpayment Loan program, SCD has assisted 168 low income homebuyers. Each HOME mortgage serves as the silent policeman to assure that the HOME Loans are repaid (recaptured) upon sale, transfer or refinance. Fifty owners have repaid their HOME Loans. SCD monitors the remaining 118 HOME borrowers for continued compliance with the owner-occupancy provisions of the HOME loan documents. SCD will incorporate NSP homebuyer monitoring with its monitoring of HOME units.

With regard to rental units, SCD has assisted in the rehabilitation or new construction of 434 apartments with HOME Loans. Of these, 114 units are still subject to continuing affordability. The SCD staff annually monitors HOME units for low income occupancy,

rent levels and condition. SCD will incorporate NSP units into its monitoring cycles for the HOME Program.

SCD will modify its standard HOME loan documents for rental property and downpayment to develop loan documents for NSP activities.

B. Demonstrate administrative mechanisms to ensure that the homebuyer obtains a mortgage loan from a lender who agrees to comply with the bank regulators' guidance for non-traditional mortgages.

Stamford NSP will require that all buyers of NSP assisted property utilize only a conventional 30 year mortgage loan or CHFA loan for their primary loan. The Homebuyer Counseling Agencies will refer clients to conventional mortgage lenders. SCD will not agree to a first mortgagee that has a record of aggressive pursuit of strict foreclosure with disregard for the mortgage interests of the City of Stamford and the equity position of borrowers.

If a prospective buyer does not qualify for a conventional loan, in very limited circumstances will a non-traditional first mortgage be permissible. In such cases the following must be addressed to SCD's satisfaction in the first mortgage loan documents:

- The lender must present a signed statement indicating its agreement to adhere to the bank regulators' guidance for non-traditional mortgages.
- The loan must meet the Stamford NSP underwriting standards.
- The loan must be approved on the basis of the borrower's ability to repay the loan according to its terms.
- Information must be provided that enables the borrower to understand material terms, costs, and risks of loan products. This information must be provided at a time that permits the borrower to select among loan products early in the finance packaging process.
- Communication with the borrower must contain balanced, clear information about the relative benefits and risks of the loan product proposed.
- Prepayment penalties should be limited to the first year of the loan.

B. Identify staff and consultants to be used to administer and implement NSP activities, and whether the program is using existing or new hires.

The following existing staff will be used to complete NSP program activities:

- **Housing Development Manager** – brings 31 years of supervisory experience in government programs and administration, including HUD funded housing finance and rehabilitation projects. This person will be compensated from other funds, but provide 50% of her time to NSP related work, including integrating the NSP funded activities with other funded activities (HOME, CDBG, Lead Hazard Control Program).

- **Housing Construction Specialist** – This individual has more than 30 years of diversified experience with the SCD Office in HUD-funded residential rehabilitation and new construction, with specific experience in project management, bidding procedures, specification writing, lead hazard control, cost estimating and Davis Bacon wage compliance. The Housing Construction Specialist will include abatement of all code violations in the NSP rehabilitation specifications. Approximately 25% of his time will be spent on NSP program delivery.
- **Health Inspector(s) II** – These individuals are trained lead inspectors and risk assessors in the State of Connecticut. They will inspect all prospective NSP properties on behalf of the City’s Health Department for compliance with Stamford’s Housing Standards. The Inspectors will inspect for defective paint and will use an XRF gun to test for the presence of lead based paint. Inspection skills include review of proposed specifications and lead management plans. Approximately 5% of the Health Inspectors’ time will be devoted to NSP
- **Grants Coordinator** – This individual has training and two year’s experience in CDBG, environmental reviews, and real estate finance. He will continue to monitor foreclosure impact on neighborhoods, and assist in processing necessary contracts/payments for acquisition, rehabilitation, redevelopment and services provided for NSP activities by its partners and appraiser(s). He will provide detailed review of buyer financing packages to assure compliance with sound lending practices outlined above, and income eligibility. Approximately 35% of the Grant Coordinator’s time will be devoted to and reimbursed from NSP.
- **Legal Counsel** – Community Development outside legal counsel will provide review of proposed agreements. Legal counsel was procured via a competitive bid. The current contract runs through 2009.
- **Appraiser** – Services of qualified appraiser(s) will be procured by SCD through an RFQ process.

The above NSP staff will report to two key City staff as they implement the Program:

- **Community Development Director** - will serve as overall project director for Stamford NSP and will supervise SCD staff. Oversight of the Program will be accomplished through regular meetings with administrative staff, supervisory sessions with the Housing Development Manager and meetings with the NSP partners. The Community Development Director has more than 30 years experience in managing HUD housing rehabilitation programs including CDBG, Rental Rehabilitation Program, HOME, Lead Hazard Control Program, as well as the City’s Capital Budget for housing, Inclusionary Zoning Trust Fund and Linkage Trust Fund. The Community Development Director will contribute 20% of his time to NSP.
- **Director of Environmental Inspection** – will supervise the Housing Inspector positions associated with the Health Department, as inspections and case procedure must be followed as per the standards of local and state public health law. Many of the housing units addressed with NSP funds also have various housing code violations. This individual will also be key in assuring that housing code inspections are coordinated with the building rehabilitation process. The person holding this

position has more than 35 years experience in housing code enforcement and environmental health.

B. Identify local partners that will help to implement NSP activities and their experience in delivering these activities

Under NSP, the City will partner with established local non-profits with excellent records in the area of housing counseling and affordable housing rehabilitation and development.

The **Housing Development Fund, Inc. (HDF)**, is a HUD certified homebuyer counseling agency, that has served Stamford and collaborated with SCD since 1989. HDF has an array of financing programs low income homebuyers and both non-profit and for-profit developers of affordable housing. The organization has helped 470 households to become homeowners, leveraging \$75.4 million in private sector financing. HDF has financed 38 multi-family developments, yielding 554 rental units housing nearly 1400 people. HDF has prepared approximately 140 low income buyers of homes for participation in the City's HOME downpayment program.

Mutual Housing Association of Southwest Connecticut, Inc. (MHA), is also a HUD certified homebuyer counseling agency, and has prepared approximately 25 buyers for participation in the Stamford HOME downpayment program. MHA is an established non-profit housing developer with approximately 30 years of experience. Recent MHA developments have included supportive housing in collaboration with Laurel House, development of West Side Commons for a total of 29 affordable condominiums, 19 of which are completed and occupied. Both HDF and MHA are expert in preparing a buyer for the responsibility of HOME ownership, and also in meeting the paper work requirements for federally funded programs. Currently MHA is collaborating with Habitat for Humanity to construct 8 new condominiums at 275 West Main Street in Stamford.

New Neighborhoods, Inc. (NNI), is a non-profit developer of affordable housing that was formed in Stamford forty-one years ago. NNI has a long history of developing rental and condominium housing for low income households. Recent affordable ownership opportunities include Franklin Place – 4 units and Ludlow Place – 50 units in pre-development. NNI also manages a significant number of affordable rental units in Stamford (200 units). They will be partnering with the City to acquire NSP eligible units, rehabilitate them, and then market/sell them to NSP eligible buyers.

Habitat for Humanity of Coastal Fairfield County, while being an established non-profit developer of affordable ownership housing for more than 20 years, is new to Stamford. They are currently collaborating with MHA to take the lead in constructing 8 new condominiums at 275 West Main Street in Stamford with funding from the City of Stamford and General Electric. NSP seems to be a perfect fit for Habitat and its mission and typical project size.

Excerpts from these partners' annual reports can be found online. Follow the hyperlinks below:

<http://www.nnistamford.org/NNI%202008.pdf>
<http://www.mhaswct.org/Annual%20Report/AR2007MHA.pdf>
<http://www.hdf-ct.org/presskitbackground.html>
<http://www.bridgeporthabitat.org/results/index.htm>
http://www.bridgeporthabitat.org/about/CEO_message.htm
http://www.bridgeporthabitat.org/about/annual_report.htm

B. How NSP funds will be used to further fair housing goals identified in the Stamford Analysis of Impediments to Fair Housing.

Stamford NSP will primarily be a home ownership program. As previously discussed, 80% of foreclosed bank-owned properties are condominiums or single family homes. Homebuyer assistance programs are Stamford's most effective tool in promoting Fair Housing opportunities. Under Stamford's HOME Program, 168 households have been assisted to purchase homes. Of these owners, 56% were Black, 20% Hispanic, 19% White and 5% Asian. Incomes of participants have ranged from \$11,000 to \$82,000.

The Stamford Analysis of Impediments to Fair Housing states that:

“Review of Community Reinvestment Act (CRA) reporting data for the Bridgeport-Stamford-Norwalk MSA indicates that at least two factors impact home buyer financing: income and race. Data for conventional mortgage financing by income level indicates that as income levels increase, significantly greater numbers of loans are originated, with a decreasing percentage of those loans being denied. It is not until income level of the originated loan applicant equals 100% of the MSA median that percentage of loans denied is equivalent to percentage of loans originated for that income group. In lower income levels, percentage of loans denied are greater than the income groups share of loans originated. If income is the sole factor impacting the denial decision, then the remedy is to increase income, or make loans requested align better with available income in the lower income ranges.

The Bridgeport-Stamford-Norwalk MSA CRA data indicate that the percent of total loan originations of white non Hispanic versus other races/ethnicities is somewhat disproportional to applications from these groups, but loan denials are severely disproportionate to both application levels and loan originations.”

The NSP program will facilitate obtaining properties at lower than market cost. Some properties will be rehabilitated. If there is a gap in value between the after-rehab appraised value and the total cost of acquisition and rehabilitation, then NSP will provide an Appraisal Gap subsidy to reduce the price of the home. To the extent that buyers have an affordability gap between the price of the home and their total financing and downpayment funds, NSP may be used for an Affordability Gap Loan.

The homebuyer counseling course will assure that minority buyer candidates are aware of identifying and reporting discrimination in purchasing and financing real estate. The housing counsel agencies will guide buyers through applications for financing and assistance.

It should be noted that NSP property buyers will also be eligible for a \$20,000 HOME downpayment loan. The downpayment program has consistently met the needs of the minority community.

For rentals, Stamford will utilize language used in its HOME development agreements requiring owners to adhere to the City's Affirmative Marketing Procedures. The goal of the City's procedures is to assure that those who normally might not apply for the new or vacant rehabilitated units because of their race or ethnicity know that vacancies exist, feel welcome to apply, and have the opportunity to rent/buy the units. Under these procedures, HOME loans for rental housing require affirmative marketing of vacant apartments. Landlords are required to notify the City of vacant apartments which in turn notifies interested local organizations that may refer minority clients.

Use and Distribution of NSP Funds:

Establish Financing Mechanisms for purchase of NSP units – 24.3%

Purchase and Rehabilitation of foreclosed property – 69.3%

Establish Land Banks - 0%

Demolish Blighted Structures – 1.4%

Redevelop Demolished or Vacant Properties – 0%

C. Definitions and Descriptions

Only definitions of terms that are different from those found in the DECD Plan Amendment are noted here:

Blighted Structure – will be defined as per City ordinance, Chapter 146, Housing Standards, Article III.

Housing Rehabilitation Standards – will be defined at those standards contained in the Stamford Health Department Housing Standards. A copy of the rehabilitation standards used are contained in Attachment 2.

How City will ensure continued affordability for NSP assisted housing. Description in Years

As noted in the narrative Section B above, affordability periods will be as per the HOME program. Stamford NSP anticipates that all program units will be required to have an affordability period of 15 years, except in the case of new construction that will have an affordability period of 20 years. This is under the assumption that every program unit will receive at least \$40,000 in NSP funding. Similar to the Stamford HOME Program, contract language assuring affordability will be included in the mortgage deed to enforce the affordability provisions. NSP units will be monitored along with HOME units on an annual basis.

D. Low Income Targeting

As previously discussed above, the City of Stamford will assure that 30% of NSP funds will benefit those at 50% AMI. This will be done by focusing substantial NSP activity on condominium units that can be acquired for a lesser cost; thereby enabling the City to offer the units at prices affordable to Very Low Income households. SCD has achieved 59% benefit to Very low Income families in its HOME Downpayment Program which has assisted 168 homebuyers to date.

Households meeting the Very Low Income limit with minimal other debt may afford a \$200,000 condominium. Between NSP Appraisal Gap subsidies, NSP Affordability Gap Loans, HOME Downpayment Loans, HDF Smart Move Loans and favorable fixed rate first mortgage loans, NSP units can be made affordable to families earning 50% AMI.

NSP write-down costs will be taken as needed from the Acquisition and Rehabilitation line item (for any overage associated with appraisal gap) and from Financing Mechanisms (to meet affordability gap). Based upon the supply of foreclosed units in the targeted areas, the City estimates that resale of approximately 18 units to this target low income group, would result in approximately \$875,000 of NSP fund expenditure.

E. Acquisitions and Relocation

Based upon SCD's site visits to bank-owned foreclosed property in the target neighborhoods, it appears that most of the residences are vacant. Stamford NSP will focus on properties with units that are vacant so as to avoid relocation and displacement issues. However, if a condominium or single family house is occupied by foreclosed owner, SCD will consider assisting that former owner to re-purchase their home. In this case, SCD will consider approving the use of a non-traditional lender if the buyer cannot qualify for conventional financing, and provided that the lender agrees to the NSP requirements.

In the event that SCD and its partners believe that a tenant-occupied property is critical to neighborhood stabilization, then NSP assistance will only be provided if there is a plan for relocation and the provision of benefits in accordance with the Uniform Relocation and Acquisition Act (URA).

As indicated above, Stamford's inventory of bank-owned properties shows few NSP eligible properties that are rental units. Only two bank-owned multi-family properties are located in the target neighborhoods, and both are vacant.

The City will not convert residential structures to other uses.

The City and its partners will provide the appropriate URA notice to sellers regarding the selling price of the property and the powers of eminent domain.

F. Public Consultation and Partnership Process

The Stamford Community Development Office (SCD) has been collecting and monitoring foreclosure data from legal advertisements and Town Clerk records since August 2008. SCD took the initiative to engage partners early in the process of developing the LAP. As a result, SCD has an ongoing dialogue with our partners, providing them numerous opportunities to offer feedback on the strategic steps outlined in Stamford's LAP.

Stamford's Community Development Director, Tim Beeble, has participated in meetings with internal and external partners to discuss the foreclosure issue. In May 2008 the CD Director participated in the program kick-off event for *Homes Saved By Faith* a state-wide faith-based collaborative involving more than 150 churches and faith-based ministries of 8 denominations, Senator Christopher Dodd, CHFA, participating Mayors, Elected Officials and governmental bodies from New Haven, Hartford, Bridgeport, Norwalk and Stamford. *Homes Saved By Faith* seeks to use houses of worship as a point of contact for homeowners in danger of foreclosure and to provide training and technical assistance to increase awareness of the resources available to assist homeowners.

In November 2008 the CD Director delivered a PowerPoint Presentation describing foreclosure issues in Stamford and a review of the Neighborhood Stabilization Program to the Housing and Community Development Committee of the Board of Representatives.

In December 2008 a similar presentation was provided to the City's Land Use Bureau Chief (Robin Stein) and the Economic Development Director (Mike Freimuth). The CD Director met with members of the Mayor's cabinet, Director of Administration (Sandra Dennies) and Director of Operations (Ben Barnes) to discuss program strategies.

The CD Director has met with staff of the Stamford Partnership and the West Side Neighborhood Revitalization Zone (a designated CBDO) to discuss the Neighborhood Stabilization Program. He presented the NSP PowerPoint at the annual meeting of the Mutual Housing Association. The CD Director made a presentation at the neighborhood meeting of the East Side Partnership, (a designated CBDO), focusing on foreclosures in their neighborhood and the proposed NSP activities in their area. He will make a similar presentation to the West Side NRZ at their neighborhood meeting in March.

During the second week of January 2009, Mayor Malloy and the CD Director met with Habitat for Humanity to introduce them to NSP and discuss their potential involvement as developers. On January 6th, Community Development staff responsible for the NSP program met with the Executive Directors and staff from Mutual Housing Association (MHA) and New Neighborhoods, Inc. (NNI), to discuss how MHA and NNI could serve as developers to acquire/rehab/resell bank owned property and act as housing counselors and realtors. Community Development staff met with the Executive Director and staff from the Housing Development Fund (HDF) on January 8th to discuss their role as housing counselors, downpayment lenders and marketers of NSP properties to buyers.

Based on our meetings with representatives from NNI, MHA and HDF the City will:

- partner with HDF for housing counseling and direct buyer counseling/no unit rehabilitation brokering,
- work with MHA for housing counseling and unit purchase, redevelopment/sale, and
- collaborate with NNI for unit purchase and redevelopment/sale.

The CD Director has discussed Stamford NSP with the principals of the Housing Development Team, who could serve as developers of NSP properties, and with representatives from Urban Initiatives and the Jonathan Rose Company.

SDC staff as well as staff from HDF, NNI and the Housing Development Team participated in the DECD NSP training in January.

The local newspaper, *The Advocate*, has published articles (*Stamford Foreclosures: Vanishing neighbors*, October 26, 2008 and *Stamford may get funds to buy foreclosed homes*, November 7, 2008) featuring commentary from City staff, raising awareness and humanizing the foreclosure problem in Stamford.

On January 27th, the CD Director will present the Stamford Neighborhood Stabilization Program at the annual CDBG public hearing. On January 29th, the CD Director will present the proposed NSP Local Action Plan to the Housing and Community Development Committee of the Board of Representatives for their recommendation of adoption of the resolution authorizing the Mayor to accept the NSP funds and execute agreements.

The Stamford Community Development Office, will make the City's Local Action Plan available on the Community Development web page of the City website by February 2, 2009.

G. NSP Information by Activity

*NB – Below is the required information for all activities planned by the City of Stamford using NSP funds. No information is included for **Establishment of Land Banks** or **Redevelopment of Demolished or Vacant Properties** because these activities will not be undertaken.*

(1) Activity Name: **Acquisition and Rehabilitation**

(2) Activity Type: The purchase and rehabilitation of homes and residential properties that have been abandoned or foreclosed upon in order to sell, rent, or redevelop such homes and properties.

Acquisition: NSP reference: NSP Federal Register Notice dated Monday October 6, 2008 Section II Part H 3(a)(B) and HERA Section 2301(c)(3)(B)

CDBG reference: 24 CFR Part 570.201 Acquisition

Rehabilitation: NSP reference: NSP Federal Register Notice dated Monday October 6, 2008 Section II Part H 3(a)(B) and HERA Section 2301(c)(3)(B)

CDBG reference: 24 CFR Part 570.202

(3) National Objective: Direct Benefit to LMMI persons.

(4) Activity Description: The City of Stamford will assist NSP eligible end user buyers to acquire foreclosed properties, and assist partner non-profits to acquire, rehabilitate, and sell properties to NSP eligible end users. No occupied structures are now being considered for purchase. There is a possibility of acquisition of foreclosed properties that are vacant and a blighting influence to be purchased for eventual demolition and replacement with new residential structures. 30% of the City's award under the NSP program are targeted for activities serving the 50% of median income population. Any rehabilitation of foreclosed upon homes and residential properties will be carried out to bring such properties up to minimum housing standards in order to sell, rent, or redevelop said properties. All properties will be occupied by households meeting the LMMI standard of the NSP regulations.

(5) Location Description: Acquisition and Rehabilitation will occur in the following neighborhoods (Census Tracts): the Westside (213, 214, 215), East Side (217, 218.02), the Cove (219, 220 and 221). The City may acquire foreclosed property outside of these areas in order to address a problem property that threatens neighborhood stabilization or provides an opportunity to promote Fair Housing.

(6) Performance Measures: The objective of this activity is to provide decent, safe, and affordable housing to LMMI families through addressing the purchase and rehabilitation of foreclosed properties. The outcome measurements for this activity will be the creation of affordable units. **See Section I. Performance Measurements for overall program measurements, indicators, and standards.**

The City will submit quarterly reports that detail activities completed, activities to be undertaken, including the following information by numbers, costs, and racial ethnic data:

- # of properties acquired

- # of units rehabilitated
- # of households displaced
- # of units meeting energy star standards
- # of units meeting Section 504 standards
- # of units meeting lead safe standards
- # of rental and homeowner units occupied
- Household Characteristics of displaced households
- Household Characteristics by unit of new occupants

It is anticipated that many of the funded activities will overlap in the LMMI households served. For example, the buyer of a property acquired and rehabilitated with NSP funds may also receive downpayment assistance financing through this activity. It is estimated that approximately 50 properties will be assisted through the NSP program. Funding for acquisitions and rehabilitation will be carried out with NSP and local resources.

(7) Total Budget: Estimated at \$2,017,200.00. **See Section H. for overall program budget.**

(8) Responsible Organization: The City of Stamford is a subrecipient for the State of Connecticut Department of Economic and Community Development. The Stamford Community Development Office will be responsible for coordinating Acquisition and Rehabilitation undertaken by our non-profit and for-profit collaborators, as well as by low income buyers who purchase foreclosed property directly from lenders with NSP assistance.

City of Stamford
 Stamford Community Development Office
 Timothy R. Beeble, Director
 Government Center
 888 Washington Blvd.
 Stamford, CT 06904

(9) Projected Start Date: February 13, 2009

(10) Projected End Date: February 13, 2013

(11) Specific Activity Requirements:

Acquisition – The City of Stamford will ensure that all acquisitions undertaken with NSP funds meet the aggregate discount rate of 15% of appraised value. The City of Stamford will issue a Request for Proposals for appraisal services. Appraisers will comply with the appraisal requirements of the URA at 49 CFR 24.103 - Criteria for appraisals. All appraisals will have been completed within 60 days prior to an offer made for the property by a subrecipient/developer, or individual homebuyer. The City of Stamford will continue to determine the location and specific ownership for bank owned/REO properties by examining the Town Clerk’s and Tax Assessor’s records as well as the National Community Stabilization Trust web site. The City of Stamford, will work with DECD and the Connecticut Housing Finance Authority (CHFA) to negotiate with lenders or Realtors for REO portfolios for bulk purchases of identified properties. SCD will arrange with property owners/REO agents to inspect property. A team of City staff and

NSP partners inspect and evaluate the subject properties. If the team deems a property to be feasible for NSP, an appraisal will be conducted, and purchase at a discounted price negotiated. Depending on the level of rehabilitation required the property will be purchased by one of our non-profit partners or a qualified low income buyer. If the property requires significant rehabilitation, it will be purchased by a non-profit who will make the necessary repairs according to the standards outlined below. Properties requiring minimal rehabilitation will be negotiated by the buyer's Realtor with guidance from SCD and the Homebuyer Counseling Agency. Expenditures under this section will include appraisal fee, all costs of acquisition, carrying costs, rehabilitation costs, developer fees, marketing, conveyance costs and appraisal gap subsidies. Through careful selection of target properties, the City of Stamford will make every effort to avoid the displacement of existing tenants. NSP will not acquire occupied properties unless it is a critical property for neighborhood stabilization and there is a plan for continued occupancy or relocation.

Rehabilitation - All rehabilitated properties will be assured affordability consistent with the HOME Investment Partnerships Program through the use of deed restrictions, restrictive covenants, or other such mechanism running with the land. Affordability periods will be consistent with the HOME Program Standards at 24 CFR 92.252(a), (c), (e) and (f) and 24 CFR 92.254. The duration of any affordability will meet the requirements of Section C. Definitions and Descriptions and will range from 5 to 15 years dependent on the amount of funds invested per unit.

The rehabilitation of acquired properties will bring units up to minimum property standards for rental or resale to income eligible households. The City of Stamford has its own rehabilitation standards which are utilized for the HOME Program.

(1) Activity Name: **Administration**

(2) Activity Type: Administration

NSP reference: NSP Federal Register Notice dated Monday October 6, 2008 Section II Part H 4

CDBG reference: 24 CFR Part 570.206

(3) National Objective: N/A

(4) Activity Description: Administrative funds related to carrying out the NSP program will be available to both the State and subrecipients as detailed in Section H. – Total Budget. Funds will be available for both general administrative and technical assistance costs.

(5) Location Description: Administrative costs to be used by the City of Stamford, Stamford Community Development Office.

(6) Performance Measures: N/A

(7) Total Budget: \$145,478.00. **See Section H for overall program budget.**

(8) Responsible Organization: The City of Stamford is a subrecipient for the State of Connecticut Department of Economic and Community Development. The Stamford Community Development Office will be responsible for Administration.

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Timothy R. Beeble, Director
Government Center
888 Washington Blvd.
Stamford, CT 06904

(9) Projected Start Date: February 13, 2009

(10) Projected End Date: February 13, 2013

(11) Specific Activity Requirements: Administrative costs are reasonable costs of local governments to meet the requirements of the NSP, including but not limited to general management and oversight, providing public information, technical support services, and assuring fair housing activities. All administrative funds must be drawn down on a pro-rata basis equal to the percentage of funds obligated by the City. Any property specific activity obligation for which administrative funds have been drawn must be completed within nine (9) months or the administrative funds will be subject to recapture.

(1) Activity Name: **Demolition of Blighted Structures**

(2) Activity Type: Demolition of Blighted Buildings and related clearance activities for the purpose of providing sites for homeownership or rental development, land banking, or other eligible activity. NSP reference: NSP Federal Register Notice dated Monday October 6, 2008 Section II Part H 3(a) (D) and HERA Section 2301(c)(3)(D)
CDBG reference: 24 CFR 570.201(d)

(3) National Objective: Demolition of blighted structures to be replaced by housing units for LMMI households through immediate redevelopment.

(4) Activity Description: To acquire blighted buildings and demolish same to provide sites for home ownership, rental housing development, or other CDBG eligible activity benefitting LMMI persons.

(5) Location Description: Demolition may occur in the following neighborhoods (Census Tracts): the Westside (213, 214, 215), East Side (217, 218.02), the Cove (219, 220 and 221). Sites outside of the targeted areas may be considered if they are having a significant negative impact on the neighborhood concerned or provide an opportunity for fair housing.

(6) Performance Measures: The objective of this activity is to provide decent, safe, and affordable housing to LMMI families through site creation, addressing the purchase and demolition of foreclosed properties. The outcome measurements for this activity will be the creation of affordable units. No occupied units will be demolished.

The City will submit quarterly reports that detail activities completed, activities to be undertaken, including the following information by numbers, costs, and racial ethnic data:

- # of properties demolished
- # of units demolished
- # of households displaced
- Household Characteristics of displaced households

It is anticipated that between one and three units will be demolished. Properties will only be demolished if a redevelopment plan is in place. No land banking is envisioned. Currently, survey of REO properties indicate only one or two suitable for demolition.

(7) Total Budget: \$40,000.00. **See Section H for overall program budget.**

(8) Responsible Organization: The City of Stamford is a subrecipient for the State of Connecticut Department of Economic and Community Development. The Stamford Community Development Office for the City of Stamford will be responsible for coordinating demolition undertaken by our non-profit and for-profit collaborators.

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888 Washington Blvd.
Stamford, CT 06904

(9) Projected Start Date: February 13, 2009

(10) Projected End Date: February 13, 2013

(11) Specific Activity Requirements: The City will document that all demolitions being carried out under the NSP program is required due to the condition of the property and that a specific eligible reuse has been identified.

1) Activity Name: **Financing Mechanisms**

(2) Activity Type: The establishment of Financing Mechanisms to assist in the purchase foreclosed housing.

NSP reference: NSP Federal Register Notice dated Monday October 6, 2008 Section II Part H 3(a)(A) and HERA Section 2301(c)(3)(A)
CDBG reference: 24 CFR Part 570.201(n) Homeownership Assistance.

(3) National Objective: Direct benefit to LMMI households.

(4) Activity Description: Funds will be made available for eligible activities to include acquisition, rehab and the redevelopment of demolished housing. Activities may be in the form of loans to foster homeownership and rental housing opportunities for LMMI households. Interest rates may range from 0% to 5% and will be determined based on standard underwriting practices. To act as an incentive for compliance, the City may choose to forgive interest (for example, to extend affordability).

(5) Location Description: Projects/units will be financed in the same neighborhoods where other NSP budgeted activities occur: (Census Tracts): the Westside (213, 214,

215), East Side (217, 218.02), the Cove (219, 220 and 221). Should NSP activity be performed outside of these areas, financing may occur under NSP as part of that activity's rehabilitation or redevelopment.

(6) Performance Measures: The objective of this activity is to provide decent, safe, and affordable housing to LMMI families through addressing the purchase and rehabilitation of foreclosed properties. The outcome measurements for this activity will be the creation of affordable units. **See Section I. Performance Measurements for overall program measurements, indicators, and standards.**

The City will be submit quarterly reports that detail activities completed, activities to be undertaken, including the following information by numbers, costs, and racial ethnic data:

- # of properties assisted
- # of units rehabilitated
- # of units meeting energy star standards
- # of units meeting Section 504 standards
- # of units meeting lead safe standards
- # of rental and homeowner units occupied
- Household Characteristics by unit

It is anticipated that many of the funded activities will overlap in the LMMI households served. For example, the buyer of a property acquired and rehabilitated with NSP may receive appraisal gap and affordability gap assistance. It is estimated that 35 households will receive secondary financing through this activity based on an estimate of \$20,000 per unit.

(7) Total Budget: \$706,872.00. **See Section H for overall program budget.**

(8) Responsible Organization: The City of Stamford is a subrecipient for the State of Connecticut Department of Economic and Community Development. The Stamford Community Development Office for the City of Stamford will be responsible for Acquisition and Rehabilitation.

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(9) Projected Start Date: February 13, 2009

(10) Projected End Date: February 13, 2013

(11) Specific Activity Requirements: Any homebuyer must have completed pre-purchased counseling curriculum by a HUD approved agency, and have agreed to participate in post-purchase counseling. The buyer's payment of principal, interest, taxes, insurance (PITI) and association fees (if applicable) cannot exceed 35% of the household's anticipated gross annual income for eligible persons or families. The ratio

of housing costs plus debt to income shall not exceed 43%. However, if the purchase is part of an approved governmental first mortgage program, the City may request that DECD accept that governmental agency's higher ratios. Approved governmental programs include, but are not limited to CHFA, USDA, Federal Home Loan Bank, Fannie Mae, Connecticut CDFI Alliance or FHA.

All properties assisted through these mechanisms will be occupied by households meeting the LMMI standard. All assisted properties will assure affordability consistent with the HOME Investment Partnerships Program by requiring the use of deed restrictions, restrictive covenants, or other such mechanisms running with the land. Affordability periods will be consistent with the HOME Program Standards at 24 CFR 92.252(a), (c), (e) and (f) and 24 CFR 92.254.

Interest rates may range from 0% to 5% and will be determined based on standard underwriting practices. The City may choose to forgive interest as an incentive for compliance to borrowers to achieve program related goals.

These funds, along with NSP property investments made under Acquisition and Rehabilitation, will provide assistance to buyers ensuring that the goal of 30% of NSP assistance benefits those at 50% of AMI.

H. Total Budget

Total Budget Stamford NSP

Section H.

	NSP \$	Local \$	Other \$	% NSP
Administration	\$145,478			5.0%
Acquisition/Rehab	\$2,017,200			69.3%
Financing Mechanisms	\$706,872	\$600,000	\$7,500,000	24.3%
Land Banking	\$0	0		
Demolition of Blighted Structures	\$40,000	0		1.4%
Redevelopment	\$0	0		
Total Budget	\$2,909,550	\$600,000	\$7,500,000	100.0%

I. Performance Measures

See attached spreadsheet.

J. Attachments

- 1 Project Process Flow Chart
- 2 City of Stamford Housing Standards and Housing Blight
- 3 City of Stamford Community Development Office Sample Rehabilitation Specifications
- 4 SCDP Downpayment Assistance Loan Program (1997-2008)
- 5 HOME Downpayment Loan Agreement
- 6-7 DRAFT Agreement for HUD Approved Counseling Agency
- 8 List of REO properties
- 9 List of REO properties by Census Tract
- 10 List of HUD Approved Counseling Agencies in CT
- 11-12 2 Articles from *The Advocate*
- 13 MHA of SWCT Homebuyer's Curriculum
- 14-21 8 Maps

K. Certifications

See attached Certifications – Number 22.

L. Authorizing Resolution

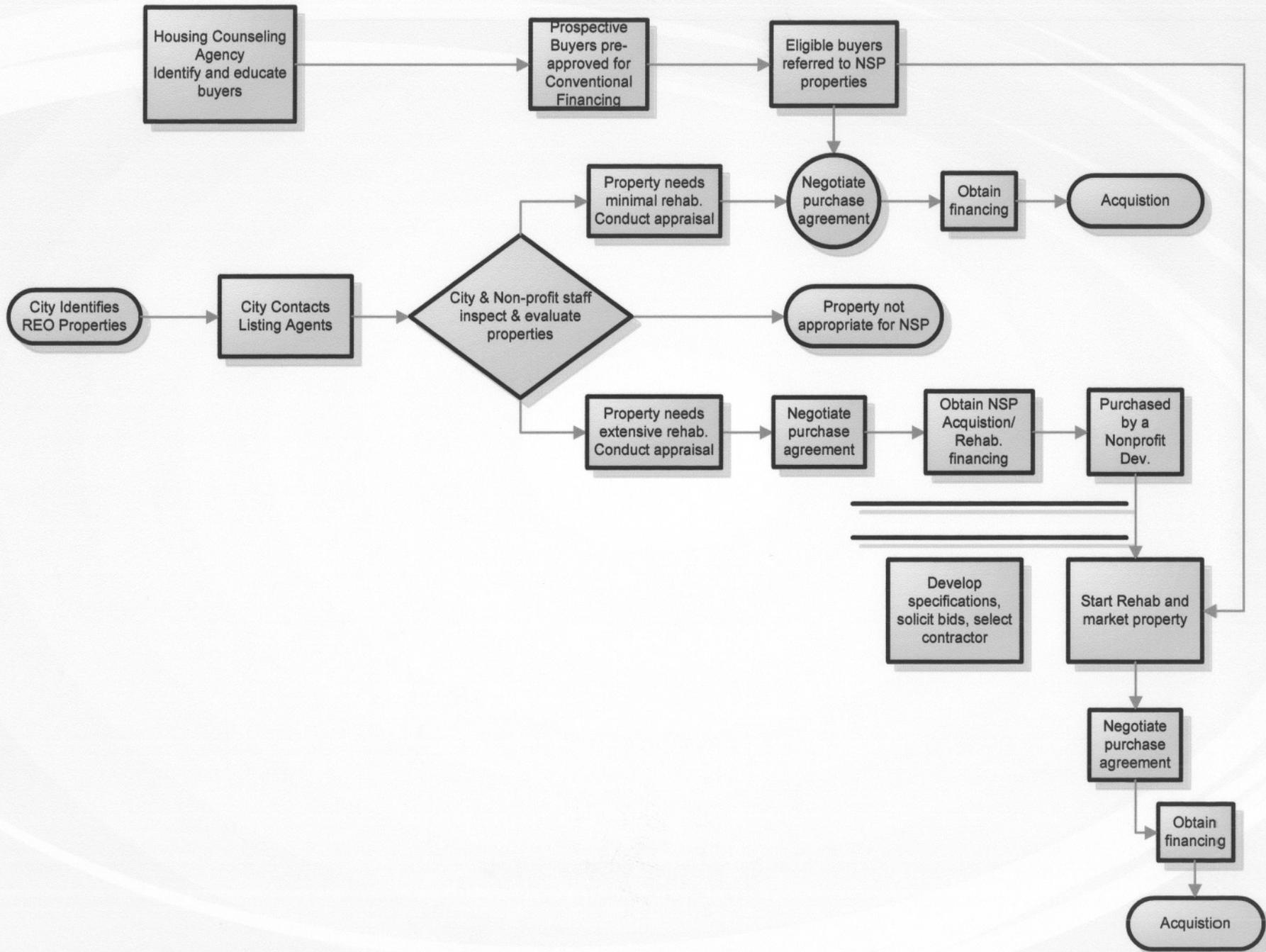
See attached Certificate of Incumbency – Number 23.

M. Checklist

See attached DECD Submission Checklist – Number 24.

	NSP Funds	Obligation of Funds				Expenditure of Funds					Occupancy of Units					
	Local Total	90 days	180 days	360 days	540 days	90 days	180 days	360 days	540 days	720 days	90 days	180 days	360 days	540 days	720 days	900 days
		25%	50%	90%	100%	10%	25%	50%	90%	100%		10%	25%	50%	90%	100%
Adminstration	\$ 145,478.00	\$ 10,000.00	\$ 20,000.00	\$ 40,000.00	\$ 145,478.00	\$ 10,000.00	\$ 20,000.00	\$ 40,000.00	\$ 130,930.20	\$ 145,478.00						
Acquistion & Rehabilitation	\$ 2,017,200.00	\$ 530,670.00	\$ 1,081,339.00	\$ 1,906,411.00	\$ 2,017,200.00	\$ 210,268.00	\$ 530,670.00	\$ 1,041,339.00	\$ 1,815,480.00	\$ 2,017,200.00	0	5	13	25	45	50
Financing Mechanisms	\$ 706,872.00	\$ 176,718.00	\$ 353,436.00	\$ 636,184.80	\$ 706,872.00	\$ 70,687.20	\$ 176,718.00	\$ 353,436.00	\$ 636,184.80	\$ 706,872.00	0	5	13	25	45	50
Land Bank/Assemblage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
Demolition	\$ 40,000.00	\$ -	\$ -	\$ 36,000.00	\$ 40,000.00	\$ -	\$ -	\$ 20,000.00	\$ 36,000.00	\$ 40,000.00						
Redevlopment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
	\$ 2,909,550.00	\$ 727,387.50	\$ 1,454,775.00	\$ 2,618,595.00	\$ 2,909,550.00	\$ 290,955.00	\$ 727,387.50	\$ 1,454,775.00	\$ 2,618,595.00	\$ 2,909,550.00	0	5	13	25	45	50

NSP REO to Affordable Home Ownership



CHAPTER 146. HOUSING STANDARDS1

1 History--Adopted by the Board of Representatives of the City of Stamford: Art. I, as Secs. 10-1 through 10-33 of the 1972 Code; Art. II, as Secs. 10-50 through 10-61 of the 1972 Code. Amendments noted where applicable.

GENERAL REFERENCES

Alarm systems--See Ch. 70.

Hazardous buildings--See Ch. 90.

Excavations--See Ch. 120.

Fire prevention--See Ch. 127.

Garbage, rubbish and refuse--See Ch. 137.

Health standards--See Ch. 143.

Landlord-tenant relations--See Ch. 152.

Numbering of buildings--See Ch. 167.

Sewers--See Ch. 200.

Article I. General Regulations

Sec. 146-1. Definitions.

Sec. 146-2. Nonprofit housing tenant selection.

Sec. 146-3. Falling vacancy rate; welfare assistance.

Sec. 146-4. Housing sites development plan.

Sec. 146-5. Required inspections.

Sec. 146-6. Impeding or denying entry to Health Officer.

Sec. 146-7. Notice of violation.

Sec. 146-8. Appeals.

Sec. 146-9. Record of hearings.

Sec. 146-10. Action at hearing; variances.

Sec. 146-11. Emergency action.

Sec. 146-12. Promulgation of rules and regulations.

Sec. 146-13. Violations and penalties.

Sec. 146-14. Standards to prevail.

Sec. 146-15. Occupant's maintenance duties.

Sec. 146-16. Disposal of rubbish.

Sec. 146-17. Disposal of garbage.

Sec. 146-18. Screens.

Sec. 146-19. Plumbing fixtures.

Sec. 146-20. Pest extermination by occupant.

Sec. 146-21. Pest extermination by owner.

Sec. 146-22. Garbage and rubbish facilities and containers.

Sec. 146-23. Maintenance of public areas.

Sec. 146-24. Condemnation of dwellings.

Sec. 146-25. Basic equipment and facility requirements.

Sec. 146-26. Light, ventilation, heating and electricity.

Sec. 146-27. Miscellaneous safety and sanitary maintenance requirements.

Sec. 146-27.1. Lead hazards.

Sec. 146-28. Space, use and location.

Sec. 146-29. Tenement nuisance-abatement authority.

Sec. 146-30. Tenement House Operating Fund.

Sec. 146-31. Compilation of tenement records.

Sec. 146-32. Lighting and heating requirements in tenements and mercantile establishments.

Article II. Apartments, Multiple Dwellings, Rooming Houses and Hotels

- Sec. 146-33. Compliance required; certificate of occupancy.
- Sec. 146-34. Operating license required.
- Sec. 146-35. Fees.
- Sec. 146-36. Inspections.
- Sec. 146-37. Suspension of license; reinspection.
- Sec. 146-38. Appeals; revocation.
- Sec. 146-39. Bathroom facilities; cooking; door locks.
- Sec. 146-40. Bedding.
- Sec. 146-41. Floor space in sleeping rooms.
- Sec. 146-42. Means of egress.
- Sec. 146-43. Sanitary maintenance.
- Sec. 146-44. One-and two-family dwellings not affected.

Article III. Housing Blight

- Sec. 146-45. Definitions.
- Sec. 146-46. Prohibition against creating or maintaining blighted properties.
- Sec. 146-47. Certification list of blighted properties.
- Sec. 146-48. Level one hearings.
- Sec. 146-49. Formal hearings.
- Sec. 146-50. Blight lien authorized.
- Sec. 146-51. City acquisition of abandoned blighted properties.
- Sec. 146-52. Administrative responsibilities.
- Sec. 146-53. Enforcement.

Article IV. One for One Housing Replacement

- Sec. 146-54. General.
- Sec. 146-55. Definitions.
- Sec. 146-56. Approval of Assisted Housing Replacement Plan.
- Sec. 146-57. Housing replacement requirement.
- Sec. 146-58. Applicable to the vacating of housing units.
- Sec. 146-59. Tenant notice.
- Sec. 146-60. Rehousing assistance.
- Sec. 146-61. Administration.
- Sec. 146-62. Housing Replacement Review Board.
- Sec. 146-63. Appeal of decision.
- Sec. 146-64. Penalties.

Article V. Commercial Linkage for Affordable Housing

- Sec. 146-65. Purpose and intent.
- Sec. 146-66. Definitions.
- Sec. 146-67. Creation of a commercial linkage affordable housing program.

ARTICLE I. GENERAL REGULATIONS²

2 Adopted as Secs. 10-1 through 10-33 of the 1972 Code.

Sec. 146-1. Definitions.

A. Whenever the words "dwelling," "dwelling unit," "rooming house," "rooming unit," "hotel," "hotel unit," "premises" and "structure" are used in this chapter, they shall be construed as if they were followed by the words "or any part thereof."

B. Except as otherwise provided, the following definitions shall apply in the interpretation and enforcement of this chapter:

Accessory structure. A detached structure which is not used or intended to be used for living or sleeping by human occupants and which is located on the same premises with a dwelling.

Approved. Approved by the local or state authority having administrative authority.

Attic. Any story situated wholly or partly within the roof, so designed, arranged or built as to be used for business, storage or habitation.

Basement. A portion of a building located partly underground but having less than half its clear floor-to-ceiling height below the average grade of the adjoining ground.

Cellar. A portion of a building located partly or wholly underground and having half or more than half of its clear floor-to-ceiling height below the average grade of the adjoining ground.

Director of health. The legally designated health authority of the city or his authorized representative.

Dwelling. Any enclosed space which is wholly or partly used or arranged or designed to be used for living or sleeping by human occupants; provided that temporary housing as hereinafter defined shall not be regarded as a "dwelling."

Dwelling unit. Any room or group of rooms located within a dwelling and forming a single habitable unit with facilities which are used, arranged or designed to be occupied for living, sleeping, cooking and eating.

Egress. A place or means of going out, as defined by the ordinances, statutes and regulations of the city and the state.

Extermination. The control and elimination of insects, rodents or other pests by eliminating their harborage places; by removing or making inaccessible materials that may serve as food; by poisoning, spraying, fumigating, trapping or by any other recognized and legal pest elimination methods approved by the Director of Health.

Family. One (1) adult person plus one (1) or more persons who are legally related to said person and residing in the same dwelling unit with said person.

Garbage. The animal and vegetable waste resulting from the handling, preparation, cooking and consumption of food.

Guest. Any person who shares a dwelling unit on a nonpermanent status for not more than thirty (30) days.

Habitable room. A room or enclosed floor space used or intended to be used for living, sleeping, cooking or eating purposes, excluding bathrooms, water closet compartments, laundries, pantries, foyers or communicating corridors, closet and storage spaces, furnace rooms, kitchenettes and utility rooms, stairways and workshops, hobby and recreation areas in unsealed or uninsulated parts of a structure below ground level or in attics.

Health officer. The Director of Health of the city or his authorized representative.

Heated water. Water heated to a temperature of no less than one hundred forty degrees Fahrenheit (140° F.).

Heating facility. All equipment, facilities and plumbing necessary to produce heat and/or hot water and deliver same to all habitable space in and around a dwelling unit. [Added 1-8-79 by Ord. No. 386]

Hotel. A commercial establishment offering lodging and food and/or drink to transient guests, including but not limited to motels, boatels and apartment hotels.

Hotel unit. A room or group of rooms located within a hotel and forming a single habitable unit used or intended to be used for living and sleeping but not for cooking or eating purposes. For the purposes of this chapter, an efficiency unit equipped with cooking facilities shall also be considered a "hotel unit."

Household. A family and/or one (1) or more unrelated persons, including servants who share the same dwelling and use some or all of its cooking and eating facilities.

Infestation. The presence, within or around a dwelling, of any insects, rodents or other pests.

Kitchen. Any room containing any or all of the following equipment, or area of a room within three (3) feet of such equipment: sink and/or other device for dishwashing; stove or equivalent device for cooking; refrigerator or equivalent device for cool storage of food; cabinets and/or shelves for storage of equipment and utensils; and counter or table for food preparation.

Kitchenette. A small kitchen or an alcove containing cooking facilities.

Multiple dwelling. Any dwelling containing three (3) or more dwelling units. Attached or row housing shall be considered a "multiple dwelling" whenever three (3) contiguous dwelling units are owned by the same person.

Occupant. Any person over one (1) year of age living, sleeping, cooking or eating in or having actual possession of a dwelling unit, rooming unit or hotel unit, except that in dwelling units a guest will not be considered an "occupant." For the purpose of consenting to an inspection and/or receiving notices relating thereto, a minor shall not be considered an "occupant."

Operator. Any person who has charge, care or control of a building or part thereof in which dwelling units, rooming units or hotel units are let.

Ordinary summer conditions. A temperature of ten degrees Fahrenheit (10° F.) below the highest recorded temperature in the locality for the prior ten-year period.

Owner. Any person who, alone or jointly or severally with others:

- (1) Shall have legal or equitable title to any dwelling, dwelling unit, rooming house, rooming unit, hotel or hotel unit with or without accompanying actual possession thereof; or
- (2) Shall have charge, care or control of any dwelling, dwelling unit, rooming house, rooming unit, hotel or hotel unit, as owner or authorized agent of the owner, or as executor, executrix, administrator, administratrix, trustee or guardian of the estate of the owner.

Any such person thus representing the actual "owner" shall be bound to comply with the provisions of

this chapter and the rules and regulations adopted pursuant thereto to the same extent as if he were the "owner."

Permissible occupancy. The maximum number of persons permitted as family or household to reside in a dwelling unit, rooming unit or hotel unit based on the square foot per person in habitable rooms.

Person. (See § 1-12)

Plumbing. All of the following supplied facilities and equipment: gas pipes, gas-burning equipment, water pipes, garbage disposal units, waste pipes, water closets, sinks, installed dishwashers, lavatories, bathtubs, shower baths, installed clothes-washing machines, catch basins, drains, vents and any other similar supplied fixture, together with all connections to water, sewer or gas lines.

Premises. A platted lot or part thereof or unplatted lot or parcel of land or plot of land, either occupied or unoccupied by any dwelling or nondwelling structure, and includes any such building, accessory structure or other structure thereon.

Privacy. The ability of a person to carry out an activity without interruption or interference by unwanted persons.

Refuse. All putrescible and nonputrescible solids (except body wastes), including garbage, rubbish, ashes and dead animals.

Rooming house. Any dwelling or that part of any dwelling containing one (1) or more rooming units and/or one (1) or more dormitory rooms in which space is let by the owner or operator to one (1) or more persons who are not husband or wife, son or daughter, mother or father or sister or brother of the owner or operator.

Rooming unit. Any room or group of rooms forming a single habitable unit used or intended to be used primarily for living and sleeping and which does not contain separate cooking facilities for individual occupants.

Rubbish. Combustible and noncombustible waste materials, except garbage; and the term shall include the residue from the burning of wood, coal, coke and other combustible material, paper, plastic containers, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery and dust.

Safety. The condition of being free from danger and hazards which may cause accidents or disease.

Septic tank. A receptacle usually underground to which sewage is drained and retained to effect disintegration of the organic matter by bacteria.

Space heater. A self-contained, automatically controlled, vented fuel-burning appliance of either the circulating type or the radiant type.

Supplied. Paid for, furnished or provided by or under the control of the owner or operator.

Temporary housing. Any tent, trailer, mobile home or any other structure used for human shelter which is designed to be transportable and which is not attached to the ground, to another structure or to any utility system on the same premises for more than thirty (30) consecutive days.

Water under pressure. Pressure sufficient to supply at least one (1) gallon per minute from each outlet.

Sec. 146-2. Nonprofit housing tenant selection.

Nonprofit housing sponsors and developers shall observe the practice of according a priority for the occupancy of nonprofit housing which is based upon the following tenant selection criteria: Priorities

for occupancy are to be accorded to families displaced by urban renewal and other governmental action, and tenant selection criteria shall apply in such a way as to give effect to considerations of income, family size, credit and such other considerations as may be required by federal law or regulation.

Sec. 146-3. Falling vacancy rate; welfare assistance.

Whenever the vacancy rate in housing, as reported by the Director of Health, shall fall below two percent (2%), it shall be deemed to constitute a health hazard; and any person who shall apply for welfare assistance who has not resided within the city for one (1) year prior to the date of said application shall be ineligible for any assistance during the existence of said health hazard. However, the Department of Public Welfare shall be authorized to provide necessary temporary assistance or care until arrangements are made for said applicant's return.

Sec. 146-4. Housing sites development plan.

Pursuant to and in conformity with C.G.S. §§ 8-213 and 8-214 concerning community development, the Mayor hereby designates and the governing body hereby approves the City Housing Authority as the housing sites development agency for the purpose of preparing a housing sites development plan directed toward possible undertaking of housing sites development projects to provide housing solely for low-or moderate-income persons and families and other community facilities to service the occupants of such housing. Upon approval of such housing sites development plan or modifications thereto by said agency, it shall submit the same to the governing body for adoption. For such purposes, and subject to the approval of the Mayor and the governing body, the agency may make such contracts and commitments and may undertake such obligations as are necessary to acquire financial assistance of the state which is available under provisions of said statute.

Sec. 146-5. Required inspections.

The Director of Health is hereby authorized and directed to make periodic inspections by and with the consent of the owner, occupant or person in charge, to determine the condition of dwellings, dwelling units, rooming houses, rooming units, hotels, hotel units and premises located within this city, for the purpose of determining compliance with the provisions of this chapter. For the purpose of making such inspections, the Director of Health, with consent of the owner, occupant or person in charge, is hereby authorized to enter, examine and survey between the hours of 8:30 a.m. and 4:30 p.m. all dwellings, dwelling units, rooming houses, rooming units, hotels, hotel units and premises, or at such other time mutually satisfactory to and agreed upon by the Director of Health and the owner or occupant of a dwelling, dwelling unit, rooming house, rooming unit, hotel or hotel unit or the person in charge thereof. Such inspection, examination or survey shall not have for its purpose the undue harassment of said owner or occupant, and such inspection, examination or survey shall be made so as to cause the least amount of inconvenience to said owner or occupant, consistent with an efficient performance of the duties of the Health Officer. To further ensure that the policy of this chapter, which is to achieve compliance through cooperation of owners and occupants, is successfully maintained, it shall be the practice of the Director of Health, whenever practicable, to provide reasonable advance notice to owners and/or occupants of projected blanket inspection or inspections of a routine nature. The owner or occupant of every dwelling, dwelling unit, rooming house, rooming unit, hotel and hotel unit, or the person in charge thereof, upon presentation by the Director of Health or his authorized representative of proper identification as a Health Officer, may give the Director of Health entry and free access to such dwelling, dwelling unit, rooming house, rooming unit, hotel or hotel unit and its premises, provided that no inspection shall be conducted except during the hours designated above.

Sec. 146-6. Impeding or denying entry to Health Officer.

A. Whenever an owner, occupant or person in charge of a dwelling, dwelling unit, rooming house, rooming unit, hotel, hotel unit or premises shall deny the Health Officer right of entry for the purpose of inspection, examination or survey, the Health Officer shall not so enter until he presents a duly issued search warrant describing the dwelling, dwelling unit, rooming house, rooming unit, hotel, hotel unit or premises to the owner, occupant or person in charge thereof.

B. Nothing in this section shall be construed to preclude the entry of the Health Officer at any time when, in his judgment, an emergency tending to create an immediate danger to the public health, welfare or safety exists or when such entry is requested by the owner, occupant or person in charge of the dwelling or when the Health Officer presents a duly issued search warrant to said owner, occupant or person in charge thereof.

C. Any owner, occupant or person in charge of a dwelling, dwelling unit, rooming house, rooming unit, hotel, hotel unit or premises refusing to permit or impeding entry of and free access to any part of any dwelling, dwelling unit, rooming house, rooming unit, hotel, hotel unit or premises under the provisions of this section or in violation of a court order obtained from a court of competent jurisdiction shall, upon conviction, be guilty of a misdemeanor and shall be fined in an amount not to exceed twenty-five dollars (\$25.) for each such offense.

Sec. 146-7. Notice of violation.

A. Whenever the Director of Health determines that there are reasonable grounds to believe that there has been a violation of any provision of this Article or of any rule or regulation adopted pursuant thereto, he shall give notice of such alleged violation to the person or persons responsible therefor, as hereinafter provided.

B. Such notice shall:

(1) Be put in writing.

(2) Include a statement of the reason why it is being issued.

(3) Allow a reasonable time, not to exceed sixty (60) days, for the correction of any alleged violation.

(4) Be served upon the owner or his designated agent, pursuant to § 146-34, or the occupant, as the case may require; provided that such notice shall be deemed to be properly served upon such owner or agent or upon such occupant if a copy thereof is served upon him personally, or if a copy thereof is sent by registered or certified mail to his last known address, or if a copy thereof is posted in a conspicuous place in or about the dwelling affected by the notice, or if he is served with such notice by any other method authorized or required by the laws of this state.

C. Such notice may contain an outline of remedial action which, if taken, will effect compliance with the provisions of this chapter and with rules and regulations adopted pursuant thereto.

D. After the passage of the period of time allowed for the correction of any alleged violation, the Health Officer shall reinspect the dwelling, dwelling unit, rooming house, rooming unit, hotel, hotel unit or premises described in the notice, following the procedure detailed in §§ 146-5 and 146-6. Before such reinspection is undertaken, the owner, operator or person in charge of the dwelling, dwelling unit, rooming house, rooming unit, hotel, hotel unit or premises to be inspected shall be informed that any evidence of a violation of any provision of this chapter or any regulation pursuant thereto may form the basis of a criminal prosecution. The consent of the owner, operator or person in charge thereof shall then be requested, and no such reinspection

shall be undertaken without such consent.

E. In the event such consent to reinspection is refused and where the Health Officer has reasonable grounds to believe that a violation of any provision of this chapter or any regulation pursuant thereto has occurred or is occurring, he shall apply for a search warrant describing the dwelling, dwelling unit, rooming house, rooming unit, hotel, hotel unit or premises in question. Upon procurement of a duly issued search warrant, the Health Officer is hereby authorized to enter, inspect, examine and survey the described dwelling, dwelling unit, rooming house, rooming unit, hotel, hotel unit or premises for the purpose of determining whether there has been compliance with the notice of violation.

Sec. 146-8. Appeals.

Any person aggrieved by a notice or order of the Director of Health issued in connection with any inspection, examination, survey or license required pursuant to this chapter may appeal to the Health Commission as provided by City Charter, Sec. C-423, as amended.

Sec. 146-9. Record of hearings.

The proceedings at such hearing, including the findings and decision of the Health Commission, shall be reduced to writing and entered as a matter of public record in the office of the Director of Health. Such record shall also include a copy of every notice or order issued in connection with the matter. Any person aggrieved by the decision of the Health Commission may seek relief therefrom as provided in City Charter, Sec. C-423, as amended. Further relief from a final decision of the Mayor may be sought as provided for by the laws of this state.

Sec. 146-10. Action at hearing; variances.

A majority of the Health Commission, after full hearing is had, shall sustain, modify or withdraw the notice or order. Variances from the provisions of this chapter may be granted where circumstances warrant and when, in the judgment of the Health Commission, no harm to the public health, welfare and safety will result from such variance.

Sec. 146-11. Emergency action.

Whenever the Director of Health finds that an emergency exists which requires immediate action to protect the public health, welfare or safety, he may, without notice or hearing, issue an order reciting the existence of such an emergency and requiring that such action be taken as he deems necessary to meet the emergency. Notwithstanding the other provisions of this chapter, such order shall be effective immediately. Any person to whom such order is directed shall comply therewith immediately, but upon petition to the Health Commission shall be afforded a hearing within twenty-four (24) hours. After such hearing, depending upon the findings as to whether the provisions of this chapter and of rules and regulations adopted pursuant thereto have been complied with, the Director of Health shall continue such order in effect, or modify or revoke it.

Sec. 146-12. Promulgation of rules and regulations.

The Director of Health is hereby authorized to make and to adopt, subject to a public hearing before the Health Commission, after public notice and subject to the approval of the Board of Representatives, such written rules and regulations as may be necessary for proper enforcement of the

provisions of this chapter; provided that such rules and regulations shall not be in conflict with the provisions of this chapter or the Charter and general ordinances of the city and General Statutes of the state. Such rules and regulations shall have the same force and effect as the provisions of this chapter and the same penalty for violation of the provisions of this chapter as hereinafter provided.

Sec. 146-13. Violations and penalties.3

3 Amended 10-11-83 by Ord. No. 517.

A. Whenever any person violates or threatens to violate any provision of this chapter or any provision of any rule or regulation adopted by the Director of Health pursuant to authority granted by this chapter or any order of the Director of Health, said Director of Health is authorized, in the name of the municipality, to institute before any court having jurisdiction a civil action praying for an injunction restraining any such person from committing such violation. In conformity with Sec. C-423 of the City Charter, in the event of the failure of any person to comply with the order, the Director of Health may cause compliance therewith, and the expense of the compliance may be collected as a debt against such person.

B. Any person who shall violate any provision of this chapter or any provision of any rule or regulation adopted by the Director of Health pursuant to authority granted by this chapter or any order of the Director of Health shall, upon conviction, be punished by a fine not to exceed one thousand dollars (\$1,000.) and/or a jail sentence not to exceed thirty (30) days, and each day's failure to comply with any such provision shall constitute a separate violation.

Sec. 146-14. Standards to prevail.

A. In any case where a provision of this chapter is found to be in conflict with any provision of the State Building Code, the provision of the State Building Code shall be deemed to prevail.

B. In any case where a provision of this chapter is found to be in conflict with any provision of this Code or other ordinance of the city relative to zoning, fire, safety or health, the provision which establishes the higher standard for the promotion and protection of the health and safety of the people shall prevail.

Sec. 146-15. Occupant's maintenance duties.

Every occupant of a dwelling or dwelling unit shall keep in a clean and sanitary condition that part of the dwelling, dwelling unit and premises thereof which he occupies and controls.

Sec. 146-16. Disposal of rubbish.

Every occupant of a dwelling or dwelling unit shall dispose of all his rubbish in a clean and sanitary manner by placing it in the rubbish containers required by § 146-25F.

Sec. 146-17. Disposal of garbage.

Every occupant of a dwelling or dwelling unit shall dispose of all his garbage and any other

organic waste which might provide food for rodents in a clean and sanitary manner by placing it in the garbage disposal facilities or garbage storage containers required by § 146-25G.

Sec. 146-18. Screens.

Maintenance or replacement of screens, once properly installed in any one season, becomes the responsibility of the occupant.

Sec. 146-19. Plumbing fixtures.

Every occupant of a dwelling unit shall keep all supplied fixtures and facilities therein in a clean and sanitary condition and shall be responsible for the exercise of reasonable care in the proper use and operation thereof.

Sec. 146-20. Pest extermination by occupant.

Every occupant of a dwelling containing a single dwelling unit shall be responsible for the extermination of any insects, rodents or other pests therein or on the premises; and every occupant of a dwelling unit in a dwelling containing more than one (1) dwelling unit shall be responsible for such extermination whenever his dwelling unit is the only one infested.

Sec. 146-21. Pest extermination by owner.

A. Notwithstanding the provisions of § 146-20, whenever infestation is caused by failure of the owner to maintain a dwelling in a ratproof or reasonably insectproof condition, extermination shall be the responsibility of the owner and shall be done by a professional exterminator.

B. The owner of a dwelling or dwelling unit shall be responsible for providing and hanging all screens whenever the same are required under the provisions of this chapter or any rule or regulation adopted pursuant hereto.

Sec. 146-22. Garbage and rubbish facilities and containers.

It shall be the responsibility of the owner to supply garbage and rubbish disposal facilities or containers for all dwelling units in a dwelling containing three (3) or more dwelling units and for all dwelling units located on premises where three (3) or more dwelling units share the same premises. In all other cases it shall be the responsibility of the occupant to furnish such facilities or containers.

Sec. 146-23. Maintenance of public areas.⁴

⁴ Amended 6-7-82 by Ord. No. 476.

Every owner of a dwelling containing two (2) or more dwelling units shall be responsible for maintaining in a clean and sanitary condition the shared or public areas of the dwelling and premises thereof and must remove the ice or snow from sidewalks and exterior stairs within twenty-four (24)

hours after the end of the precipitation.

Sec. 146-24. Condemnation of dwellings.

The designation of dwellings, dwelling units, rooming houses, rooming units, hotels or hotel units as unfit for human habitation and the procedure for condemnation and placarding of such unfit dwellings, dwelling units, rooming houses, rooming units, hotels or hotel units shall be carried out in compliance with the following requirements:

A. Any dwelling, dwelling unit, rooming house, rooming unit, hotel or hotel unit which shall be found to have any of the following defects shall be condemned as unfit for human habitation and shall be so designated and placarded by the Director of Health:

(1) One which is so damaged, decayed, dilapidated, unsanitary, unsafe or vermin infested that it creates a serious hazard to the health or safety of the occupants or of the public.

(2) One which lacks illumination, ventilation or sanitation facilities adequate to protect the health or safety of the occupants or of the public.

(3) One which because of its general condition is unsanitary or otherwise dangerous to the health or safety of the occupants or of the public.

B. Any dwelling, dwelling unit, rooming house, rooming unit, hotel or hotel unit condemned as unfit for human habitation and so designated and placarded by the Director of Health shall be vacated within a reasonable time as ordered by the Director of Health.

C. No dwelling, dwelling unit, rooming house, rooming unit, hotel or hotel unit which has been condemned and placarded as unfit for human habitation shall again be used for human habitation until written approval is secured from and such placard is removed by the Director of Health. The Director of Health shall remove such placard whenever the defect or defects upon which the condemnation and placarding action was based have been eliminated.

D. No person shall deface or remove the placard from any dwelling, dwelling unit, rooming house, rooming unit, hotel or hotel unit which has been condemned as unfit for human habitation and placarded as such, except as provided above. Whoever violates this provision shall, upon conviction, be subject to a fine of not less than twenty-five dollars (\$25.) nor more than fifty dollars (\$50.).

E. Any person affected by any notice or order relating to the condemning and placarding of a dwelling, dwelling unit, rooming house, rooming unit, hotel or hotel unit as unfit for human habitation may request and shall be granted a hearing on the matter before the Health Commission under the procedure set forth in Section C-423 of the City Charter, as amended.

F. Where no corrective action is taken by the owner, occupant or person in charge of a dwelling, dwelling unit, rooming house, rooming unit, hotel or hotel unit designated as unfit for human occupancy within six (6) months following the date of the placarding action and when no hearing is pending, the Director of Health shall order the structure in violation to be demolished as soon as practicable, provided that reasonable notice is given to said owner, occupant or person in charge within a reasonable time prior to said demolition.

G. Nothing herein contained shall be interpreted as precluding any private right of action of any person against an owner, occupant or person in charge of the placarded structure.

Sec. 146-25. Basic equipment and facility requirements.

No person shall occupy as owner-occupant or let to another for occupancy any dwelling or dwelling unit for the purpose of living, sleeping, cooking or eating therein which does not comply with the following requirements:

A. Every dwelling unit shall have a room or portion of a room in which food may be prepared and/or cooked and which shall be supplied with the following:

(1) A kitchen sink in good working condition and properly connected to a water and sewer system installed and maintained in accordance with the Plumbing and Building Codes of the city and approved by the Director of Health and which provides at all times an adequate amount of heated and unheated water under pressure.

(2) Cabinets and/or shelves for the storage of eating and drinking and cooking equipment and utensils and of food that does not, under ordinary summer conditions, require refrigeration for safekeeping, and a counter for food preparation. Said cabinets and/or shelves and counter shall be adequate for the permissible occupancy of the dwelling unit and shall be of sound construction, furnished with surfaces that are easily cleanable and that will not impart any toxic or deleterious effect to food.

(3) A stove or equivalent device for cooking food and a refrigerator or equivalent device for the safe storage of food at temperatures less than fifty degrees Fahrenheit (50° F.) but more than thirty-two degrees Fahrenheit (32° F.) under ordinary summer conditions, which are properly installed with all necessary connections for safe, sanitary and efficient operation. Such stove, refrigerator and/or equivalent devices need not be installed where an agreement between the owner and occupant has been arranged in writing, but sufficient space and adequate electrical outlets must nevertheless be provided for the safe and efficient installation and operation of said stove, refrigerator and/or equivalent devices.

B. Every dwelling unit shall contain a room which affords privacy to a person within said room and which is equipped with a flush water closet in good working condition. Said flush water closet shall be connected to a water system that at all times provides an adequate amount of running water under pressure so as to cause the toilet to be operated properly and shall be connected to a sewer system or septic tank which is approved by the Director of Health.

C. Every dwelling unit shall contain a room affording privacy to a person which is equipped with a lavatory sink. Said lavatory sink may be in the same room as the flush water closet or in another room. The lavatory sink shall be in good working condition and properly connected to a water supply and sewer system which is approved by the Director of Health and shall provide at all times an adequate amount of heated and unheated running water under pressure.

D. Every dwelling unit shall contain within a room which affords privacy to a person within such room a bathtub or shower in good working condition. Said bathtub or shower may be in the same room as the flush water closet or in another room and shall be properly connected to a water supply system which is approved by the Director of Health and which provides at all times an adequate amount of heated and unheated running water under pressure and to a sewer system or septic tank which is approved by the Director of Health.

E. Every kitchen sink, lavatory basin and bathtub or shower required under the

provisions of Subsections A, C and D of this section shall be properly connected with both hot-and cold-water lines.

F. Every dwelling unit shall have adequate rubbish storage facilities, the type and location of which are approved by the Director of Health and the Commissioner of Public Works.

G. Every dwelling unit shall have adequate garbage disposal facilities or garbage storage containers, the type and location of which are approved by the Director of Health and the Commissioner of Public Works.

H. Every dwelling shall have supplied water heating facilities which are properly installed, are maintained in safe and good working condition, are properly connected with the hot-water lines required under the provision of Subsection E of this section and are capable of heating water to such a temperature as to permit an adequate amount of water to be drawn at every required kitchen sink, lavatory basin, bathtub or shower at a temperature of not less than one hundred forty degrees Fahrenheit (140° F.). Such supplied water heating facilities shall be capable of meeting the requirements of this subsection when the dwelling or dwelling unit heating facilities required under the provisions of § 146-26E are not in operation.

I. Every dwelling unit shall be provided with one (1) or more approved means of egress leading to safe and open space at ground level as required by the laws of the state and the ordinances of the city.

Sec. 146-26. Light, ventilation, heating and electricity.

No person shall occupy as owner-occupant or let to another for occupancy any dwelling or dwelling unit for the purpose of living therein which does not comply with the following requirements:

A. Every habitable room shall have at least one (1) window or skylight facing directly to the outdoors. The minimum total window area, measured between stops, for every habitable room shall be one-tenth (1/10) of the floor area of such room. Whenever walls or other portions of structures face a window of any such room and such light-obstruction structures are located less than three (3) feet from the window and extend to a level above that of the ceiling of the room, such a window shall not be deemed to face directly to the outdoors and shall not be included as contributing to the required minimum total window area. Whenever the only window in a room is a skylight-type window in the top of such room, the total window area of such skylight shall equal at least fifteen percent (15%) of the total floor area of such room.

B. Every habitable room shall have at least one (1) window or skylight which can be easily opened or such other device as will adequately ventilate the room. The total of operable window area in every habitable room shall be equal to at least fifty percent (50%) of the minimum window area size or minimum skylight-type window size as required in Subsection A of this section, except where there is supplied some other device affording adequate ventilation and approved by the Director of Health.

C. Every bathroom, water closet compartment and nonhabitable room used for food preparation shall comply with the light and ventilation requirements for habitable rooms contained in Subsections A and B of this section, except that no window or skylight shall be required in such rooms if they are equipped with a ventilation system which is kept in efficient operation and approved by the Director of Health.

D. Every dwelling unit and all public and common areas shall have electrical service outlets and fixtures which shall be properly installed, shall be maintained in good and safe working condition and shall be connected to the source of electric power in a manner prescribed by the ordinances, rules and regulations of the city. The capacity of

such services and the minimum number of outlets and fixtures shall be as follows:

(1) Every habitable room and nonhabitable room used for food preparation shall have at least one (1) floor-or wall-type electrical convenience duplex outlet for each sixty (60) square feet or fraction thereof of total floor area, and in no case less than two (2) such duplex outlets per room.

(2) Every water closet compartment, bathroom, kitchen or kitchenette, laundry room, furnace room and public hall shall contain at least one (1) supplied ceiling-or wall-type electric light fixture, and in addition, every bathroom and laundry room shall be provided with at least one (1) electric outlet.

E. Heating facilities. [Amended 4-2-79 by Ord. No. 393]

(1) Every dwelling or dwelling unit shall have heating facilities which are properly installed, are maintained in safe and working condition and are capable of safely and adequately heating all habitable rooms, bathrooms and water closet compartments in every dwelling unit located therein to a minimum temperature of at least seventy degrees Fahrenheit (70° F.).

(2) The heating facilities provided shall be equipped with a control valve and/or thermostat to allow the occupant of the dwelling or dwelling unit to regulate and/or reduce the heat supplied.

(3) Unvented flame space heaters are prohibited; portable electric heaters approved under the appropriate local or State Electrical and/or Fire Prevention Code are acceptable where they meet the provisions of the above subsections.

(4) Between October 1 and October 30 of each year, a heating facility inspection report for multiple dwellings, hotels and rooming houses shall be filed with the Health Department of the City of Stamford indicating that the heating facility for such premises has been inspected within six (6) months from the date of filing by a person licensed to design, construct or repair a heating facility and that such heating facility meets the requirements of this chapter, except that a multiple dwelling, hotel or rooming house no portion of which is more than ten (10) years old at the date for filing shall not be required to file a heating facility inspection report for that year unless any dwelling unit, hotel unit or rooming unit within such premises was not heated in accordance with the requirements of this chapter for a period of more than eighteen (18) hours during the year preceding the filing dates.

(5) The heating facility inspection report required by this chapter shall be provided on forms prescribed or approved by the Health Director of the City of Stamford. Said report shall not be required of buildings containing six (6) or less dwelling units.

(6) Notwithstanding the aforesaid, this section is not intended to include nor shall it be construed to apply to:

(a) Buildings containing dwelling units as defined and created under the Unit Ownership Act of the State of Connecticut wherein seventy-five percent (75%) of such units are in individual ownership other than by the declarant; nor

(b) Dwelling units in single ownership and owned and leased under the cooperative form of ownership.

F. Every public hall, stairway and porch giving egress to ground level in every multiple dwelling shall be adequately lighted at all times so as to provide at least three (3) foot-candles of light at the tread or floor level. Every porch, public hall and stairway in structures containing not more than two (2) dwelling units may be supplied with

conveniently located light switches controlling an adequate lighting system which may be turned on when needed, instead of full-time lighting.

G. During that portion of each year when there is a need for protection against mosquitoes, flies and other insects, at least one (1) door opening directly from a dwelling unit to outdoor space shall have supplied properly fitting screens having at least sixteen (16) mesh and swinging doors shall be equipped with a self-closing device; and every window or other device with openings to outdoor space, used or intended to be used for ventilation, shall likewise be supplied with sixteen-mesh screens, half or full.

Sec. 146-27. Miscellaneous safety and sanitary maintenance requirements.

A. No person shall occupy as owner-occupant or let to another for occupancy any dwelling or dwelling unit for the purpose of living therein which does not comply with the following requirements:

(1) Every foundation, floor, wall, ceiling and roof, door, skylight and window shall be reasonably weathertight, watertight and rodentproof; shall be capable of affording privacy; and shall be kept in sound condition and in good repair. All exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by paint or other protective covering or treatment, using lead-free materials upon any surface that is readily accessible to children.

(2) Every window, exterior door and basement hatchway shall be reasonably weathertight, watertight and rodentproof and shall be kept in sound working condition and good repair.

(3) Every foundation, roof, floor, wall, ceiling, inside and outside stair, every porch and every appurtenance thereto shall be so constructed as to be safe to use and capable of supporting the load that normal use may cause to be placed thereon and shall be kept in sound condition and good repair. Every inside and outside stair or step shall have uniform risers, and straight runs of stairs shall have uniform treads, and stairways shall have handrails, structurally sound, of reasonable height and, where needed, balustrades adequately spaced.

(4) Every plumbing fixture and water and waste pipe shall be properly installed and maintained in good sanitary working condition, free from defects, leaks and obstructions.

(5) Every water closet compartment floor surface and bathroom and kitchen floor surface shall be constructed and maintained so as to be reasonably impervious to water and so as to permit such floor to be easily kept in a clean and sanitary condition.

(6) Every plumbing fixture and pipe, every chimney, flue and smoke pipe and every other supplied facility, piece of equipment or utility which is required under this chapter shall be so constructed or installed that it will function safely and effectively and in conformance with applicable codes of the city and the state and shall be maintained in satisfactory working condition.

(7) No owner, operator or occupant shall cause any service, facility, equipment or utility which is required under this chapter to be removed from or shut off from or discontinued from any occupied dwelling let or occupied by him except for such temporary interruption as may be necessary while actual repairs or alterations are in process or during temporary emergencies when discontinuance of service is approved by the Director of Health. Where there exists only one (1) meter service in a building containing two (2) or more dwelling units, the landlord thereof shall be responsible the continuance of the service.

(8) No owner shall occupy or let to any other occupant any vacant dwelling unit unless

it is clean, sanitary, in good repair and fit for human occupancy.

(9) Every dwelling, other building or accessory structure shall be rodentproof and maintained so as to prevent rodent harborage.

(10) All construction and materials ways and means of egress and all installation and use of equipment shall conform to all laws dealing with fire protection of the city and the state.

Sec. 146-27.1. Lead hazards.5

5 Added 12-5-1994 by Ord. No. 743.

6

6 Editor's note--This ordinance also repealed former § 146-27A(11) and B through F, inclusive, dealing with lead hazards.

A. Definitions. For the purposes of this section, the following terms shall have the following meanings:

Abatement. The encapsulation, replacement or removal of paint, plaster, soil or other material containing toxic levels of lead which pose an unacceptable risk of exposure from interior and exterior surfaces in a manner such that children six (6) years of age and under are protected from present and future risk of lead poisoning.

Accessible surface. Any surface which is below five (5) feet in height; or any surface that becomes defective in such a manner that it causes lead contamination in an area that is below five (5) feet in height and thereby becomes accessible to a child six (6) years of age or under.

Chewable surface. Any projection one-half (1/2) inch or greater from an interior or exterior surface up to five (5) feet in height that can be mouthed by a child. The chewable surface includes window sills, door frames, stair rails and stairs, two (2) inches back from any edge, and any other exterior and interior surface below five (5) feet in height that may be readily chewed by children. Baseboards with an exposed horizontal edge may have quarter round molding applied to the top so that only vertical edges forming outside corners, if present, constitute a chewable surface.

Child. A person six (6) years of age and under.

Defective surface. Peeling, flaking, chalking, scaling or chipping paint; paint over crumbling, cracking or falling plaster, or plaster with holes in it, paint over a defective or deteriorating substrate; or paint that is damaged in any manner such that a child can get paint from the damaged area.

Elevated blood lead level. A blood lead concentration equal to or greater than ten (10) micrograms per deciliter (ug/dl).

Toxic level of lead. A level of lead which:

- (1) When present in paint offered for sale for use on or in a residential dwelling contains more than six hundredths percent (0.06%) lead by weight as determined by a laboratory analysis, which has proven to be accurate and reliable and approved by the department for lead analysis.

(2) When present in a dried paint, plaster or other accessible surface (as defined herein) in a residential dwelling, contains more than six hundredths percent (0.06%) lead by dry weight as measured by atomic absorption spectrophotometry (AAS), graphite furnace atomic absorption spectrophotometry (GFAAS) or inductively coupled plasma atomic emission spectrophotometry (ICPAES) by a laboratory approved by the department for lead analysis.

B. Abatement required.

(1) When a child resides in a dwelling unit, all defective and accessible lead-based surfaces shall be abated to a level of six hundredths percent (0.06%) and nonaccessible abated to a level of forty-nine hundredths percent (0.49%). A property owner may not avoid abatement by taking eviction action against a family with a child.

(2) When a child resides in a dwelling, all defective and accessible exterior surfaces and all defective and accessible surfaces in common areas containing toxic levels of lead shall be abated using the six-hundredths-percent standard and nonaccessible areas shall be abated using the forty-nine-hundredths-percent standard.

(3) When a child has an elevated blood lead level, then abatement to a level of forty-nine hundredths percent (0.49%) shall include all lead-based chewable surfaces, whether or not that surface is defective, and all lead-based movable parts of windows and surfaces that rub against movable parts of windows.

(4) When a child resides in a dwelling requiring lead abatement, interior dust and exterior soil shall be assessed, and, if found to be a source or a potential source of elevated blood lead to a child by the Director, Code Enforcement Agency or Lead Inspector, the soil shall be abated in accordance with state guidelines.

(5) Before licensure or relicensure of all such child day-care facilities, all defective, accessible and chewable lead-base surfaces found therein must be abated to a six-hundredths-percent standard.

C. Federal and state law, rules and regulations to control. Except as herein noted, the laws, rules and regulations of the State of Connecticut and the federal government concerning lead and lead abatement shall control.

D. Public notice of hazards of lead. The Director of Health shall educate the general public about the hazards of lead poisoning and the existence of lead in the environment.

Sec. 146-28. Space, use and location.

No person shall occupy or let to another for occupancy any dwelling or dwelling unit for the purpose of living therein which does not comply with the following requirements:

A. Every dwelling unit shall contain at least one hundred fifty (150) square feet of floor space for the first occupant thereof and at least one hundred thirty (130) square feet of floor space for every additional occupant, the floor space to be calculated on the basis of total habitable room area.

B. In every dwelling unit of two (2) or more rooms, every room occupied for sleeping purposes shall contain at least seventy (70) square feet of floor space for the first occupant and at least fifty (50) square feet of floor space for each additional occupant thereof.

C. At least one-half (1/2) of the floor area of every habitable room shall have a ceiling height of at least seven (7) feet; and the floor area of that part of any room where the ceiling height is less than five (5) feet shall not be considered as part of the floor area in

computing the total floor area of the room for the purpose of determining the maximum permissible occupancy thereof.

D. No cellar space shall be used as a habitable room or dwelling unit.

E. No basement space shall be used as a habitable room or dwelling unit unless:

(1) Each habitable room is located so that the finished floor surface is not more than three (3) feet below the finished grade level at its lowest point.

(2) The floor and walls are impervious to leakage of underground and surface runoff water and are waterproofed against dampness.

(3) The total window area in each room is equal to at least the minimum window area sizes as required in § 146-26A.

(4) Such required minimum window area is located entirely above the grade of the ground adjoining such window area.

(5) The total openable window area in each room is equal to at least the minimum as required under § 146-26B.

(6) There are no pipes or other obstructions less than six (6) feet eight (8) inches above the floor level which interfere with the normal use of the room or area.

F. Every dwelling unit shall have adequate closet or other storage space for the personal effects of each permissible occupant. If it is lacking, an amount of space equal in square footage to the deficiency shall be subtracted from the area of habitable room space used in determining permissible occupancy.

G. A dwelling unit shall not be occupied by more than one (1) family plus two (2) occupants unrelated to the family, except guests or domestic employees, or by not more than one (1) household if the occupants are unrelated, unless specific approval has been granted by the Director of Health.

H. Each dwelling shall have a suitable facility for the safe storage of medicines, toxic materials and household poisons.

Sec. 146-29. Tenement nuisance-abatement authority.

The provisions of Sections 19-347(a) through 19-347(h), Connecticut General Statutes, as amended, are hereby adopted, and the following five-member committee is hereby appointed the authority for the enforcement of said statutes, in accordance with the provisions of Section 19-347(a) thereof: the Director of Health, the Building Inspector, the Chief of the Fire and Rescue Department, the Executive Secretary of the Commission on Human Rights and a citizen appointed by the Mayor. The authority shall have all of the powers and responsibilities as set forth in Section 19-347(b).

Sec. 146-30. Tenement House Operating Fund.

A fund, to be known as the "Tenement House Operating Fund," is hereby created and established. Into such fund, which shall be maintained in a separate account, shall be deposited such moneys as shall be appropriated by the governing body, with the approval of the Board of Finance, or be realized from the sale of bonds issued pursuant to Chapter 109 of the General Statutes of the state, as amended, for that purpose. From such fund shall be withdrawn all amounts expended by the receiver to meet any costs of removing or remedying nuisances pursuant to the provisions of the Act which cannot be met from the rents, issues and profits of the property in which a nuisance exists. Such fund shall be in the custody of the Director of Administration^{6.1} of the city, and the books and accounts

of such fund shall be kept by the Controller of the city. The receiver shall repay the amounts so expended to such fund from the proceeds of any amounts recovered pursuant to the provisions of the statute.

6.1 Editor's Note--The position of Commissioner of Finance was eliminated by referendum on 11-7-1995. The responsibilities previously held by the Commissioner of Finance are now held by the Director of Administration. See Charter, Sec. C5-50-1.

Sec. 146-31. Compilation of tenement records.

The Mayor or his delegate shall compile and, at least semiannually, make public a list of all parties contracting with the rent receivers to perform work hereunder. Such list shall state the names and addresses of such parties, the addresses where work was performed, the general nature of the work, such as plumbing, electrical, etc., the consideration paid for such work and the dates of such work. For each contracting party shall be stated the names and addresses of all proprietors, partners, officers and directors; in the case of corporations, the names and addresses of all parties owning in excess of ten percent (10%) of the capital stock thereof shall be stated.

Sec. 146-32. Lighting and heating requirements in tenements and mercantile establishments.

A. The hallways of all tenement houses and flat buildings in the city which are occupied by three (3) or more families as a residence shall be adequately lighted every night so that the passageway may be plainly seen by persons using the same from one-half (1/2) hour after sunset until daylight on the following morning.

B. Every building within the city which contains a mercantile or commercial establishment and a rear entrance thereto shall maintain a light of an intensity equal to at least twenty-five (25) watts, so situated as to provide adequate illumination of such rear entrance. Such light shall be turned on not later than one (1) hour after sunset each day and shall be kept burning until one (1) hour before sunrise of the following day.

C. The owner of any tenement house or flat building, or any agent of such owner having charge and care of any such tenement house or flat building, or any lessee of the whole of any such tenement house or flat building, who shall fail to keep the hallways of such tenement house or flat building lighted in violation of the terms of this section, or the owner or agent of every building containing a mercantile or commercial establishment and a rear entrance thereto, or lessee or tenant of that portion of the building which houses such mercantile or commercial establishment, who shall fail to maintain a light in violation of the terms of this section, shall be punished as provided by § 1-18.

ARTICLE II. APARTMENTS, MULTIPLE DWELLINGS, ROOMING HOUSES AND HOTELS⁷

⁷ Adopted as Secs. 10-50 through 10-61 of the 1972 Code.

Sec. 146-33. Compliance required; certificate of occupancy.

Rooming houses and hotels shall comply with all foregoing provisions of this chapter, except §§ 146-15 through 146-22 and 146-25, and with the additional requirements as provided in § 146-39.

A. No owner or other person shall occupy or let to another person any vacant dwelling or dwelling unit, rooming unit or hotel unit unless it and the premises are clean, sanitary, fit for human occupancy and comply with all applicable legal requirements of the state and the city.

B. No apartment in any multiple dwelling unit shall be occupied for human habitation after a vacancy and until a certificate of apartment occupancy has been issued by the Director of Health or his authorized representative, certifying that such apartment conforms to the requirements of this chapter and Chapter 352 of the General Statutes of Connecticut; provided that no provision of this chapter shall be construed to prohibit human occupancy of such apartment during the pendency of an application for such certificate. Any person aggrieved by the refusal of a certificate of apartment occupancy may appeal to the Superior Court, Judicial District of Fairfield, and such appeal shall be privileged. [Amended 3-5-79 by Ord. No. 391]

C. No rent shall be recoverable by the owner or lessor of such apartment house for the occupation of any apartment for which a certificate of apartment occupancy has not been obtained prior to the rental thereof in violation of Subsection B of this section.

D. [Amended 3-5-79 by Ord. No. 391] The provisions of Subsections B and C of this section shall not apply to any apartment house which has been constructed or substantially reconstructed within a period of fifteen (15) years next preceding the date such certificate of apartment occupancy would otherwise be required hereunder, not to any apartment house owned by a housing authority organized under the provisions of Connecticut General Statutes, Chapter 128, which has been constructed or altered pursuant to a contract with the federal government or the state providing for annual contributions or other financial assistance. Notwithstanding the aforesaid, this section is not intended to include nor shall it be construed to apply to:

(1) Buildings containing dwelling units as defined and created under the Unit Ownership Act of the State of Connecticut wherein seventy-five percent (75%) of such units are in individual ownership other than by the declarant; nor

(2) Dwelling units in single ownership and owned and leased under the cooperative form of ownership, and multiple dwellings of three (3) units.

Sec. 146-34. Operating license required.⁸

8 Amended 1-8-79 by Ord. No. 387.

A. No person shall operate a multiple dwelling, rooming house or hotel unless he holds a valid, current, unrevoked operating license issued by the Director of Health or his authorized representative and approved in the name of the owner or operator for the specific named multiple dwelling, rooming house or hotel.

B. Every owner of a multiple dwelling, rooming house or hotel, or his authorized agent or operator as designated in writing, shall apply to the Director of Health, on an application form to be provided for that purpose, for an operating license. The applicant for said license shall specify that prior to the issuance or renewal thereof, the multiple dwelling, rooming house or hotel to be licensed may be inspected to determine whether it is in compliance with the provisions of this chapter and the statutes of the state and the city.

C. No operating license shall be issued or renewed for a nonresident owner unless such owner shall designate in writing to the Director of Health the name of a resident of the City of Stamford who shall act as his agent for the receipt of violation notices and for service of process issued pursuant to the provisions of this chapter.

D. No operating license shall be issued or renewed for a resident owner unless such owner has first designated an agent for the receipt of violation notices and for service of process issued pursuant to the provisions of this chapter when said owner is absent from the City of Stamford for thirty (30) or more days. The owner may designate any person who is a resident of the City of Stamford as his agent for this purpose. Such designation shall be made in writing and shall accompany each operating license application.

E. Each license shall be displayed in a conspicuous place within the common ways of the multiple dwelling, rooming house or hotel. Such license shall be transferable, provided that every person holding such license shall give notice in writing within a reasonable time after having sold, transferred, given away or otherwise disposed of ownership of, interest in or control of any multiple dwelling, rooming house or hotel. Such notice shall contain the name and address of the person or persons succeeding to the ownership or control of such multiple dwelling, rooming house or hotel. Every license shall be issued for a period of one (1) year from its date of issuance, unless sooner suspended or revoked, and may be renewed for successive periods not to exceed one (1) year.

F. No operating license shall be renewed unless an application therefor has been made within sixty (60) days prior to the expiration of the present operating license.

G. No license shall be granted to any person for a specific named multiple dwelling, hotel or rooming house unless such premises are in compliance with the provisions of this chapter and the laws, ordinances and regulations of the State of Connecticut and the City of Stamford.

Sec. 146-35. Fees.

9 Amended 6-7-1982 by Ord. No. 473; 4-1-1991 by Ord. No. 672; 5-1-2000 by Ord. No. 930; 2-7-2001 by Ord. No. 950; 9-4-2001 by Ord. No. 963; 5-5-2003 by Ord. No. 1009.

Ord. No. 950 was adopted Feb. 7, 2001, and is effective retroactively to Jan. 1, 2001; 5-5-2003 by Ord. No. 1009.

A. The fees for the licenses provided for in § 146-35 shall be in accordance with the following

schedule:

- (1) Apartment license: Three (3) to Nine (9) Apartments: sixty dollars (\$60.), plus thirty dollars (\$30.) per apartment unit.
- (2) Apartment license: Ten (10) to thirty-nine (39) apartments: seventy-five dollars (\$75.00), plus forty dollars (\$40.) per apartment unit.
- (3) Apartment license: Forty [plus] (40+) Apartments: two hundred dollars (\$200.), plus sixty dollars (\$60.) per apartment unit.
- (4) Rooming House License: one hundred eighty dollars (\$180.), plus fifty-five dollars (\$55.), per rooming unit.
- (5) Hotel License: two hundred fifty dollars (\$250.), plus seventy-five (\$75.) per hotel unit. For any hotel owned by any person, firm, corporation, joint venture or other legal entity that is exempt from income tax liability pursuant to Section 501(c)(3) of the Internal Revenue Code, the applicable licensing fees shall be as follows: Hotel License: two hundred and fifty dollars (\$250.), plus thirty dollars (\$30.) per hotel unit.
- (6) Assisted Living and Continuing Care Residence license: two hundred dollars (\$200.), plus thirty-eight (\$38.) per residence unit.

B. Reduction. The per apartment unit license fee for apartments in buildings containing forty (40) or more dwelling units in which initial occupancy of all units is legally restricted to individuals or families earning sixty (60%) per cent or less of area median income (AMI) ("Legally Restricted Building") shall be twenty (\$20.) dollars per apartment unit. Notwithstanding the foregoing, in any year in which an apartment in a Legally Restricted Building is being rented to an individual or family with an income in excess of 60% of AMI, the per apartment unit license fee for that apartment unit shall be fifty (\$50.) dollars. Upon request, owners and operators of Legally Restricted Buildings shall be required to provide the Director of Health and Social Services with copies of tenant eligibility information, including, but not limited to mandated annual income certification or re-certification forms.

C. The fees for an application for a certificate of apartment occupancy provided for in § 146-33 shall be fifty dollars (\$50.).

Sec. 146-36. Inspections.

The inspection and reinspection of dwellings and dwelling units, rooming houses and rooming units, hotels and hotel units shall be made in accordance with §§ 146-5, 146-6 and 146-7.

Sec. 146-37. Suspension of license; reinspection.

A. Whenever upon inspection of the multiple dwelling, rooming house or hotel, the Director of Health finds that conditions or practices exist which are in violation of the provisions of this chapter or of any applicable rules and regulations pursuant thereto, he shall serve the owner or his duly authorized agent or operator with notice of such violation as provided in § 146-7. Such notice shall also state that unless the violations cited are corrected within a reasonable time, not to exceed sixty (60) days, the operating license shall be denied or suspended.

B. After passage of the period of time allowed for the correction of any alleged violation, the Director of Health shall reinspect the multiple dwelling, rooming house or hotel, and if he determines that the conditions in violation have not been corrected, he may issue an order denying or suspending the operating license.

Sec. 146-38. Appeals; revocation.

Notice of denial or suspension of license shall be subject to the right of appeal and the appeals procedure as outlined in the Charter, Sec. C-423, as amended, and the provisions of §§ 146-9 and 146-10. If no request for hearing or reconsideration reaches the Health Commission within seven (7) days following issuance of an order of suspension, such license shall be deemed to have been automatically revoked.

Sec. 146-39. Bathroom facilities; cooking; door locks.

A. At least one (1) flush water closet, lavatory basin and bathtub or shower properly connected to a water supply and sewer system approved by the Director of Health and in good working condition shall be supplied for each six (6) persons or fraction thereof residing within a rooming house or hotel, including members of the operator's family whenever they share the use of the said facilities; provided that in a rooming house or hotel where rooms are let only to males, flush urinals may be substituted for not more than one-half (1/2) the required number of water closets. All such facilities shall be so located within the dwelling as to be reasonably accessible from a common hall or passageway to all of the persons sharing such facilities and shall be on the same floor as the rooming units or hotel rooms which such facilities serve. Every lavatory basin and bathtub or shower shall be supplied with heated and unheated water under pressure at all times. No such facilities shall be located in a basement except by written approval of the Director of Health. No such facilities shall be located in a cellar.

B. The following provisions shall apply in all rooming houses and hotels:

(1) Cooking in a rooming unit or hotel room shall be prohibited.

(2) Communal cooking and dining facilities in a rooming house or hotel shall be prohibited except as approved by the Director of Health in writing.

C. The rooming unit or hotel room doors shall have operating locks to ensure privacy.

Sec. 146-40. Bedding.

The operator of every rooming house or hotel shall change supplied bed linen and towels therein at least once each week and prior to the letting of any room to any occupant. The operator shall be responsible for the maintenance of all supplied bedding in a clean and sanitary manner.

Sec. 146-41. Floor space in sleeping rooms.

Every rooming unit or hotel unit occupied for sleeping purposes by one (1) person shall contain at least one hundred ten (110) square feet of floor space, and every rooming unit or hotel unit occupied for sleeping purposes by more than one (1) person shall contain at least sixty (60) square feet of additional floor space for each additional occupant thereof.

Sec. 146-42. Means of egress.

Every rooming unit or hotel unit shall be provided with not less than two (2) approved remote means of egress, both of which lead to safe and open space at ground level (as required by the laws of this state and this city), except that windows shall not be considered means of egress.

Sec. 146-43. Sanitary maintenance.

The operator of every rooming house or hotel shall be responsible for the sanitary maintenance of all walls, floors and ceilings and for maintenance in a sanitary condition of every other part of the rooming house or hotel, and he shall be further responsible for the sanitary maintenance of the entire premises where the entire structure or building is leased or occupied by the operator.

Sec. 146-44. One-and two-family dwellings not affected.

This chapter shall not apply to a one-family dwelling or a two-family dwelling that is owner-occupied.

ARTICLE III. HOUSING BLIGHT¹⁰

10 Adopted 4-4-2000 as Ord. No. 925.

Sec. 146-45. Definitions.

For the purpose of this ordinance, the following words and terms shall have the following meanings:

Anti-Blight Committee shall mean a committee comprised of the Chairperson of the Police Commission or his or her designee, the Chairperson of the Fire Commission or his or her designee, the Chairperson of the Zoning Board or his or her designee, the Chairperson of the Health Commission or his or her designee, and the President of the Board of Representatives or his or her designee.

Anti-Blight Officer shall mean an individual appointed by the Mayor to enforce the provisions of this Article.

Appeals Board shall mean the Municipal Building Board of Appeals as established in § C6-70-1 of the Charter.

Blighted Property or Blighted Properties shall mean, as the case may be, any building or structure, or any part of a building or structure that is a separate unit, or a vacant parcel of land in which at least one (1) of the additional following conditions exist:

- (1) It is determined by the city's Chief Building Official or by its Director of Health that existing conditions pose a serious or immediate danger to the community, i.e., a life-threatening condition or a condition which puts at risk the health or safety of citizens of the City.
- (2) It is not being adequately maintained; without limitation, the following factors may be considered in determining whether a structure or building is not being adequately maintained: missing or boarded windows or doors; collapsing or missing walls, roof or floor; siding that is seriously damaged or missing; fire damage; a foundation that is structurally faulty; garbage, trash or abandoned cars situated on the property (unless the property is a junkyard legally licensed by the State of Connecticut).
- (3) It has been cited for code violations as documented in the Building Department or Health Department inspection reports, which violations have not been corrected.
- (4) It has become a place where criminal activity has taken place as documented by Police Department reports.
- (5) It is a fire hazard as determined by the Fire Marshal or as documented in Fire Department reports.
- (6) It is a factor creating a substantial and unreasonable risk of interference with the reasonable and lawful use and enjoyment of other space within the building or other properties within the Neighborhood as documented by Neighborhood complaints, or cancellation of insurance on proximate properties.
- (7) It is a factor that is seriously depreciating property values in the Neighborhood.
- (8) It contains unauthorized outside storage or accumulation of junk, trash, rubbish,

boxes, paper, plastic or refuse of any kind; the parking of inoperable cars, boats, motorcycles or other inoperable machinery on the property or the public right-of-way. For the purposes of this Article "authorized" shall pertain to local, state or federal laws and/or regulations.

(9) It has been vandalized, or otherwise damaged to the extent that it is seriously depreciating property values in the Neighborhood.

Building Official shall mean the building official as defined in Connecticut General Statutes § 29260 and § C5-30-6 of the city Charter.

Certification shall mean the approval by the Anti-Blight Committee of the proposed list of Blighted Properties.

Chairperson of the Anti-Blight Committee shall mean a member of the Anti-Blight Committee, duly elected by the members of the Anti-Blight Committee to hold the position of Chairperson.

Dilapidated shall mean a building or structure or any part thereof that would not receive a certificate of occupancy if applied for, regardless of whether one had been previously issued.

Housing Blight shall mean the existence of a Blighted Property, whether residential or commercial, within the same Neighborhood of residential properties.

Legal Occupancy shall mean occupancy that is legal by virtue of compliance with state building, state fire safety, local zoning, local housing, and all other pertinent codes, which, in the case of rental property, must be substantiated by a bona fide lease agreement, a rent receipt or a utility statement.

Level One Hearing shall mean a hearing before the Anti-Blight Officer.

Neighborhood shall mean an area of the City comprised of all properties or parcels of land, any part of which is within a radius of four hundred (400) feet of any part of another parcel or lot within the City.

Notice of Decision shall mean written notification of a decision on a Level One Hearing by the Anti-Blight Officer, or a decision on an appeal to the Appeals Board.

Unit shall mean any space within a building that is or can be rented by a tenant for his/her or its sole use, and is intended to be a single and distinct space.

Vacant shall mean a period of sixty (60) days or longer during which a building or structure or any part thereof, or land, that is not legally occupied.

Vacant Parcel shall mean a parcel of land with no intact building structure(s) thereon.

Sec. 146-46. Prohibition against creating or maintaining blighted properties.

No person, firm, business entity, voluntary association or nonprofit organization shall cause or permit Blighted Properties, as defined herein, to be created, or the existence thereof continued, on any real property located in the City of Stamford in such a manner that it causes or contributes to Housing Blight.

Sec. 146-47. Certification list of blighted properties.

(a) Within one month of the enactment date of this Article, the Anti-Blight Officer shall ask representatives of the Building Department, Health Department, Police Department, Fire Department, Fire Marshal's office and Zoning Enforcement Office to give written reports of any real property that they are aware of that appear to be Blighted Properties; those city officials should submit their reports to the Anti-Blight Officer within one month of the date of the request.

(b) The Anti-Blight Officer shall use this information and any other information on Blighted Properties that may be available to complete a list of apparently Blighted Properties. Said list shall be completed within one month after the city officials have submitted their reports to the Anti-Blight Officer.

(c) Immediately after the Anti-Blight Officer has completed the list of apparently Blighted Properties, he or she shall transmit such list to the Building Official. The Building Official shall review and notify, within one month of the date of receipt, the Anti-Blight Officer which of the apparently Blighted Properties on the list are abandoned in accordance with the provisions of Section 8-169p(a) of the Connecticut General Statutes, together with a statement as to whether, in the opinion of the Building Official, they can be rehabilitated. In the first year following enactment of this section, the Anti-Blight Officer may levy fines against Blighted Properties as described in Section 146-47, prior to approval of a Blighted Properties list; provided, no fines may be levied until after the property owner or his/her or its authorized representative has had the opportunity to have a Level One Hearing. Furthermore, said property owner shall be entitled to have a Formal Hearing in accordance with the provisions of Section 146-49 herein. In subsequent years, the process will be initiated on or before January 1 of that calendar year, and fines may only be levied pursuant to approval of a Blighted Properties list.

(d) Within one month of the Building Official's notification of abandoned and apparently Blighted Properties, the Anti-Blight Officer shall give notice of a Level One Hearing to property owners in accordance with the provisions of Section 146-48(a) of this Article.

(e) Upon completion of the Level One Hearings, the Anti-Blight Officer shall present the proposed list of Blighted Properties to the Anti-Blight Committee for Certification. The presentation of said list shall be at a duly noticed meeting, and at such other times as the Anti-Blight Committee deems appropriate. The Anti-Blight Committee, at said meeting or any adjourned meeting, shall approve, disapprove or modify said list. The Anti-Blight Committee may modify said list, in its sound discretion, by moving one or more designated Blighted Properties to a suspended list for good cause shown. At the conclusion of the Anti-Blight Committee's review of said list, it shall finalize the list and issue its Certification of Blighted Properties, which shall be published in a newspaper of general circulation published in the City.

In the event that the Anti-Blight Committee does not act on the list within sixty (60) days after the Anti-Blight Officer has presented the proposed list to the Anti-Blight Committee, said list shall be deemed to have been approved by the Anti-Blight Committee and the Anti-Blight Officer shall issue a Certification of Blighted Properties in the manner set forth above.

(f) Once certified by the Anti-Blight Committee or the Anti-Blight Officer, as stated in Section 146-47(e) above, the Blighted Properties list in any given year shall not expire, but shall remain in place and enforceable until a subsequent list is enacted.

(g) The Anti-Blight Committee shall meet at least quarterly to conduct its business, including, but not limited to, reviewing the list of Blighted Properties and determining whether additional properties should be added to the list or whether properties currently on the list should be removed from it. Said additions or deletions may only be made by a majority vote of the Anti-Blight Committee that is present and voting. In the event that a vote is taken to add a particular property, then, before the property is added to the list, the property owner shall be entitled to notice, a hearing and an appeal as stated herein.

(h) In the event that a list is amended by the Anti-Blight Committee, then it shall certify the amended list and publish it in accordance with the provisions of Section 146-47(e) above.

(i) The time lines cited in this section are directory.

Sec. 146-48. Level one hearings.

(a) Before the list of Blighted Properties may be approved by the Anti-Blight Committee, the Anti-Blight Officer shall notify each owner of the subject property by certified mail to the last known address of such owner, or in the case of an owner who cannot be identified or whose address is unknown, by publishing a copy of such notice in a newspaper having general circulation in the City, stating such property has been determined to be a Blighted Property and, if applicable, whether such property has been determined to be abandoned, and setting a date for a Level One Hearing for the purpose of determining whether the owner is: (1) Willing and able to rehabilitate the Blighted Property within a reasonable time; or (2) Willing and able to demolish the Blighted Property within a reasonable time; or (3) Willing and able to clean the vacant parcel of land within a reasonable time.

(b) In the event that a property owner has obtained a demolition permit for the subject property, then the Anti-Blight Officer shall not enforce the provisions of this Article against said property or the property owner while action is pending on said permit.

(c) The Anti-Blight Officer shall take all grace periods for Code compliance that have been granted to the property owner by the city of Stamford, or the State of Connecticut, into consideration when making the determination as to whether or not to include a certain property on the list, including, but not limited to the Building, Health, Fire, and Zoning codes and/or regulations.

(d) At the Level One Hearing with the Anti-Blight Officer: (1) If the owner of any such Blighted Property shall appear, the owner may contest the proposed designation of such property as a Blighted Property and may submit any additional information or evidence related to the Blighted Property as the owner may wish. After consideration of any such additional information, the Anti-Blight Officer shall issue a Notice of Decision which shall be in writing and mailed by certified mail, return receipt requested, to each owner and to all parties to the proceedings; (2) If the owner of any such property fails to appear, either personally or by his/her or its authorized representative, on the date set for the Level One Hearing with the Anti-Blight Officer or any adjourned date of such meeting, after consideration of the available information, the Anti-Blight Officer shall issue a Notice of Decision which shall be in writing and mailed by certified mail, return receipt requested, to the owner of the property.

(e) In the event that the Anti-Blight Officer renders a decision against a property owner in accordance with the provisions of this Article, the Anti-Blight Officer shall impose a penalty of not less than ten and not more than ninety dollars (\$90.00) for each day that the Blighted Property remains in violation of this Article. Each day that the Blighted Property is in violation of this section shall constitute a separate offense. The Anti-Blight Officer shall give notice of the imposition of said penalty in the Notice of Decision. Said penalty shall begin to run fifteen (15) days after the date of the Certification of Blighted Properties and shall continue to be levied each day until the violation is corrected. Whether a violation is deemed "corrected" shall be determined by the Anti-Blight officer with the consent of the Chairperson of the Anti-Blight Committee.

All fines imposed for violations of this Article shall be paid to a fund maintained by the City of Stamford, which fund shall be designated specifically for the purpose of carrying out the purposes and goals of this Article.

Sec. 146-49. Formal hearings.

(a) If the owner of any such Blighted Property fails to appear at the Level One Hearing with the Anti-Blight Officer, either personally or by his/her or its authorized representative, on the date set for said hearing or any adjourned date of such hearing, the Anti-Blight Officer shall schedule a formal hearing with the Appeals Board.

(b) If after a Level One Hearing at which the owner or his/her or its agent appeared and had an

opportunity to be heard, the Anti-Blight Officer renders a decision against the property owner, the property owner may request a formal hearing with the Appeals Board, provided said request is made in writing to the Anti-Blight Officer, and is filed within fifteen (15) days of the date of the notice of the Anti-Blight Officer's decision on the Level One Hearing. The appeal shall not toll or abate the running of any penalty imposed by the Anti-Blight Officer.

(c) All hearings pursuant to this section shall be held in the same manner as set forth under §§ 4-176e to 4-181a, inclusive, of the Connecticut General Statutes.

(d) The Appeals Board shall hold hearings on an appeal within forty five (45) days of receiving notice of said appeal.

(e) After hearing the matter, the Appeals Board shall, within fifteen (15) days of the last hearing date, issue a Notice of Decision which shall be in writing and mailed by certified mail, return receipt requested, to each owner and to all parties to the proceedings.

(f) If the owner of the property fails to appear, either personally or by his/her or its authorized representative, on the date set for the Appeal or any adjourned date of such hearing, then the Appeals Board may enter a default against said property owner, deny the Appeal and issue a Notice of Decision in accordance with the provisions of Section 146-49(e) above.

(g) Property owners may appeal the decision of the Appeals Board to the Superior Court in accordance with the provisions of Section 7-152c of the Connecticut General Statutes. Any such appeal shall not toll or abate the running of any penalty imposed by the Anti-Blight Officer.

Sec. 146-50. Blight lien authorized.

The Anti-Blight Officer is hereby authorized, in accordance with the provisions of § 7-148aa of the Connecticut General Statutes and this Article, to place a lien on any and all Blighted Property as security for any unpaid penalty or fine on behalf of the city. With the written approval of the Chairperson of the Anti-Blight Committee, the Anti-Blight Officer may waive and release said penalties and liens in the event the city acquires the property or at the time of the sale of the Blighted Properties if, in his or her opinion, the buyer has the financial ability and the intention to immediately rehabilitate Blighted Properties or hold all penalties and liens in abeyance until all rehabilitation is completed.

Sec. 146-51. City acquisition of abandoned blighted properties.

The Anti-Blight Officer is authorized to take the necessary steps to acquire the Blighted Properties which have been certified by the Building Official to be abandoned pursuant to the Urban Homesteading Act, Connecticut General Statutes § 8-169(o), et seq., as it may be amended from time to time. The Anti-Blight Officer is further authorized to take necessary steps to acquire Blighted Properties, provided there are funds available, using other state and federal means as they may be available.

Sec. 146-52. Administrative responsibilities.

(a) The Anti-Blight Committee shall at its first annual meeting elect a Chairperson. The Anti-Blight Committee's meetings shall be public and it shall conduct said meetings in accordance with Robert's Rules of Order as well as all applicable state and local laws, including, but not limited to, the state's Freedom of Information Act.

(b) The Anti-Blight Committee may prescribe administrative procedures for the purpose of implementing the provisions of this Article.

(c) All funds collected by the Anti-Blight Officer shall be deposited into an account to be

administered by the Director of Administration to be used for associated costs in enforcing and administering this Article (i.e., legal fees, court costs, serving papers, etc.) which shall be a continuing account.

Sec. 146-53. Enforcement.

In addition to other available forms of enforcement, the provisions of this Article may be enforced through the civil citation process.

Part "C"

STAMFORD COMMUNITY DEVELOPMENT PROGRAM (SCDP)

REHABILITATION SCOPE OF WORK PART I: GENERAL CONDITIONS

OWNER(S): 680 - 682 Atlantic Street Associates

DATE: Sept.14, 2004

ADDRESS: 688 - 690 Atlantic Street

PHONE NO:

PROJECT OVERVIEW :

This project is a gut rehabilitation of an existing six family wood frame dwelling. All interior lead surfaces will be removed. All exterior lead surfaces shall be removed or abated. The owner shall provide a management plan to the Stamford Health Department for all intact lead surfaces which remain, prior to the start of construction.

CONTRACTOR'S RESPONSIBILITIES:

The contractor shall provide to **Historic Neighborhood Preservation** a detailed description of all modifications to the exterior of the existing structure. This work shall include, but not limited to, cornice restoration and brick cleaning. The contractor is not to begin exterior renovations until written approval from **Historic Neighborhood Preservation** is granted.

The contractor shall provide all labor, materials, tools, equipment, and related items necessary to complete all of his work. The contractor shall perform all work using skilled mechanics. All work shall be neat, accurate and done in a manner according to the highest trade practices.

The contractor shall do all within his/her power to insure that a minimum of 15% of mechanics, subcontractors or suppliers shall be minority persons/owned firms. All rehabilitation, alterations or repairs shall be in compliance with Housing, Building, Zoning and Fire codes of the City of Stamford. Before commencing work, contractors and/or subcontractors shall obtain and /or provide all necessary permits and licenses required by the City of Stamford and the State of Connecticut.

The contractor/subcontractor must personally inspect the premises and give his full attention to any and all areas he might become specifically involved with. Neither the contractor nor the owner shall make any changes to this Scope of Work unless a change order is processed and fully executed by the owner and SCDP. The contractor/ subcontractor shall check and verify all measurements and/or plan dimensions in the field before the commencement of construction.

The contractor shall be responsible for clean up and removal of all construction debris and waste materials from the job site on a daily basis and for final clean up and removal from the premises of all debris, excess and waste materials, tools and equipment at the completion of his job.

The contractor shall, maintain an appropriate waste container or dumpster at the job site for the safe and sanitary disposal of debris. The contractor/ subcontractor shall protect all areas against physical damage during the construction period. Drop clothes must be used to protect existing floor coverings, fixtures, cabinets etc. All tools, equipment, and materials (when not in use) shall be stored safely out of the way of occupants.

The contractor/subcontractor shall GUARANTEE all work, material and equipment for a period of one year. He/she shall promptly make all repairs and replace all defective materials and equipment during this period. The guarantee period shall commence after a Certificate of Occupancy and final payment has been issued.

The selected contractor shall must supply SCDP with an original certificate of insurance for workmen's compensation, disability endorsements with minimum limits of **FIVE HUNDRED THOUSAND (\$500,000) DOLLARS per occurrence** for bodily injury and **ONE HUNDRED THOUSAND (\$100,000) DOLLARS per occurrence** for property damage. Required limits shall increase as the size of the job increases.

The contractor shall indemnify and save harmless the owner, the Community Development Program and the City Of Stamford as additional insured under his liability and workmen's compensation policies. The insurance certificate must include the following language:

"The City of Stamford, Stamford Community Development Program, its agents, officers and employees are additional insured."

The insurance certificate shall be issued to:

**STAMFORD COMMUNITY DEVELOPMENT PROGRAM
CITY OF STAMFORD
PO BOX 10152
STAMFORD, CONNECTICUT 06904**

All manufacturers warranties are to be extended to the owner.

OWNER'S RESPONSIBILITIES:

The owner shall have the right to select, whatever colors and models are involved within the framework of the budgeted allowance prior to the contractors ordering such materials.

The owner shall provide adequate on site space for safe storage of materials and if requested, for the contractors equipment and tools required for the performance of his work. The owner shall provide temporary utilities (heat, electric and water) to the contractor during the construction period unless otherwise agreed to by both parties.

The owner shall be responsible for the correction and/or removal of all Health, Fire and Building code violations of record not remedied by the specifications contained in this Scope of Work. The owner shall make provisions for the removal of furniture, accessories and/or personal possessions from the work areas before construction begins.

NOTICE TO CONTRACTORS AND HOMEOWNERS

SCDP requires that the General Contractor provide a cost breakdown specific to work performed by a Licensed Lead Abatement Contractor. The removal of asbestos and lead base paint from this structure must comply with all federal, state and local regulations. Both the owner and contractor are responsible for the safe removal and proper disposal of this hazardous material.

DEMOLITION

Demolition 020 700

- LC 1) Remove and cart away all general household debris, plaster walls and ceilings in the entire dwelling, include all public halls and stairwells. Plaster shall be removed down to the original framing members and shall be free from all lath, nails and other devices. Include with Demo all kitchen cabinets, bathroom vanities, moldings and trim. Support walls prior to removal of fire damaged structural members.
- 2) Remove and cart away all existing partitions as indicated on plans all dwelling units.
- LC 3) Remove and cart away all windows and doors as indicated on plans. Include with demo all jambs and sills.
- 4) Remove and cart away all electrical panels, meters, main service connections, all lighting fixtures, receptacles, switches, wiring and appurtenances.
- 5) Remove and cart away all plumbing fixtures, water, vent and waste lines, gas piping, boilers, hot water tanks, heating pipes, metal flues and heating devices (baseboards, radiators, etc.).
- LC 6) Remove and cart away all exterior siding on the existing dwelling. Siding shall be removed down to the sheathing. Include the removal of all lath, nails, insulation and other devices that are attached to the structure. Remove all rotted or deteriorated sheathing.
- LC 7) Remove and cart away all rotted or deteriorated exterior wood trim, corner boards, soffits, fascias, cornices and overhangs.
- 8) Remove and cart away existing roofing materials and framing members from roof structure.
- LC 9) Remove and cart away all existing hazardous materials (asbestos and lead paint) located in the structure. The contractor shall be responsible for the safe removal and proper disposal of these materials as required by Federal, State and local laws.
- LC 10) Remove and cart away rear wood frame porch including 1st floor enclosure. Include the removal of all structural members and masonry supports.
- 11) The General Contractor shall provide an on site construction dumpster for the removal of all debris resulting from alterations and general construction work.

End of Section

040 Masonry

Masonry 041 000

- 1) The contractor shall repair all cracks and holes located in the existing foundation walls. Rake out all loose mortar and prep area. Mortar mix shall be of the same consistency, color and texture as the existing.**
- 2) Supply and install all materials required to repair all usable masonry chimneys. This will include the replacement of damaged brick, tuck and point and replacement of the flue liner, if required.**
- 3) The mason contractor shall patch all holes, and make repairs to all masonry, disturbed by other trades in the performance of their work.**
- 4) Supply and install 10 inch sono-tube piers for new 3 story rear porch. Concrete shall be 3000 p.s.i. mix.**

End of Section

METALS 050

- LR 1) Supply and install continuous baked white aluminum soffit and cornice vents to 3rd floor mansard roof.**

End of Section

WOOD AND PLASTICS 060

CARPENTRY 061 000

- EXTERIOR** 1) Supply and install all materials required to repair the front porch. The contractor shall meet with HNPP and SCDP prior construction to discuss final repair options.
- LR** 2) Supply and install all materials required to replace all siding on dwelling. Siding shall be 1 x 6 western red cedar with a 4" exposure. Include with the installation 5/4"x 4" stock corner boards. Secure siding with zinc coated siding nails.
- LR** 3) Supply and install all materials required to replace all rotted or deteriorated soffits, cornice work, overhangs, corner post, trim, ornamental moldings (missing or damaged), window and door casings with equivalent materials.
- LR** 4) Supply and install a new solid wood entrance door complete with jamb and a oak threshold to the front entrance of the existing dwelling. Door and hardware shall be selected by HNPP. Include with the installation an interlocking metal weatherstripping. Allow a max. of \$450.00 purchase price for the door and hardware.

CARPENTRY GENERAL

- LR** 1) Supply and install all materials required to frame new mansard roof and partitions, in the existing structure as indicated on drawings. Framing lumber shall be Doug Fir construction grade or better. The framing contractor shall provide all temporary supports to insure that the structure is sound prior to the removal of any bearing partition or support columns.
- 2) Supply and install fire stops between the 1st and 2nd floors and between the 2nd fl. and the roof systems floor framing.
- 3) Supply and install all materials required to support and jack up the existing structure as required. The contractor shall replace all rotted or deteriorated floor joist, ceiling beams, girders, sills, support columns, lally columns, rafters or any other component that relates to the structural integrity of the dwelling. All framing lumber shall be douglas fir construction grade or better. The contractor shall make all floors as level as possible. Replace all rotted or deteriorated subfloors with equivalent thickness material. The contractor shall pay close attention to the kitchen and bathroom locations.
- LR** 4) Supply and install prime Marvin or equal double hung windows as noted on plans to all window locations. Windows shall be insulated glass with matching (as noted on plan) wood muntins. Include with the installation the replacement of all rotted framing members and exterior trim.
- LR** 5) Supply and install interior doors as shown on plans. Doors shall be 1 3/8" pre hung hollow core lauan, stain grade. Include with the installation Stanley brass butt hinges, and Kwiqset door hardware assemblies. Closets shall receive passage door hardware, room entrances shall receive locking door hardware. Bi-fold closet doors shall receive dummy door pulls.
- LR** 6) Supply and install 1 hour fire rated steel entrance doors with rated jamb assemblies to all apartment and egress entrances. Include with each door self

closing hinges, Schlage entrance door locks and oak thresholds. Owner shall select door style and hardware.

LR 7) Supply and install colonial pine trim throughout each apt. unit and public hallway. Include new baseboard, door casings, window stools, aprons, and casings. Trim must be stain quality not finger jointed material.

LR 8) Supply and install 1x12 pine shelving to all closets. Include metal support brackets and expandable metal closet poles. Linen closets shall receive four full depth pine shelves secured by shelf cleats.

9) The contractor will protect the existing hardwood floors as best as possible during construction. He will inspect floors with SCDP to determine if the existing floors will be repaired and refinished. If the flooring is not salvaged the contractor shall install a ½" layer of plywood underlayment glued then pownailed every 6".

LR 10) Supply and install as indicated on plans, Kraft- Maid or equal oak faced wood kitchen cabinets and vanities to each apt. unit. Cabinets shall include door and drawer pulls, concealed hinges and Formica countertops with a 4" backsplash. The contractor shall receive approval of manufacturer and models selected from SCDP prior to ordering. The cabinets shall be a middle line quality.

LR 11) Supply and install all material required to repair the existing interior staircases as indicated on plans. The contractor shall replace missing balusters and worn treads, he shall tighten loose handrails and apply a rubber non skid mat on each tread.

LR 12) Supply and install all materials required to rebuild the rear porch. Structural and exposed framing lumber shall be #1 pressure treated lumber with a minimum 20 year limited warranty. Decking shall be #1 5/4" x 4" pressure treated lumber. Support hangers shall be TECO or equal. All fasteners and nails shall be galvanized and sized according to manufactures specifications. Refer to plans for detailed information. The contractor shall include all masonry work and repairs to make this structure sound. Refer to plans for detailed information.

13) The GENERAL CONTRACTOR shall complete all related construction work items required by other trades to assist them in the performance of there work. Such items shall include constructing chases, moving partitions etc.

14) The GENERAL CONTRACTOR shall be responsible for the clean up and patch work of all sub contractors and trades.

End of Section

070 Thermal & Moisture Protection

INSULATION 073 000

1) Supply and install fiberglass insulation to all exterior walls, party walls, bathroom walls public hallway walls and exterior foundation walls. Include fiberglass insulation to the 1st, 2nd and 3rd fl. ceilings. The insulation contractor shall provide and install the correct R value to the structure as required by the city of Stamford. The contractor shall submit this information to SCDP prior to the installation.

ROOFING**073 000**

1) Supply and install all materials required to frame a new Mansard roof system to the existing structure. Roof framing shall be Doug Fir construction grade lumber, size as noted on drawings. Plywood shall be ½" A/C exterior glue secured with # 8d common nails. All nailing shall adhere to the latest BOCA nailing schedule. Install a 15# felt paper base to new roof sheathing. Install baked white aluminum drip edge as required.

2) Supply and install CLASS A 235# fiberglass 3 tab strip shingle to the roof system. Color to be selected by owner.

3) Strip the remaining roof systems down to the roof sheathing. Replace all deteriorated sheathing and framing. If no plywood sheathing exist, supply and install a ½" AC plywood to rafters with a spacing of 16 o.c. Increase thickness to 5/8" if roof rafters are greater than 16" o.c. Apply required felt paper base, then supply and install a CLASS A 235# fiberglass strip shingle to the roof system.

Main roof system shall receive aluminum drip edge, flashing and boots for all roof penetrations. The contractor shall supply and install a continuous ridge, soffit and cornice venting system.

4) Supply and install baked white enamel 5" aluminum ogee gutters, .027 thick fastened with spike and ferrules to the main and accessory roof systems. Include with the installation new white baked enamel 2x3 downspouts and accessories.

Siding**074 600****Wood
Siding****1) Refer to Exterior Carpentry**

End of section

FINISHES 090

SHEETROCK 092 600

LR 1) Supply and install a one hour rated wall and ceiling to all public hallways, apartment ceilings, party walls, boiler room and basement (ceiling only). Tape and spackle a minimum of 3 coats and prepare surfaces for paint.

LR 2) Supply and install ½" sheetrock to all non rated walls and ceilings located in each apartment unit. Bathroom shall receive ½" water resistant sheetrock, tub areas will receive ½" Durock cement board (if ceramic tile is installed).

3) Sheetrock shall be secured with 1½" type "W" screws. Cement board shall be secured with 1½" galvanized roofing nails. Include with the installation joint compound and all flex and corner beads.

CARPET 096 850

1) Supply and install a Nylon 24 ounce medium traffic cut pile, stain resistant, non allergenic carpet over a ½" synthetic pad to all bedroom locations.

RESILIENT TILE FLOORING 096 000

1) Supply and install, on a approved sub-floor, vinyl composition tile (VCT) to all kitchens, baths and hallway areas. Tile shall be a commercial grade vinyl as manufactured by Azrock or equal. Tile shall be installed per manufactures specifications. Installer shall provide proper adhesive and transition molding as required.

2) Supply and install a 4" solid rubber cove base to all locations where VCT has been installed. Base shall be 48" sections in length and ½" thick. Include with installation molded corners and adhesive.

NOTE: lead wipe test must take place prior to installing carpet or removable types of flooring.

PAINTING 099 000

1) Supply and paint each apartment unit and public hall with 1 coat of Benjamin Moore primer and 2 coats of Benjamin Moore interior latex house paint. Kitchens, baths and public halls shall receive 2 coats of semi - gloss enamel. Prepare each wall prior to painting, sand as needed patch all holes.

2) Prepare all exterior siding including window and door trim for painting. Scrape all loose paint and lightly sand edges with a HEPA filter sander. Patch all nail holes and fill all cracks with an exterior wood filler. Supply and paint the body of the structure with 2 coats of Benjamin Moore's or equal name brand oil base paint. Trim shall receive 1 primer coat and 2 finish coats with Benjamin Moore exterior trim paint. All exterior colors shall be selected by HNPP prior to installation.

100 Specialties

POSTAL SPECIALTIES 105 520

MAIL **1) Supply and install a free standing locking Auth weather proof or equal multi-gang mail box, with a rust free metal base. Exact location to be determined in the field.**

End of Section

110 Equipment

1) Install 1 General Electric WWWC9400S commercial washer or equal, to basement location. Provide all supply and waste lines for proper installation. (Owner shall provide appliance)

2) Supply and wire for (1) General Electric Commercial Dryer DDC5400S and (1) General Electric Commercial Washer WWWC9400S Provide and install manufactures recommended dryer vent kit (Owner shall provide appliances).

3) Supply and install (8) gas 30" free standing G.E. or equal standard ranges with poiltless ignition.

4) Supply and install (8) 18 cubic feet G.E. or equal top mounted no-frost refrigerators.

End of Section

MECHANICAL 151 000

PLUMBING and HEATING

1) Supply and install all materials required to rough apartment units as indicated on plans. Supply piping shall be Type L copper for hot and cold water lines. Include shut off valves as required by code. All Multi family units shall have a main shut off which can isolate units independently. All fittings shall be wrought type and connections shall be soldered with 100% lead free solder.

Include all fittings and shut off valves. Piping and fittings shall be approved steel or wrought iron pipe. Pipe must comply with the latest ANSI and Code requirements.

2) The plumbing contractor shall provide new utility services (gas and water) as required. The contractor shall verify load requirements and pipe sizes. He shall coordinate all activities with the local utility companies and the building department. The contractor shall include all excavation, asphalt repairs, street opening permits, traffic control and bonds if required by the municipality.

3) Supply and install American Standard or equal plumbing fixtures, faucets and accessories to each apartment unit. All fixture colors shall be "white" unless items are special ordered. Owner to pay the extra cost.

Toilet - Cadet 1.6 gallon water saver (required by code) and Church seat.

Sink - Single bowl cast iron 4 hole self rimming Custom Line.

Vanity - One piece 30" molded lavatory with 30" oak vanity cabinet with recessed plate glass medicine cabinet

Faucet - Single lever control Delta with spray combination.

Tub - Eljer 5ft. one piece fiberglass (manchester) with Ultima combination shower and bath filler and diverter valve. Ultima pop - up bath waste with overflow.

Bath accessories shall be surface mounted polished chrome as manufactured by American Dispenser or equal. Include paper holder #141 and towel bar #140.

4) Supply and install 8 gas cast iron hot water boilers complete with all piping, fittings, pumps, valves, flue pipe, prefabricated chimney (if required), thermostats, wiring and controls to make boilers operate at manufacturers specifications. The heating contractor shall submit all heat loss calculations to the building department prior to the installation.

5) Supply and install 8 Bradford White or equal gas 40 gallon hot water tanks complete with all piping and accessories to make installation complete.

6) All heating and hot water equipment shall be installed in the basement boiler room. Include a fresh air vent for proper air circulation.

7) Supply and install prefabricated chimneys if required for proper installation of heating and hot water equipment. Location of such chimneys shall be determined in the field. Chimneys must meet or exceed boiler manufactures specifications and comply with all state and local codes and inspections.

8) Supply and install Sterling KOM-PAC hot water fin tube radiation to each apartment unit. The contractor shall include all accessories, trim and dummy board to make installation complete. The contractor shall purge each system to eliminate excess air.

9) Supply and install new PVC drain and waste lines to accommodate new addition and new locations of existing kitchens and bathrooms. Pipe connections and fittings shall be primed with colored primer prior to gluing. Provide cleanouts as required by code. Remove and cart away all obsolete cast iron drains and waste lines.

10) Remove and cart away all old plumbing lines, boilers, and hot water tanks.

11) Supply and install all gas, water and waste pipe required to install 3 commercial washers and dryers.

End of Section

1) Supply and install a new electrical service to dwelling. Service loads shall be designed by the electrical contractor or by a Professional Engineer under his employ. All calculations shall be submitted to the Stamford Building Department prior to the issuance of an electrical permit.

New meter bank, disconnect switches and related equipment shall be Square D or equal. Include an owners meter for public hallways and exterior lighting. Locate meter panels as indicated on plans. or as required by the utility company. Include window A/C circuits (if required by owner and SCDP) and ample space for future expansion.

Service entrance cables, feeders and branch circuits shall conform with State and local code requirements and the N.E.C.

2) Supply and install Ideal or equal circuit panels with pushmatic circuit breakers in each apartment unit. Location of panel to be determined in the field. Include GFI circuits for baths, kitchens and other locations required by code.

3) Supply and install new wiring to each apt. unit, basement, public hall, boiler room and exterior. Wiring may be Romex if allowed by code. Interior boxes for switches and receptacles may be plastic as allowed by code. All exposed exterior wiring shall be run in conduit (galvanized steel or plastic). All exterior mounted boxes shall be Bell or equal cast aluminum weatherproof boxes.

4) Wall switches shall be Leviton quiet type AC 120/277 volt. Handles shall be off white. Receptacles (single and duplex) shall be Leviton 3 wire grounding type, color to be off white. General use face plates shall be Leviton off white.

5) Supply and install Progress lighting fixtures throughout the entire dwelling. The contractor shall submit shop drawings for approval prior to installation.

Kitchen	-	Square Fluorescent
Bath	-	2 bulb incandescent
Bath	-	Toplight Fluorescent recessed medicine cabinet with mirror (Nutone Deluxe or equal)
Basement	-	Porcelain fixtures (4 min.)
Public hall	-	2 bulb incandescent
Apt.Hall	-	2 bulb incandescent
Laundry	-	2 two bulb 4ft fluorescent

All fixtures are minimum standard quality and may be upgraded with SCDP approval. Fixtures shall be fully assembled, including light bulbs and covers. All fixtures must meet or exceed UL requirements.

6) Supply and install exterior lighting to the front, sides and rear of dwelling. Front porch lighting shall be selected by HNPP allow \$70.00 for the purchase of front fixtures. The rear and side lighting shall be Wide-Lite quartz lumitor flood lighting. Entrance shed roofs on south elevation shall have recessed square Halo or equal lighting fixtures.

7) Supply and install all materials required wire all boilers and components

remote emergency shut off switches as required by code. Provide and install Honeywell or equal T87 thermostats and related components to make heating system operational. Low voltage wiring shall be sized to accommodate future expansion for heating and cooling.

8) Supply and install all wiring and devices required to hookup washers and dryers as indicated on plans. Dryers shall be vented to outside in accordance with local code requirements.

9) Supply and install Edwards or equal AC/DC smoke detection throughout the structure as required by code. Public halls shall be wired so that when one detector is activated all hallways are activated.

10) Supply and install Tork or equal maintenance free emergency lighting to all public hallways and basement areas.

11) The Electrical contractor shall provide 2 cable television outlets and 2 telephone outlets per apartment unit. All connections, wiring and devices shall comply with local codes and satisfy utility company requirements.

12) Supply and install a chime and door bell system to each entrance. Include low voltage transformers, deluxe push buttons and 2 note chime. Color to be determined in the field.

13) Supply and install Nutone or equal 30" two bulb, two speed ducted kitchen range hood. Fans shall exhaust to the outside, include all flexible duct work and vents.

14) Supply and install Nutone or equal combination fan/ light 110 cfm bath exhaust to all bathroom locations. Fans shall exhaust to the outside, include all flexible duct work and vents.

End of Section

LEAD ABATEMENT

ABATEMENT

Defective lead-based surfaces requiring abatement shall be abated by either replacement, encapsulation or removal methods. Repainting or use of paper or vinyl wall covering without abating the defective lead-based surface does not constitute compliance with sections 19a-111-1 through 19a-111-11 of the regulations of Connecticut State Agencies. Appropriate worker protection practices shall be followed as specified in worker protection practices shall be followed as specified in section 19a-111-6 of the regulations of Connecticut State Agencies.

- (A) **Replacement of surfaces containing toxic levels of lead** - Old surfaces shall be removed and new surfaces that have no lead-based surfaces shall be installed.

Toxic Level Of Lead - When present in paint offered for sale for use on or in a residential dwelling contains more than six hundredths percent (0.06%) lead by weight as determined by a laboratory analysis, which has proven to be accurate and reliable and approved by the department for lead analysis. When present in a dried paint, plaster or other accessible surface (as defined in the Stamford Health Code chapter 146 - 27.1) in a residential dwelling, contains more than (0.5%) lead by dry weight as measured by atomic absorption spectrophotometry (AAS), graphite furnace atomic absorption spectrophotometry (GFAAS) or inductively coupled plasma atomic emission spectrophotometry (ICPAES) by a laboratory approved by the department for lead analysis, or more than 1.0 milligrams lead per square centimeter of surface as measured on site by an X-ray fluorescence analyzer or other equipment deemed sufficiently accurate and reliable by the commissioner.

- (B) **Encapsulation** - A permanent cover shall be installed over the lead-based surface. Encapsulant materials shall bind to the substrate and not just the surface paint.

- (C) **Removal** - Removal methods include:

- (i) heat based removal using heat guns with temperature not in excess of 700`F to prevent vaporization of lead (open flames shall not be used);
- (ii) chemical removal with caustics or solvent-based chemicals done either on site or components taken off site for removal of the lead-based surfaces;
- (iii) wet scraping by misting the surface and then scraping;

Clean-up - Preliminary clean-up shall be done by HEPA VACUUMING the containment area and carefully removing by polyethylene covering by folding the plastic upon itself to trap all dust. After the polyethylene covering is removed the abatement area shall be HEPA vacuumed and then washed with TSP detergent. Then for final clean-up the abatement area shall be HEPA vacuumed, washed with TSP detergent, and HEPA vacuumed again. To give airborne lead time to settle, the final cleanup should be scheduled to start no sooner than twenty-four (24) hours after active abatement has

ceased. Final clearance testing should be performed using lead in dust testing and GFAAS, AAS or ICP-AES after the final clean-up has been performed but before the removal of the polyethylene sheeting material that isolates the abatement area from the rest of the dwelling and seals off the ventilation.

Waste disposal - Disposal of lead abatement waste and soil must be in compliance with local, state, and federal regulations including sections 22a-209-1, 22a-209-8(c), 22a-449(c)-11, and 22a-449(c)-100 through 22a-449(c)-110 of the regulations of Connecticut State Agencies.

Soil Areas and Potable Water Supply Soil areas and potable water supplies shall be abated when necessary in a site specific manner as detailed in the lead abatement plan and in accordance with the Connecticut Department of Environmental Protection regulations as noted in section 19a-111-4(c)(5) of the regulations of Connecticut State Agencies.

Occupancy - Prior to re-occupancy of the abatement area the lead inspector shall ensure through reinspection that the lead abatement plan has been followed and the following criteria are met.

Every building component upon which removal of lead based surfaces has been performed will be tested using AAS, GFAAS, or ICP-AES technologies. Successful abatement of these components consists of either meeting the testing criteria defined in 19a-111-3(a)(1) through 19a-111-3(a)(3) and local code requirements or by AAS, GFAAS, or ICP-AES analysis of every component abated and determination of a level of lead less than toxic.

Samples of dust shall be taken properly for each room in which abatement occurred and shown to have lead dust levels less than:

- (A) floors - 40 ug/sq.ft. (micrograms per square foot);
- (B) window sills - 250 ug/sq.ft.;
- (C) window wells - 400 ug/sq.ft.

When abatement methods of replacement or encapsulation are used in a limited area and very little dust is expected to be generated then clearance dust monitoring may be less than specified in section 19a-111-4(e)(2) if the alternative dust monitoring is specified in the lead abatement plan.

Samples of water will be taken for conformance with state potable water standards,

Letter of Compliance - After lead abatement has been completed in a dwelling unit according to the lead abatement plan and dust levels have been found to be in compliance with section 19a-111-4(e)(2) of the regulations of Connecticut State Agencies the lead inspector shall issue a letter of compliance within five (5) working days for that dwelling unit stating that the lead inspector has found the dwelling unit free of lead hazards. Intact lead-based surfaces management plan must be followed to assure compliance with sections 19a-111-1 through 19a-111-11 of the regulations of Connecticut State Agencies.

Worker Protection

- (a) **Health Monitoring** - The employer shall provide medical examination and

monitoring for lead abatement workers.

- (1) **Information to physicians** - The employer shall instruct any examining physician to:
 - (A) not reveal to the employer any findings unrelated to a worker's occupational exposure to lead;
 - (B) Advise the worker of any medical condition, occupational or nonoccupational, which dictates further medical examination or treatment;
 - (C) provide the worker with a clear warning of the reproductive and other health hazards of exposure to high levels of lead.

Personal protective equipment and precautions

- (1) The employer shall ensure that all lead abatement workers wear work clothing and protective equipment during the lead abatement procedure. Such clothing shall include but not necessarily be limited to:
 - (A) When caustic paste is not used as a deleading agent -
 - (i) coveralls or similar full body covering,
 - (ii) shoe covers,
 - (iii) gloves,
 - (iv) hats,
 - (v) face shields, vented goggles or other eye protection equipment:
 - (B) or, when caustic paste is used as a deleading agent -
 - (i) full-body overalls impervious to caustic substances,
 - (ii) gloves impervious to caustic substances,
 - (iii) gloves extenders,
 - (iv) face shield when workers are applying or removing any caustic substance at or above face level,
 - (v) appropriate boot or shoe covers;
 - (C) respirators approved by the National Institute of Occupational Safety and Health (NIOSH) and the U. S. Department of Labor Mine Safety and Health Administration (MSHA) selected according to the type of abatement process as listed below (or, air monitoring may be used according to OSHA lead standard (29 CFR 1910.1025) to demonstrate which form of respiratory protection is appropriate) -
 - (i) for use while vacuum sanding with HEPA filter, scraping and with heat guns - powered air-purifying respirator with

high efficiency filters, or the half mask supplied-air respirator operated in the positive-pressure mode;

- (ii) for use with caustic materials or during abatement involving replacement - half-mask, air-purifying respirator equipped with high efficiency filters;
- (iii) for use with a chemical preparation (for example, a solvent) in conjunction with a mechanical or powered technique - an additional cartridge, appropriate to the exposure, unless a supplied-air respirator is used. Any additional cartridge must meet the requirements of the OSHA/MSHA certification for contaminants appropriate to the exposure.

Absence of non-workers during abatement

- (a) **Residents** - Residents shall not occupy a room or work area where on-site lead paint abatement is occurring. The lead work areas where lead abatement is occurring must be sealed from the remainder of the dwelling according to section 19a-111-4 of the regulations of Connecticut State Agencies.
- (b) **Work area** - No person shall enter or remain in a work area at any time during a lead abatement project which involves the on-site removal of lead paint, except for the lead abatement contractor and lead abatement workers, federal, state, and local enforcement officials and their designees, lead inspectors, and the property owner or the owner's designee.
 - (1) Persons not listed above may enter the work area only after the lead inspector determines that the lead abatement project has been completed in accordance with sections 19a-111-1 through 19a-111-11 of the regulations of Connecticut State Agencies.
 - (2) All persons present in a work area during a lead abatement project which involves the removal of lead paint shall wear protective equipment as listed in section 19a-111-6(d) of regulations of Connecticut State Agencies.

Post abatement inspection

- (1) **Reinspection:** All areas where abatement has been completed in accordance with the abatement plan mandated in section 19a-111-4(a) of the regulations of the Connecticut State Agencies shall be reinspected by the code enforcement agency within ten (10) working days after notification has been received from the owner that lead abatement has been completed. The inspection shall ascertain whether the defective lead based paint has been properly abated. A lead abatement project shall be considered complete when all defective lead based paint has been abated, there is no visible residue in the work area, and the level of lead has been reduced in the abatement area to below the toxic level of lead as determined by the use of lead in dust sampling in the abatement area. A copy of the post abatement inspection report shall be sent by certified mail or had delivered to the owner of the residential property, the local director of health and the commissioner within two (2) working days after the reinspection is completed.

- (2) **Lead in dust sampling:** Wipe sampling procedure - The standard sample size in this technique is one square foot, which is obtained with a plastic template or measuring device according to the following formula: length in inches times width in inches divided by 144 equals the fraction or multiple of one procedure. A pre-moistened wipe or towelette is placed flat on the surface to be sampled. The wipe is rubbed in an "S" pattern over the entire measured area. The wipe is then folded in half and rubbed once over the surface again at a 90 degree angle to the first series of wipes. Finally, the wipe is folded and placed in a marked tube or plastic bag for laboratory determination of lead via AAS, GFAAS, or ICP-AES. A minimum of 2 unused wipes or 1 wipe for every 20 used, whichever number is greater, is submitted to the laboratory as a blank.

Conflict of interest - The lead inspector or the lead abatement contractor shall not be an owner for any property which the lead inspector issues a lead inspection report.

Air Monitoring- Upon completion of lead removal, the owner shall hire and the contractor pay for, an independent testing laboratory approved by the State of Connecticut and the Stamford Health Department. The laboratory shall conduct air sampling for airborne lead concentrations levels. The results of air sampling shall be evaluated by the Stamford Health Department and comply with OSHA Standards for safe lead concentration levels for trades workers.

OWNERS VERIFICATION

The preceding scope of work has been read carefully, it is fully understood and its content is complete. I understand that future revisions can be made only for unforeseen circumstances. Such revisions may alter the content of this scope of work, resulting in a price change for the work required by the contractor.

OWNER: _____

DATE: _____

OWNER: _____

DATE: _____

CONTRACTOR'S VERIFICATION

The preceding scope of work and plans, have been reviewed and I fully understand their content. I will submit a bid and perform all work as instructed by this bid package. I understand that any change to this scope of work must be directed by SCDP and fully executed by all parties.

CONTRACTOR: _____

DATE: _____

SCDP APPROVAL

CONSTRUCTION SPECIALIST: _____

DATE: _____

HOUSING DEVELOPMENT MGR: _____

DATE: _____

HEALTH DEPARTMENT APPROVAL

LEAD INSPECTOR: _____

DATE: _____

CODE ENFORCEMENT
DIRECTOR: _____

DATE: _____

HISTORIC NEIGHBORHOOD PRESERVATION

DIRECTOR: _____

DATE: _____

Downpayment Assistance Loan Program Stamford Community Development Office

Program Year	Total Loans	Very Low Income	Low Income	Black	Hispanic	White	Asian	Average Price	Low Range	High Range
2007-2008****	24	18	6	13	3	8	0	\$199,223	\$79,937	\$274,000
2006-2007****	13	8	5	6	2	5	0	\$240,551	\$210,500	\$266,667
2005-2006***	21	13	8	9	8	1	3	\$193,176	\$79,687	\$400,500
2004-2005**	26	10	16	20	3	3	0	\$180,873	\$122,500	\$245,000
2003-2004	24	5	19	14	6	3	1	\$203,685	\$139,000	\$280,000
2002-2003	10	7	3	4	1	4	1	\$168,990	\$98,000	\$277,000
2001-2002	3	2	1	1	2	0	0	\$150,667	\$125,000	\$180,000
2000-2001	13	13	0	7	4	1	1	\$124,655	\$80,000	\$180,000
1999-2000	13	9	4	6	3	3	1	\$114,470	\$75,260	\$182,500
1998-1999	14	10	4	7	2	4	1	\$105,198	\$57,000	\$118,000
1997-1998*	11	4	3	7	0	0	0	\$104,686	\$84,800	\$140,000
TOTALS	172	99	69	94	34	32	8	\$171,112	\$57,000	\$400,500
Percent	100%	58%	40%	55%	20%	19%	5%			

\$29,431,196 Aggregate Price

***** Average price includes 23 condos sold below market - inclusionary zoning and HOPE 6

**** Average Price includes 11 condos sold below market - inclusionary zoning and HOPE 6

*** Average Price includes 18 condos sold below market - inclusionary zoning

** Average Price includes 17 units that received development subsidies

* Program began in late Summer 1997

HOME DOWNPAYMENT LOAN AGREEMENT

This Agreement, entered into this «M_CUST07FV» «M_CUST09FV», «M_CUST08FV» by and between «Borrower_First_Name_36» «Borrower_Last_Name_37» and «Co_Borrower_First_Name_68» «Co_Borrower_Last_Name_69», hereinafter referred to as the Borrower and the CITY OF STAMFORD acting herein by the STAMFORD COMMUNITY DEVELOPMENT PROGRAM, an agency of said City of Stamford, with their principal offices located at 888 Washington Boulevard, in said City of Stamford, hereinafter collectively referred to as “SCDP.”

W I T N E S S E T H:

WHEREAS, Borrower has entered into a contract to purchase certain real property, known and designated as «Subject_Property_Address_11», in said City of Stamford, Connecticut, for the sum of \$«Subject_Property_Purchase_Price_136» which property is more particularly described in Schedule A, attached hereto, and is hereinafter referred to as the “Property”, and

WHEREAS, «M_1264», (hereinafter referred to as “Private Lender”) has agreed to loan to the Borrower the sum of «M_CUST16FV» hereinafter referred to as the “First Mortgage Loan”, and

WHEREAS, the Borrower has secured a second mortgage loan from the Housing Development Fund, Inc. (HDF) Smart Move Program in the sum of «M_CUST22FV» for down payment assistance, and

WHEREAS, the Borrower has applied to HDF for a HOME Downpayment Loan in the amount of «M_CUST01FV» (\$«Loan_Amount_1109») from the City of Stamford under the provisions of the HOME Investment Partnerships Program and applicable federal regulations 24 CFR Part 92 hereinafter referred to as the “HOME Program,” and

WHEREAS, the Borrower has also secured a fourth mortgage loan from the Housing Authority of the City of Stamford in the sum of «M_CUST21FV» for down payment, and

WHEREAS, the Borrower has also secured a fifth mortgage loan from the Housing Development Fund, Inc. in the sum of «M_CUST19FV» for down payment and closing costs, and

WHEREAS, the Borrower has also secured a grant from the State of Connecticut Department of Economic and Community Development in the sum of \$«M_CUST20FV» for downpayment assistance, and

WHEREAS, the Borrower has also secured a grant from «M_1264» (“Private Lender”) in the sum of \$3,000.00 for closing costs, and

WHEREAS, the Borrower will provide \$«M_141» of «M_CUST12FV» own funds, as payment of the balance of the purchase price plus all additional funds required for closing costs.

NOW, THEREFORE, in consideration of the covenants and promises contained herein, it is mutually agreed by and between the parties as follows:

1. SCDP agrees to loan, to Borrower, the sum of «M_CUST01FV» (\$«Loan_Amount_1109»), herein after referred to as the “HOME Loan” to be secured by a third mortgage, subject only to a first mortgage, to the Private Lender, in the amount of «M_CUST16FV», and a second mortgage, to the Housing Development Fund, Inc., in the amount of «M_CUST22FV» .

2. This Agreement is subject to the Borrower obtaining title, in fee simple, to said Property free and clear of all encumbrances, except for the aforesaid first mortgage on or before **EXPIRATION DATE OF FIRST MORTGAGE.**

3. SCDP shall not be obligated to make said HOME Loan if the Borrower fails to obtain said Mortgage Loan(s) indicated above.

4. The term of the HOME Loan shall be for thirty (30) years from the date of closing of title of said Property, at which time the principal amount shall be due and payable, unless the Borrower defaults on the terms and conditions of this Loan Agreement, Note, or Mortgage securing same, or resells, refinances, or transfers title in a manner inconsistent with the applicable provisions of the HOME Program pertaining to such events, Note, Mortgage, or this Loan Agreement, in which case the entire principal amount shall become immediately due and payable.

5. No interest shall be charged on this HOME Loan except in the event of default, which shall accrue at the rate of ten (10%) percent per annum from the date of default until the date of repayment of the principal amount plus accrued interest and there shall be no amortization of the principal required during the term of the loan.

6. The aforesaid loan shall be evidenced by Note secured by a third mortgage on said Property. A copy of said Note and Mortgage marked Schedule "B" is attached hereto.

7. The HOME Loan funds will be advanced by SCDP to the Borrower at the closing of title.

8. The closing of this loan is subject to:

- a. Approval of title and documents by the Borrower's counsel, at the expense of the Borrower, which documents must be also be reviewed and approved by Counsel for SCDP.
- b. Payment of all outstanding taxes, assessments, permit fees or other charges currently due to the City of Stamford.
- c. Evidence of fire and casualty, public liability, and all other necessary insurance coverage, at the expense of the Borrower. The fire and casualty insurance will be in the amount adequate to protect the interest of the City

of Stamford. The Certificate of Insurance must name the City of Stamford and the Stamford Community Development Program, as mortgagee and loss payee.

- d. A title insurance policy, provided at the expense of Borrower, insuring said mortgage as a good and valid lien, subject only to the first mortgage to the Private Lender and a second mortgage to HDF.

9. The Borrower agrees that «M_CUST14FV» shall comply with all of the terms and conditions of this Loan Agreement and the HOME Program Rules and Regulations and shall:

- a) Continuously comply with all applicable building, fire, licensing, health, sanitation, historic preservation, environmental protection, rent control, land-use, subdivision and zoning ordinances and regulations promulgated by any national, state or local governmental body, agency or division having jurisdiction over the Property, and all restrictions or other encumbrances affecting title to the Property.
- b) Comply with all of its obligations and provisions contained under the First Mortgage Note and Mortgage; this Loan Agreement, the HOME Loan Note and the Mortgage securing same; and any other agreements or instruments to which the Borrower is a party and which relate to said Property. The Borrower shall provide to SCDP copies of any notices received by it from the holders of the First Mortgage Loan relative to any default or delinquency under the said mortgage. Borrower shall immediately inform SCDP of any change in the status any prior Mortgage Loan. The Borrower shall not increase the amount of, amend, terminate,

renew, extend or refinance any prior Mortgage Loan, without the prior written consent of SCDP.

- c) Indemnify and hold SCDP harmless from any and all liability, loss, damage and expense, including attorney's fees, which SCDP may or shall incur in connection with these loans or the Loan Documents or by reason of any good faith action taken by the SCDP in relation thereto.
- d) Use loan proceeds solely for the purchase of said Property and ensure that the proceeds of this loan will not be reloaned or assigned to any party and will not be used for any purpose prohibited by the Loan Documents or the HOME Program regulations.

10. The Borrower shall not discriminate on the basis of race, creed, color, sex, age, handicap, marital status, sexual preference, national origin or any other basis prohibited by law in the use and occupancy of the Property or in the future re-sale of the Property.

11. The Borrower may not sell, transfer or exchange all or any portion of the Property without the SCDP's prior written consent or repayment of the principal balance of the loan.

12. The Borrower shall not demolish any part of the Property or substantially subtract from the Property except in conjunction with renovation or rehabilitation, subject to the prior written consent of SCDP which consent will not be unreasonably withheld. The Borrower shall exclusively use the Property as the principal residence of the Borrower and the Borrower's household.

13. The Borrower represents, warrants and agrees that if the Property, or any part thereof, shall be damaged or destroyed, the Borrower will use his best efforts to repair and restore the Property to substantially the same condition as existed prior to the event causing such

damage or destruction, and the Borrower represents, warrants and agrees that the Property shall thereafter continue to be used in accordance with the terms of this Loan Agreement.

14. Any use of the Property or activity thereon which is inconsistent with the foregoing provisions and all applicable federal laws and regulations described in 24 CFR Part 92.350 (equal opportunity and fair housing), Part 92.351 (affirmative marketing), Part 92.353 (displacement, relocation, and acquisition), Part 92.355 (lead-based paint), Part 92.356 (conflict of interest) and part 92.358 (Flood insurance), is expressly prohibited.

15. The rights hereby granted shall include the right of SCDP to enforce this Agreement through appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to its condition prior to any such violation (it being agreed that the SCDP will have no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to the SCDP. Borrower covenants and agrees to reimburse SCDP all reasonable costs and expenses (including, without limitation, reasonable counsel fees) incurred in enforcing this Loan Agreement or in taking reasonable measures to cure any violation of same.

16. Any forbearance by the SCDP with respect to any of the terms and conditions of this Loan Agreement in no way constitutes a waiver of any of SCDP's rights or privileges granted hereunder.

17. In the event of default of any of the terms and conditions of this Loan Agreement, Note, or Mortgage securing same, or any prior Agreement between the Borrower and or any other lending institution, then, in that event, the entire principal amount of this Loan shall become immediately due and payable without the necessity of demand from SCDP.

The Borrower shall be deemed to be in default under this Loan Agreement upon the

occurrence of any one or more of the following events:

- a) The Borrower assigns this Agreement or any money advanced hereunder or any interest herein or if the Mortgaged Property is sold, conveyed, assigned, leased, or otherwise transferred, without the prior written consent of the SCDP.
- b) Any representation or warranty made herein or in any report, certificate, financial statement or other instrument furnished in connection with this Agreement or the Loan Documents shall prove to be false in any material respect.
- c) The Borrower fails to pay the principal of, or fees or interest on, the loan from the Private Lender or other secured indebtedness of the Borrower after the same shall become due and payable and such failure continues beyond any applicable grace period.
- d) The Borrower defaults in the due observance or performance of any other covenant, condition or agreement to be observed or performed by Borrower pursuant to the terms of the Loan Documents and the continuance of such default for thirty (30) days after written notice thereof from the SCDP to the Borrower provided, however, that if the curing of such default cannot be accomplished with due diligence within said period of thirty (30) days then the Borrower shall have such additional reasonable period of time to cure such default as may be necessary provided the Borrower shall have commenced to cure such default within said period, such cure shall have been diligently prosecuted by the Borrower thereafter to completion and SCDP does not reasonably deem the mortgaged

property jeopardized by such further delay;

- e) The Borrower shall (i) apply for or consent to the appointment of a receiver, trustee or liquidator of it or any of its property, (ii) admit in writing its inability to pay its debts as they mature, (iii) make a general assessment for the benefit of creditors, or (iv) be adjudicated a bankrupt or insolvent (however such insolvency may be evidenced);
- f) Any proceeding involving the Borrower is commenced by or against the same under any bankruptcy or reorganization arrangement, probate, insolvency, readjustment of debt, dissolution or liquidation law of the United States, or any state, but if such proceedings are instituted no Event of Default shall be deemed to have occurred hereunder unless the Borrower either approves, consents to, or acquiesces in such proceedings, or such proceedings are not dismissed within sixty (60) days.
- g) An order, judgment or decree is entered, without the application, approval or consent of the Borrower, by any court of competent jurisdiction approving a petition seeking reorganization or approving the appointment of a receiver, trustee or liquidator of the Borrower or all or a substantial part of its assets, and such order, judgment or decree shall continue unstayed and in effect for a period of sixty (60) days.
- h) Any change in the interest of the Borrower in the Property.
- i) Any judgment, writ of attachment, or any similar process (in an amount exceeding \$20,000, or, if more than one action, when added together all such actions exceed \$20,000) is issued or filed against the Borrower or against property or assets of the same, and is not released, bonded or

stayed within sixty (60) days;

- j) Any default on the part of the Borrower, continuing beyond any applicable grace period, in the due observance or performance of any other covenant, condition or agreement to be observed or performed pursuant to the First Mortgage Note, or any documents or instruments now or hereafter existing entered into by the Borrower.

18. Upon the occurrence of any one or more of the events of default enumerated above, then:

- a) SCDP may declare the Note and any and all other indebtedness of the Borrower to the SCDP immediately be due and payable, both as to principal and interest, without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived by the Borrower.
- b) For the purposes of carrying out the provisions and exercising the rights, powers and privileges granted by this Loan Agreement, the Borrower hereby irrevocably constitutes and appoints SCDP its true and lawful attorney-in-fact, with full power of substitution, to execute, acknowledge and deliver any instruments and do and perform any acts which are referred to herein, in the name and on behalf of the Borrower. The power vested in said attorney-in-fact is, and shall be deemed to be coupled with an interest and irrevocable.
- c) Upon the occurrence of any of said events of default, the rights, powers and privileges provided in this Loan Agreement and all other remedies available to SCDP under this Agreement or under any of the Loan Documents or at law or in equity, may be exercised by SCDP, including

but not limited to the commencement of foreclosure of proceedings under the Mortgage and the right to cure Borrower's defaults as more fully set forth in this Loan Agreement. Failure of SCDP to exercise any rights or remedies at any time shall not constitute a waiver of any of its rights or remedies.

19. Any notice, request, instruction or other document to be given hereunder to either party by the other shall be in writing and delivered personally or sent by certified or registered mail, postage prepaid, to the addresses set forth in this Agreement. Either party may change the address to which notices are to be sent to it by giving written notice of such change of address to the other party in the manner herein provided for giving notice. Any such notice, request, instruction or other document shall be conclusively deemed to have been received and be effective on the day on which personally delivered or, if sent by certified or registered mail, on the day on which mailed.

20. The Loan Documents shall be construed in accordance with and governed by the laws of Connecticut.

21. No modification or waiver of any provision of the Loan Documents, nor consent to any departure by the Borrower therefrom shall in any event be effective unless the same shall be in writing, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No failure or delay on the part of SCDP in exercising any right, power or privilege hereunder or under the Note or the Loan Documents shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

22. This Agreement and all covenants, agreements, representations and warranties made herein shall survive the execution and delivery of the Loan Documents to SCDP and shall

continue in full force and effect so long as the Note is outstanding and unpaid. This Agreement shall inure to the benefit of and be binding on the successors and assigns of SCDP and the permitted successors and assigns of the Borrower.

23. All Exhibits referred to in this Agreement are fully incorporated herein.

24. The Borrower hereby represents that all of the information submitted to the SCDP with regard to the application and supporting documentation for the subject loan and all of the representations of the Borrower contained herein are true and correct to the best of the Borrower's knowledge and belief. The source of funding for this loan is the Federal HOME Investment Partnerships Program, which is administered through the U.S. Department of Housing and Urban Development. Title 18, Section 1001 of the United States Code, states that a person who knowingly and willingly makes false or fraudulent statements to any department or agency of the United States is guilty of a felony.

25. In accordance with Section 92.356 of the federal regulations for the HOME Program, no person who is an employee, agent, consultant, officer, elected official, or appointed official of the City of Stamford or of HDF, who exercises or have exercised any functions or responsibilities with respect to the administration of the HOME LOAN Program, or who are in a position to participate in a decision-making process or gain inside information with regard to the HOME LOAN Program, may obtain a financial interest or benefit from this Agreement, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure and for one year thereafter.

[Space Below This Line]

IN WITNESS WHEREOF, SCDP and the Borrower have each duly executed, or caused to be duly executed, this Agreement under seal in duplicate, in the name and behalf of each of then acting individually as of the day and year first above written.

WITNESSES:

BORROWER

«Borrower_Last_Name_37»

«Borrower_First_Name_36»

BORROWER

«Co_Borrower_Last_Name_69»

«Co_Borrower_First_Name_68»

CITY OF STAMFORD

By: _____

Dannel P. Malloy
Its Mayor
Hereunto Duly Authorized

STAMFORD COMMUNITY
DEVELOPMENT PROGRAM

By: _____

Timothy R. Beeble
Its Director
Hereunto Duly Authorized

APPROVED:

Block No.

MORTGAGE

THIS MORTGAGE is made this «M_CUST07FV» «M_CUST09FV» , «M_CUST08FV» between «Borrower_First_Name_36» «Borrower_Last_Name_37» and «Co_Borrower_First_Name_68» «Co_Borrower_Last_Name_69» (herein referred to as the Grantor) of Stamford, Connecticut and the CITY OF STAMFORD acting herein by the STAMFORD COMMUNITY DEVELOPMENT PROGRAM, an agency of said CITY OF STAMFORD, (herein referred to as the Grantee), with its principal office located at 888 Washington Boulevard, Stamford, Connecticut 06904.

Grantor is indebted to Grantee in the principal sum of «M_CUST01FV» (\$«Loan_Amount_1109») (herein referred to as the "Loan") which indebtedness is evidenced by Grantor's Mortgage Note ("Note") of even date herewith, with final maturity date thirty (30) years from the date first above written thereon.

TO SECURE to Grantee the repayment under the Note and the performance of the covenants and agreements of Grantor contained in this Mortgage, Grantor does hereby give, grant, confirm, sell and convey to Grantee, with MORTGAGE COVENANTS, the certain real property known and designated as «Subject_Property_Address_11», Stamford, Connecticut, more particularly described on Schedule A, which is attached hereto, hereinafter referred to as the Property.

TOGETHER with all the buildings and improvements now or hereafter erected on such real property, and all fixtures, easements, rights, licenses, appurtenances and rents, all of which shall be deemed to be and remain a part of the Property.

Grantor is lawfully seized of the estate hereby conveyed and has the right to Mortgage, grant and convey the Property, and that the Property is unencumbered, except for that certain First Mortgage in the amount of «M_CUST16FV» and certain Second Mortgage in the amount of «M_CUST22FV». Grantor warrants and covenants to defend the title to the Property against all claims and demands, subject to encumbrances of record. Grantor warrants that all financial and other information provided by Grantor to Grantee to induce Grantee to make the Loan was true and accurate as of the date provided and remains true and accurate as of the date hereof.

Covenants

Grantor covenants and agrees as follows:

1. Repayment: The Grantor shall repay to the Grantee an amount as calculated under said Note thirty (30) years from the date first above written thereon unless the Grantor defaults on the terms and conditions of this Loan Agreement, Note, or Mortgage securing same, or resells, refinances, or transfers title in a manner inconsistent with the applicable provisions of the federal HOME Investment Partnerships Program regulations pertaining to such events, Note, Mortgage, or this Loan Agreement, in which case the entire principal amount shall become immediately due and payable.
2. Prior Mortgages; Charges and Liens: Grantor shall perform all of his obligations under the First Mortgage and shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage.
3. Hazard Insurance: Grantor shall insure all improvements now existing or hereafter erected on the Property against loss by fire, hazards included within the term "extended coverage," and such other hazards as Grantee may require and in such amounts and for such periods as Grantee may require, subject to the terms and conditions of the First Mortgage. All insurance policies and renewals thereof, shall include a standard mortgage clause naming the Grantee as Mortgagee and Loss Payee. Grantee shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage or other security agreement with a lien which has priority over this Mortgage. In the event of loss, Grantor shall give prompt notice to the insurance carrier and to Grantee.
4. Preservation and Maintenance of Property; Owner Occupied: Grantor shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property. If this Mortgage is on a unit in a condominium, Grantor shall perform all of Grantor's obligations under the declaration or covenants creating or governing the condominium, the by-laws and regulations of the condominium, and constituent documents. Grantor shall not use the Property for other than his principal residence during the term of the Note. Leasing of the Property shall not be permitted without the prior written consent of the Grantee, which consent may be granted or withheld in the Grantee's sole discretion.
5. Protection of Grantee's Security: If Grantor fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Grantee's interest in the Property, then Grantee, at its option, upon notice to Grantor, may expend such sums, including reasonable attorneys' fees, and take such actions as are necessary to protect Grantee's interest, and any expenses so incurred by Grantee shall be secured by this Mortgage.
6. Condemnation: The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation are hereby assigned and shall be paid to Grantee, subject to the terms and conditions of the First Mortgage.
7. Grantor Not Released; Forbearance By Grantee Not a Waiver: Extension of the

time for payment or modification of the conditions of the terms for payment of the sums secured by this Mortgage granted by Grantee, to any successor in interest of Grantor, shall not operate to release, in any manner, the liability of the original Grantor and Grantor's successors in interest. Grantee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Grantor and Grantor's successors in interest. Any forbearance by Grantee in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver or preclude the exercise of any such right or remedy.

8. Successors and Assigns bound; Joint and Several Liability, and Co-signers: The Grantor's interest under the Note and this Mortgage may not be transferred, assigned, or assumed without the written consent of Grantee. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Grantee and Grantor. All covenants and agreements of Grantor shall be joint and several.

9. Notice: Except for any notice required under applicable law to be given in another manner, (a) any notice to Grantor provided for in this Mortgage shall be given by delivering or by mailing such notice by certified mail addressed to Grantor at the Property Address, and (b) any notice to Grantee shall be given by hand-delivery or certified mail to Grantee's address stated herein or to such other address Grantee may designate by notice to Grantor as provided herein. Any notice provided for in this mortgage shall be deemed to have been given to Grantor or Grantee when given in the manner designated herein.

10. Governing Law; Severability: This Mortgage shall be governed by the laws of the State of Connecticut. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any revision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorney's fees" include all sums to the extent not prohibited by applicable law or limited herein.

11. Breach; Remedies: Subject to the terms and conditions of the First Mortgage, upon Grantor's breach or any covenant or agreement of Grantor contained in the Note or this Mortgage, Grantee, shall give notice to Grantor as provided in Paragraph 9 hereof specifying; (a) the breach; (b) the action required to cure such breach; (c) a date, not less than 10 days from the date the notice is mailed to Grantor, by which such breach must be cured; and (d) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage. The notice shall further inform Grantor of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Grantor to acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Grantor of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Grantor to acceleration and sale.

If the breach is not cured on or before the date specified in the notice, Grantee, at its

PROMISSORY NOTE

\$20,000

«M_CUST07FV»

«M_CUST09FV», «M_CUST08FV»

WHEREAS, the Mortgage Loan evidenced by this Note is being made pursuant to the HOME Investment Partnerships Program and the regulations issued thereunder (24#CFR Part 92);

FOR VALUE RECEIVED, «Borrower_First_Name_36» «Borrower_Last_Name_37» and «Co_Borrower_First_Name_68» «Co_Borrower_Last_Name_69» (hereinafter referred to as the “Borrower”), promise to pay to the order of the CITY OF STAMFORD acting herein by the STAMFORD COMMUNITY DEVELOPMENT PROGRAM (herein collectively referred to as the “Holder”), at its office located at 888 Washington Boulevard , Stamford, Connecticut 06904 or such other location as it may hereinafter designate in writing, the principal sum of «M_CUST01FV» (\$«Loan_Amount_1109») (hereinafter referred to as the “HOME Loan”), as hereinafter provided, together with all taxes levied or assessed on said sum against Borrower, all costs of collection, including reasonable attorneys’ fees incurred in any action to collect this Mortgage Note or to foreclose the Mortgage securing same, all taxes, assessments or insurance premiums upon property securing this Note, and all charges incurred in connection with any action in which it becomes necessary for the Holder of this Mortgage Note to defend or uphold the lien of such Mortgage or security interest, in accordance with the terms and conditions set forth below.

This loan is being made by the Holder to the Borrower for the exclusive purpose of acquiring the Property known as «Subject_Property_Address_11», in Stamford, Connecticut, hereinafter referred to as the “Property”) which shall be occupied by the Borrower as their principal residence.

A. Principal: The principal amount of the HOME Loan shall be \$«Loan_Amount_1109».

B. Interest: The HOME Loan’s Principal shall bear zero percent (0%) interest, except in the event of default which shall accrue at a rate of ten (10%) percent per annum from the date of default until the date that the principal amount plus accrual interest is paid.

C. Term: The term of the HOME Loan’s Principal shall be thirty years (30) commencing from the date hereof.

D. Loan Disbursement: No disbursement of the HOME Loan shall be made until Borrower has furnished Holder with the following:

- 1) An ALTA policy for mortgage title insurance, in the full amount of the HOME Loan, insuring that Holder will be the holder of a second lien on the hereinafter described security, free of encumbrances and other exceptions to title other than those approved in advance by the Holder, and

not subordinated to any interest except the First Mortgage Loan in the amount of «M_CUST16FV» and a Second Mortgage Loan in the amount of «M_CUST22FV».

- 2) A Fire Insurance policy or policies, and Flood Insurance policy or policies as may be required in the Mortgage Deed, duly endorsed to indicate the Holder as an insured Mortgagee;
 - 3) Evidence that the Seller and tenants, if any, received the required notices in compliance with the Uniform Relocation and Acquisition Act; and
 - 4) A copy of a certified appraisal supporting the purchase price which is less than the applicable mortgage limits set under the 203(B) FHA Mortgage Insurance Program.
- E. Security: The HOME Loan shall be secured by a Mortgage Deed of even date herewith in favor of the Holder, upon all land, appurtenances, improvements, buildings, plants, fixtures, equipment and other assets of the Borrower comprising the Property. The security position of the Holder is subject to the First Mortgage in an amount not to exceed «M_CUST16FV» and a Second Mortgage in the amount of «M_CUST22FV».
- F. Non-Recourse: In accordance with Section 92.254 of the federal regulations for the HOME Program, the debt evidenced by this Note is a non-recourse loan secured by a mortgage on said Property.
- G. Right of First Refusal: In the event that the Borrower proposes to sell said Property at a price that is less than the outstanding balance owned on the HOME loan and any superior liens plus closing costs, the Borrower shall notify the Holder in writing and shall grant the Holder an assignable Right of First Refusal to purchase said Property at said price. The aforesaid notice shall include a copy of the written offer to purchase said Property. The Borrower shall grant the Holder and assignee the right of inspections of said Property. The Holder shall have thirty (30) days from the date of said Notice in which to notify the Borrower of its intent to exercise said assignable Right of First Refusal. Thereafter, the Holder, or its assignee, shall have ninety (90) days in which to consummate the purchase of said Property.
- H. Sale/Refinancing: In the event the Borrower sells, transfers (except to spouse), refinances (except to obtain a lower interest rate for the remaining principal balance), becomes insolvent, or be declared bankrupt, or should there be a foreclosure or other disposition of the Premises, the Borrower (or any subsequent purchaser or successor in interest) shall immediately repay the HOME Loan.
- I. Connecticut Law: The Note shall be governed and construed in accordance with

the laws of the State of Connecticut.

- J. Default: Any of the following occurrences shall constitute a default under this Mortgage Note, and the outstanding balance of the HOME Loan, together with accrued interest and charges, thereon, shall at the option of the Holder be due and payable in full:
- 1) The Borrower is in default of any prior mortgage/or any other mortgage loans having priority over the Mortgage Deed and Mortgage Note.
 - 2) The HOME Loan is utilized for purposes which violate the provisions set forth in 24 CFR Part 92.
 - 3) The Borrower fails to maintain adequate insurances in accordance with the Mortgage Deed and/or fails to pay all property taxes when due.
 - 4) The Borrower fails to provide the Holder with any and all documentation as required by HUD.
 - 5) The Borrower fails to comply with the program guidelines under which the HOME Loan was given and/or it is determined that any statement the Borrower made in applying for this HOME Loan was not true.
 - 6) The Borrower fails to maintain the Property in compliance with the housing quality standards in 24 CFR Part 882 Section 882.109; and applicable local ordinances, codes, and rehabilitation standards.
 - 7) The Borrower fails to comply with any term, condition, covenant or agreement set forth in this Mortgage Note, Mortgage Deed, or HOME Loan Agreement, entered in by the parties, which is hereby incorporated by reference and made a part hereof.
- K. As to this Mortgage Note and Mortgage Deed securing the same, Borrower and all endorsers severally waive presentment, notice of protest, demand, dishonor and nonpayment, and expressly agree that the maturity of this Mortgage Note, including any payment thereunder, may be extended from time to time without in any way affecting the liability of the undersigned or said endorsers.
- L. If more than one person signs this Mortgage Note, each is fully and personally obligated to keep all of the promises made in this Mortgage Note, including the promise to pay the full amount owed. The Holder may enforce its rights under this Mortgage Note against each person individually or against all persons together. This means that any one person may be required to pay all of the amounts owed under this Mortgage Note.
- M. The Borrower acknowledges that he has received a copy of this Mortgage Note

and a copy of said Mortgage Deed.

- N. This loan is secured by a third mortgage on Property located in Stamford, Connecticut.

IN WITNESS WHEREOF, the Borrower has hereunto set «M_CUST12FV» hand and seal this _____ day of _____, 2008.

WITNESS:

«Borrower_Last_Name_37»

«Borrower_First_Name_36»

«Co_Borrower_Last_Name_69»

«Co_Borrower_First_Name_68»

Neighborhood Stabilization Program - Community Development Block Grant Agreement Master

Substitute the following using replace under the file menu:

xx = **amount** preceding agreement (do not use \$ sign)

yt = contract number in Yr.

AZYZ = the **amount** of the contract in numbers (do not use \$ sign.)

AZZY = the **amount** of the contract in words (do not insert term DOLLAR)

ZAZY = the date of the contract by month,

SAYZ = the **name** of the AGENCY in capitals

LAYZ = the **business address** of the AGENCY

MAYZ = the **name** of the person executing the agreement on behalf of Agency

OAYZ = the **title** of the person accepting payment on behalf of the Agency in

capitals

YAYZ = the **name** of the Board Chair or President authorized to request payment

XAYZ = the **person** responsible for implementing the program

PAYZ = the **title** of the person responsible for implementing the program

RAYZ = the name of the person **authorized to sign** the agreement (not in

capitals)

QAYZ= the **title** of the person authorized to sign the agreement (not in capitals)

When finished, delete this page.

DRAFT

SCDP FISCAL YEAR: _

SCDP ACCOUNT NO.: _____
\$ xx

STAMFORD COMMUNITY DEVELOPMENT PROGRAM (SCDP)

AGREEMENT made this _____ day of ZAZY, 2009 and between the STAMFORD COMMUNITY DEVELOPMENT PROGRAM, acting herein by TIMOTHY R. BEEBLE, its DIRECTOR, and DANIEL P. MALLOY, MAYOR of the CITY OF STAMFORD, hereinafter collectively referred to as "SCDP", and the SAYZ INC., having its principal place of business at LAYZ and acting herein by MAYZ, OAYZ, duly authorized hereinafter referred to as "AGENCY".

WITNESSETH:

WHEREAS, SCDP is interested in providing partial funding for work concerning the Neighborhood Stabilization Program, hereinafter called the Program, under the Housing and Economic Recovery Act 2008, the Housing and Community Development Program Act of 1974 (PL93-383), as amended; Department of Housing and Urban Development (hereinafter called HUD) Community Development Grant Regulation 24 CFR PART 570; Uniform Administrative Requirements for Grants ... to Local ... Government 24 CFR Part 58; and OMB A-87; OMB A-110; OMB A-122; and OMB A-133;

WHEREAS, SCDP shall provide to the AGENCY no more than a total allocation of AZZY (\$AZYZ) DOLLARS, for the performance of said Program related activities by the AGENCY;

WHEREAS, the parties desire to set forth in this Agreement a method by which said Program activities will be created, and/or continued, carried out and administered;

NOW THEREFORE, the parties hereto agree as follows:

1. CONTRACT DOCUMENTS.

For the purpose of this Agreement the Contract Documents shall consist of the following, hereby attached hereto, and made a part hereof:

- a) Agency Agreement
- b) Budget
- c) Scope of Services
- d) Part II (a) General Conditions
- e) Charter and Code of the City of Stamford is hereby incorporated, herein, by reference.

- f) All such rules, regulations, laws, directives, Circulars, Titles, Acts, Executive Orders and other documents as are mentioned in any part of this Agreement, including its preamble, which are on file in the office of SCDP.

2. TERM.

SCDP will make said funds available to the AGENCY commencing on _____, 2009, and shall, subject to compliance with this Agreement by the AGENCY, at each stage, continue to do so, up to, and including, but not later than June 30, 2010. Agency hereby acknowledges it has read, understands and agrees to fully comply with the pertinent provisions of said documents in each material aspect.

3. SCOPE OF SERVICES. The AGENCY's duties and Scope of Services will include, but not be limited to, the following subject matter: See Attached Scope of Services, (1.c.).

4. COMPENSATION.

a) The total amount to be paid to the AGENCY for the performance of this Agreement shall be no more than AZZY (\$AZYZ) DOLLARS payable in accordance with the SCDP allocation itemized in the Budget, (1.b.).

b) All requests for periodic payments shall be submitted to SCDP no later than the 10th day of the month, during the term of this Agreement, for work completed the previous month.

c) (1) Payments by SCDP will be made only upon completion of each Program activity, or part thereof, satisfactory to SCDP.

(2) No payment from funds provided hereby shall be made by SCDP unless the validity of the voucher shall have first been certified in writing, to SCDP, by the AGENCY's duly designated agent. Unless otherwise hereinafter modified in a written memorandum to SCDP, YAYZ, OAYZ as designated by the Board of Directors of the SAYZ, INC., shall be deemed the duly designated agent, of the AGENCY, having authority to request such payments.

d) Said Budget specifies the total cost of said Program activities, and the schedule on which payment shall be based.

e) The AGENCY shall provide SCDP with written Requests for Payments (Part I, Section 4(c)(1)), submit periodic Activity Reports as well as a Final Report accompanying the Final Request for Payment. The Final Report should represent the cumulative progress and quantify performance measures of the Program activities over the contract period. Upon receipt of the aforementioned reports, and/or as and when SCDP deems necessary, SCDP will evaluate

and audit the AGENCY with regard to all objectives achieved hereunder.

5. CHANGE ORDERS.

a) Any change in this Agreement requested or contemplated by any of the parties hereto, shall be rendered on Change Order Forms available at SCDP's office. The party to whom it is addressed shall respond to the same in writing within fourteen (14) days after the date of said Change Order.

b) No extras shall be charged by or paid to the AGENCY except upon the written approval of SCDP.

6. PERSONNEL.

a) Without in any way detracting from its responsibility hereunder, the AGENCY hereby designates the following person(s) to prepare and complete said Program activities for the AGENCY: XAYZ, PAYZ, or said successor as designated by the Board of Directors.

b) If AGENCY shall change or add to said designee it shall give immediate written notice to SCDP.

7. REPRESENTATIONS.

The AGENCY understands and agrees that any representation (including authorizations, directions or approvals) made by SCDP or its officers, agents or employees shall be void and without effect unless specifically set forth herein or in writing signed by SCDP.

8. AGENCY INSURANCE/INDEMNIFICATION.

a) Insurance: The AGENCY shall maintain such paid-up insurance as will adequately protect the AGENCY, SCDP, and the City of Stamford and their respective agents, officers, and employees from claims under the workers' compensation laws and regulations, and from all other claims for damages for personal injury (including death) and/or damages to property which may arise from or which may in any way be related to the work hereunder, in such amounts as SCDP shall deem to be reasonably necessary to adequately protect AGENCY, SCDP, and the City of Stamford. The insurance policy shall name SCDP, the City of Stamford, their respective agents, officers and employees, as additional insured. All premiums for such insurance coverage shall be paid by the AGENCY who, upon the signing of this Agreement, shall furnish SCDP authenticated certificates of such insurance. The AGENCY recognizes its responsibility and obligation to notify SCDP in writing as to any intended cancellation of insurance coverage. AGENCY's insurance shall be subject to approval by SCDP as to adequacy of coverage and

protection.

b) Indemnification. Notwithstanding the provisions in this Paragraph concerning insurance, and in addition thereto, the AGENCY hereby indemnifies and saves harmless SCDP and the City of Stamford and their respective agents, officers, and employees against:

(1) All liability for any injury to person(s) (including death) or damages to property resulting from or arising out of the AGENCY's work hereunder or in the performance of this Agreement and;

(2) Any claims, suits or judgments (and the costs thereof), arising out of the AGENCY's implementation of this program or the satisfactory prosecution or completion of the work hereunder or money paid or owed to AGENCY's tradesmen, materialmen or sub-contractors; and AGENCY shall, within three working days, remove of record (by payment, by surety bond, or otherwise), any lien or attachment filed by any such tradesmen, materialmen, or subcontractor.

9. AGENCY AUDIT

Annual Financial Statements shall be prepared and submitted to SCDP no later than June 30, 2009 for the year ending December 31, 2008, and no later than December 31, 2009 for the year ending June 30, 2009. Said Annual Financial Statement shall be prepared and be in compliance with OMB Circular No. A-133.

10. GIFTS, POLITICAL CONTRIBUTIONS

During the term of this Agreement, including any extensions, the AGENCY shall refrain from making gifts of money, property or service to any employee or appointed or elected officials of the City of Stamford or the Stamford Board of Education any appointed or elected officials or employee of their Boards, Commissions, Departments, Agencies or Authorities. All references to the AGENCY shall include its officers, directors, employees and owners of more than 5% equity in the AGENCY. Violation of this provision shall constitute a material breach of this Agreement, for which this Agreement may be summarily terminated.

10. BINDING EFFECT

The stipulations aforesaid shall be binding upon, and enure to the benefit of, the parties hereto, and their respective successors, assigns and personal representatives.

IN WITNESS WHEREOF, the parties hereto, have hereunto, set their hand and seals the day and year first above written.

Signed, Sealed and Delivered
in the presence of:

SAYZ, INC.

BY: _____
RAYZ, QAYZ
Duly Authorized

STAMFORD COMMUNITY
DEVELOPMENT PROGRAM (SCDP)

BY: _____
Timothy R. Beeble, Its Director
Duly Authorized

CITY OF STAMFORD

BY: _____
Dannel P. Malloy, Its Mayor
Duly Authorized

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE
REQUIREMENTS:

Guy J. Farina, Esq.
Counsel to SCDP
Date: _____

Ann Marie Mones
Risk Management
Date: _____

SAMPLE Counseling

1 b) Budget

Activity	Per Unit Billable Amount	Maximum Amount
Housing Counseling Course		
Individual Financial Packaging		
Closing Services		

SAMPLE Purchase and Rehabilitation

1 b) Budget

Activity	Per Unit Billable Amount	Maximum Amount
Acquisition		
Rehabilitation		
List by trade		
Developer's Fees		
;		

SAMPLE

1 c) Scope of Services – Housing Counseling

Will provide pre and post home purchase counseling

- The HUD approved curriculum:
- Session One: Are you ready to buy a home? (2 hours)
- Session Two: Budget & Credit II (2 hours)
- Session Three: Getting a mortgage/keeping your home and managing your
 - finances (2 hours)
- Session Four: Shopping for a home (2 hours)
- Session Five: (2 hours)

Will provide referrals to first mortgage lenders, as per requirements of SCD, to assure a mortgage loan from a lender who agrees to comply with the bank regulators' guidance for non-traditional mortgages

Will package financing for purchasers as per SCD requirements re PITI, NSP requirements, and the DECD approved Local Action Plan..

STAMFORD COMMUNITY DEVELOPMENT PROGRAM

PART II. (a) GENERAL CONDITIONS.

This project is funded by the U. S. Department of Housing and Urban Development through the Community Development Block Grant Program. In consideration of receiving awards of this contract, the contractor hereby agrees to comply with the following general terms and conditions:

1. Definition. It is understood that the uses, in this PART II. Of the term "CONTRACTOR", refers to, and shall mean, whichever of the following is the person or entity who has signed PART I. Of this Agreement: AGENCY OR CONSULTANT OR CONTRACTOR.

2. General:

- a) This AGREEMENT shall be construed under the laws of the State of Connecticut.
- b) Each of the parties hereto acknowledges that he has relied, in entering into this AGREEMENT, only upon the terms, conditions, specifications and representations contained herein.
- c) Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
- d) The CONTRACTOR hereby waives any and all claims that he now has or may have against SCDP and the City of Stamford and their respective agents, officers, and employees, arising out of the scope of this Agreement, based upon any statement or representation, unless the same be in writing and signed by SCDP and/or City of Stamford.
- e) Unless waived by SCDP in writing, as per 24 CFR Part 85.32, all Equipment purchased with SCDP funds, shall become the property of SCDP; records as to purchase price, serial number and location must be maintained as per SCDP Equipment Inventory Form, as referenced hereto and made a part hereof. Said Equipment Inventory Form must be submitted to SCDP prior to completion of program. CONTRACTOR shall propose property disposition plan to SCDP property, and, prior to actual disposition of said property, CONTRACTOR must receive written approval from SCDP.

covering any of the work hereunder, provisions which are consistent with the Federal Labor Standards and Equal Opportunity Provisions as well as a clause requiring the Subcontractors to include such provisions in any lower tier subcontracts which they may enter into. All provisions are to be in accordance with 24 CFR Part 85.

c) This AGREEMENT shall be null and void, and unenforceable by the CONTRACTOR:

1. Unless the CONTRACTOR shall have furnished SCDP with a list, in writing, of all Subcontractors proposed for the work hereunder, giving their names, addresses and telephone numbers (home as well as business), and if a corporation, the names and addresses of the officers thereof; and
2. If, prior to the commencement of the work hereunder, the CONTRACTOR shall be notified that he and/or any of said Subcontractors is considered to be unacceptable by the U. S. Department of Housing and Urban Development.

5. Performance of Said Contract. The CONTRACTOR shall proceed with said work and every part and detail thereof in a prompt and diligent manner and shall use its best efforts to facilitate the performance thereof. SCDP shall have the right at any time to inspect all information, in the possession of the CONTRACTOR that is directly or indirectly related to the business covered under this Agreement. The CONTRACTOR agrees that if the progress of the work shall be delayed so as to cause any loss or damages for which the SCDP may become liable, it shall reimburse the SCDP in full on demand, and in connection therewith SCDP may withhold funds otherwise due the CONTRACTOR. The assent by the SCDP to delays in finishing the work shall not be construed as a waiver or forfeiture of diminution of SCDP's aforesaid right to reimbursement for such loss of damages.

6. Relationship Between the Parties. It is specifically understood and agreed by and between the parties that the CONTRACTOR'S relationship to the SCDP, the CITY of Stamford and any of its departments or agents shall at all times be that of an independent contractor. Under no circumstances shall anything in, or emanating from or relating to, this Agreement be construed so as to give to, or vest in, the CONTRACTOR the status of an employee/or agent of SCDP or the City of Stamford or any of its departments or agencies.

7. Obligations of CONTRACTOR with Respect to Certain Third Party Relationships. The CONTRACTOR shall remain fully obligated under the provisions of the Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the program with respect to which assistance is being provided under this Agreement to the CONTRACTOR. All CONTRACTORS shall comply with all lawful requirements of the SCDP necessary to insure that the program with respect to which assistance is being provided under this Agreement to the CONTRACTOR is carried out in accordance with the SCDP Application Assurances and Certifications including those with respect to the

assumption of environmental responsibilities of the SCDP under Section 104 (h) of the Housing and Community Development Act of 1974 (PL-93-383); as amended.

8. Conflict of Interest.

a) No member of or Delegate to the Congress of the United States, and no elective or appointed officer or employee of the City of Stamford, no member, officer, or employee of the CONTRACTOR or SCDP shall: (1) be admitted to any share or part of this Agreement or to any benefit to arise from same; (2) have any interest, direct or indirect, in the SCDP; nor shall any such member, officer or employee participate in any decision relating to this program which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly, interested during his/her employment under this contract and for one year thereafter.

b) No elective or appointed officer or employee of the City of Stamford, no SCDP and/or CONTRACTOR employee or person receiving a salary or compensation from SCDP funds, and no partner, agent, servant or employee of said employee or person shall during his/her employment under this contract and for one year thereafter: (1) be interested directly or indirectly in any contract to which SCDP and/or CONTRACTOR and/or the City of Stamford is a party, either as principal, surety or otherwise, or in any work to be performed for, or services rendered to or for, the SCDP and/or CONTRACTOR and/or the City of Stamford or in any sale to or by the SCDP and/or CONTRACTOR and/or the City of Stamford or any agent thereof; or (2) purchase from or sell to the SCDP, and/or CONTRACTOR and/or the City of Stamford or any agency thereof, except after public advertising or bid of any real or personal property. All subcontracts shall also incorporate these provisions.

c) The Code of Ethics, Chapter 19 of the Code of the City of Stamford is hereby incorporated, herein, by Reference.

9. Conferences: CONTRACTOR must maintain a written record of all conferences and meetings to be conducted by CONTRACTOR with community groups, City, State and/or Federal agencies' and/or Departments, relating to said Program. Said records shall be open to SCDP and the City at all times upon reasonable notice.

10. Termination:

a) Should the CONTRACTOR (Except where the CONTRACTOR is a construction contractor), at any time refuse or neglect, to satisfactorily perform any aspect of this Agreement; or fail in any respect to perform the work with sufficient promptness and diligence so as to insure its completion within the time herein provided; or fail to perform, to SCDP's satisfaction, any of the provisions on the CONTRACTOR'S part to be performed herein; or if in SCDP's opinion the CONTRACTOR cannot perform because of circumstances beyond its control; the SCDP, at its option, may, after seven (7) days written notice to the CONTRACTOR (delivered personally or mailed to or left at its place of business) terminate this Agreement. In the event of such termination, and without prejudice to any other remedy SCDP may have:

- (1) any money that may otherwise be due under this Agreement, other than funds committed prior to such notice of termination, shall thereupon be forfeited by the CONTRACTOR who shall thereafter have no claim whatsoever against SCDP and the said City of Stamford; and
- (2) SCDP may take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by or left on the site by the CONTRACTOR and may furnish the work by whatever method SCDP may deem expedient. If the expense of completing the work exceeds the unpaid balance of the total maximum sum set forth in this Agreement, CONTRACTOR shall pay the difference to the SCDP on demand.

b) Time is of the essence as to all dates set forth herein. Because of the difficulty of calculating damages resulting from failure of the CONTRACTOR to conform to the time limits set forth herein, liquidated damages shall be deemed to be One Hundred (\$100.00) Dollars for each day that the project goes beyond the time limits set forth in this Agreement and will be paid to SCDP by the CONTRACTOR, or SCDP may deduct the same from any money due him. Said liquidated damages provision shall not be construed as punitive damage.

11. Information Furnished to be Confidential and the Property of SCDP. All information, furnished by the CONTRACTOR to SCDP pursuant to this Agreement shall become the property of SCDP. SCDP shall maintain the confidentiality of such information as may be mutually agreed upon to be confidential.

12. Permits and Regulations. The CONTRACTOR shall give all notices required by, and comply with all applicable laws, ordinances, codes, rules and regulations of, any public authority, and shall, at his own expense, unless legally exempt, secure and cause to be paid the fees or charges for all permits required for the performance of the work under this Agreement; and CONTRACTOR shall cause to be paid all consumers, sales, use, and other applicable taxes required by law. CONTRACTOR hereby indemnifies and saves harmless SCDP and the City of Stamford and their respective agents, officers, employees, from any liability arising therefrom.

13. CONTRACTOR Supervision.

a) The CONTRACTOR shall at all times strictly enforce safety measures and good order between his employees and all others engaged in the work. He shall be held responsible for acts or omissions of his agents, employees, invitees, and subcontractors.

b) The CONTRACTOR shall at all times keep the premises free from accumulation of waste materials and rubbish. At the time of the completion of the work, (or sooner, from time to time at SCDP's discretion) he shall remove all waste materials and rubbish from and about the project as well as all tools, construction equipment, machinery and surplus materials, and shall clean all glass surfaces affected by renovation and shall leave the job "broom clean".

14. Compliance with Federal, State and Local Laws. The CONTRACTOR shall comply with

all applicable laws, ordinances, and codes of the Federal, State and local governments, and shall not trespass on any public or private property in performing any of the work embraced by this Agreement; and the CONTRACTOR hereby indemnifies and saves harmlessly the SCDP and the City of Stamford and their respective agents, officers, and employees against any violation regarding the foregoing.

15. Assignability. Under no circumstances shall the CONTRACTOR, without the prior written consent of SCDP and the City; assign this Agreement, or any part hereof; or pledge, assign or in any manner encumber the payments due or to become due hereunder.

16. Flood disaster Protection. This Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L.93-234 as amended); and Executive Order 11988 relating to the evaluation of flood hazards. No portion of the assistance provided under this Agreement is approved for acquisition or construction purpose as defined under Section 3(a) of said Act, for use in an area identified by the Secretary as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to Section 201(d) of said Act. Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of the Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact the construction on such land is not itself funded with assistance provided under this Agreement.

17. Lead Based Paint Regulations. The CONTRACTOR shall comply with the HUD Lead-Based Paint regulations, 24 CFR Part 35, Subpart B issued pursuant to the Lead-based Paint Poisoning Prevention Act. Paint containing either a lead-base, lead-dryer, and/or tinting which aggregates to more than five-tenths percentum lead by weight shall be prohibited under the terms of this contract.

18. Compliance with Clean Air and Water Pollution Control Acts. This CONTRACTOR AGREEMENT is subject to the requirements of the Clean Air Act, as amended (42 USC 1857 et seq.), the Federal Water Pollution Control Act, as amended (35 USC 1251 et seq.), and the regulations of the Environmental Protection Agency with respect thereto (40 CFR Part 15, as amended from time to time).

a) CONTRACTOR represents that any facility to be utilized in the performance of this Agreement, whether by himself or any subcontractor, will not be listed on the List of Violating Facilities issued by the Environmental Protection Agency pursuant to 40 CFR 15.20.

b) CONTRACTOR shall comply with all the requirements of Section 114 of the

Clean Air Act, as amended, (42 USC 1857c-8), and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

c) Prompt notice will be given by SCDP, to CONTRACTOR, of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

d) CONTRACTOR shall include, or cause to be included, the criteria and requirements in paragraphs "a" through "d" of this section in every non-exempt contract or subcontract; and CONTRACTOR will take such action as the Government may direct as a means of enforcing such provisions.

e) In no event shall any amount of the assistance provided under this Agreement be utilized in connection with a facility which has given rise to a conviction under Section 113(c) (1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

19. Nondiscrimination Under Title VI of the Civil Rights Act of 1964. This AGREEMENT is subject to the requirements of Title VI of the Civil Rights Acts of 1964 (PL 88-352), 42 U.S.C. Sec.2000d et. Seq. and the Fair Housing Act (42 U.S.C. 3601-20) and Executive Order 11063 and the HUD 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 CONTRACTOR shall cause or require a covenant running with the land to be inserted in the deed or lease or other instrument a restriction prohibiting discrimination with respect to race, color, creed, sex, or national origin, 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 CONTRACTOR and the United States are beneficiaries of and entitled to enforce such covenants. The CONTRACTOR in undertaking its obligation in carrying out the program assisted hereunder, agreed to take such measures as are necessary to enforce such covenants and will not itself so discriminate.

20. Fair Housing Opportunities Under Title VIII of the Civil Rights Act of 1968 and Fair Housing Act (42 U.S.C. 3601-20)

This AGREEMENT is subject to the requirements of Title VIII of the Fair Housing Act as amended (PL 90-284). The CONTRACTOR shall provide for fair housing opportunities where possible. The CONTRACTOR is prohibited from discriminating in the sale or rental of housing, the financing of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex, handicap, familial status, or national origin. Title VIII further requires programs and activities relating to Housing and Community Development to be administered to affirmatively further fair housing.

21. Prohibition Against Payments of Bonus or Commission. The assistance provided under

this AGREEMENT shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this AGREEMENT, Title I of the Housing and Community Development Act of 1974, as amended or HUD regulations with respect thereto; it being understood, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, are not hereby prohibited if otherwise eligible as program costs.

22. "Section 3" Compliance in the Provision of Training Employment And Business Opportunities. Every applicant, recipient, contracting party, contractor, and subcontractor shall incorporate, or cause to be incorporated, in all contracts, the following clause (referred to as a section 3 clause):

a) The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and 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 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

b) The parties to this contract will comply with the provisions of said section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

c) The contractor will send to each labor organization or representative of workers with whom he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

d) The contractor will include this section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor which has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e) Compliance with the provisions of section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

23. Prevailing Salaries. The CONTRACTOR will determine staff classifications and employ staff in relation to its personnel practices and salary ranges including fringe benefits in accordance with this Agreement.

24. Anti-Kickback Rules. Salaries of architects, draftsmen, technical engineers, technicians, laborers and mechanics performing work under this Agreement shall be paid unconditionally, and not less often than once a week, without deduction or rebate on any account except only such payroll deductions as is mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). The CONTRACTOR shall comply with all applicable regulations of said "Anti-Kickback Act" and shall insert appropriate provisions in all subcontracts relative to the work under this Agreement; and CONTRACTOR shall take steps to insure compliance by subcontractors with such regulations at all times. CONTRACTOR shall be responsible for the obtaining and submission of the affidavits of subcontractors required thereunder, except that the Secretary of Labor may specifically provide for variations of, or exemptions from, the requirements thereof.

25. Non-Discrimination in Employment. During the performance of this contract, the CONTRACTOR agrees as follows:

a) The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The CONTRACTOR shall take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruiting or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the President setting forth the provisions of this Non-Discrimination in Employment Clause.

b) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or in behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.

c) The CONTRACTOR shall comply with all provisions of Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity, as amended by Executive Order 11375 and Executive Order 12086, as supplemented in Department of Labor regulations (41 CFR, Part 60), and all of the rules, regulations and relevant orders of the President's Committee on Equal Employment Opportunity in effect as of the date of this Agreement; and the CONTRACTOR shall furnish all information and reports required herein, and shall on demand permit access to its books, records, and accounts, in its possession or control, by SCDP and the said Committee for purposes of investigation to ascertain compliance with such rules, regulations and orders.

d) The CONTRACTOR will send to each labor union or representative of workers with whom 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' representative 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.

e) In the event the CONTRACTOR'S noncompliance with the nondiscrimination sections of the contract or with any of 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 Government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 4, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

f) The CONTRACTOR will include the portion of the sentence immediately preceding paragraphs (a) and the provisions of paragraph (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 25, 1965, as amended by Executive Orders 11375 and 12086, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontractor or purchase order as the Department may 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 the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

g) The CONTRACTOR further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965 as amended by Executive Orders 11375 and 12086 with a subcontractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon CONTRACTOR and subcontractors by the Department or the Secretary of Labor pursuant to Part II, Subpart D of the executive order.

h) No person in the United States shall on the ground of race, color, national origin, or

sexes are excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended, or with respect to an otherwise qualified disabled individual as provided in section 504 of the Rehabilitation Act of 1973, as amended, shall also apply to any such program or activity. Remedies described in Section 109 of the Housing and Community Development Act of 1974 as amended, and the regulations issued pursuant thereto; (24 CFR Section 570.601) shall apply, if failure to comply with this paragraph has been determined.

26. Employment of Certain Persons Prohibited. No person under the age of sixteen years and no person who, at the time, is serving a sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

27. Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970 and federal implementing regulations. Contractor and Owners shall to the greatest extent practicable under Federal and State Laws: comply with Sections 301 and 302 of Title III, (Uniform Real Property Acquisition Policy) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and HUD implementing instructions in 24 CFR Part 42: inform affected persons of their rights and of the acquisition policies and procedures set forth in the regulations at 24 CFR Part 42 and 570.602 (b): comply with Title II (Uniform Relocation Assistance) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and HUD implementing regulations at 24 CFR Part 42 and 570.602(a).

28. Political Activity Hatch Act and Section 109 of HCD Act. CONTRACTOR shall comply with the provisions of the Hatch Act and Section 109 of the Housing and Community Development Act of 1974 as amended, and the regulations pursuant thereto (24 CFR 570.601). Under no circumstances shall the CONTRACTOR and/or other recipients, subcontractors, and subrecipients use SCDP funds, or persons employed in administering SCDP programs, for the purposes of conducting any political activity.

29. Executive Orders 11063, 12259, and Title VIII. CONTRACTOR will comply with Executive Order 11063, as amended by Executive Order 12259 and the implementing regulations in 24 CFR Part 107, and Title VIII of the Civil Rights Act of 1968 (Pub.L.90-284), as amended.

30. Historic Preservation. CONTRACTOR will comply with the: National Historic Preservation Act of 1966 (PL 89-665); Preservation of Historic and Archeological Data Act of 1974 (PL 93-291); Procedures for Protection of Historic and Cultural Properties, Advisory Council on Historic Preservation (36 CFR 800); and the HUD regulations with respect thereto.

31. CONTRACTORS will comply with HUD Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794 et seq.) provides:

No otherwise qualified individual with disabilities . . . shall, solely by reason of his [or

her] handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

HUD's Section 504 regulations (24 C.F.R. Part 8) were effective as of July 11, 1988. These regulations cover program accessibility, employment opportunities, and physical accessibility.

32. Financial Policy Statement Re: NON PROFIT AGENCIES

- a. An organization-wide audit shall be provided to SCDP by each agency within six (6) months of the end of the fiscal year.

The Board of Finance has adopted the following audit and financial statement requirements for recipients of City of Stamford funding:

- i. If the organization's annual budget is more than \$100,000 in total, or if the organization receives \$25,000 or more from the City of Stamford in any one year, the organization shall submit a complete set of organization-wide financial statements prepared in conformity with generally accepted accounting principles, audited by and with the report of an independent certified public accountant.
 - ii. If the organization receives at least \$10,000 but less than \$25,000 from the City of Stamford in any one year, the organization shall submit organization-wide financial statements including, at a minimum, (1) a balance sheet showing appropriate categories of assets, liabilities and fund balances, (2) a statement of operations showing appropriate categories of revenues and expenses, and (3) appropriate explanatory footnote disclosures. If those financial statements are not audited by an independent CPA, two officers of the organization shall attest to their accuracy in writing.
 - iii. If the organization receives less than \$10,000 from the City of Stamford in any one year, the organization shall submit a financial report as similar to that described in "ii" above as is possible.
- b. Each agency shall provide an annual operating report to SCDP at the end of each fiscal year.
 - c. Each agency shall conform to City of Stamford fiscal practices, e.g.
 - Purchasing/Bidding
 - Equivalent of Civil Service Hiring Practices.

- d. The City of Stamford reserves the right to inspect each agency's books and/or conduct an audit of each agency.
- e. Each agency must conform to all Federal and State laws applicable to them in addition to the provisions provided herein.
- f. Each agency shall notify SCDP of all significant financial events affecting their organization.
- g. All agencies shall have one or more independent, non-affiliated members on their Board of Directors.

33. Reversion of Assets. Upon this Agreement's expiration the CONTRACTOR shall transfer to SCDP any CDBG funds on hand at the time of expiration and any accounts receivable or program income attributable to the use of CDBG funds. Any real property under the subrecipient's control that was acquired or improved in whole or in part with CDBG funds shall continue to be used in accordance with the enclosed Scope of Services; or is disposed of in a manner which results in the recipient being reimbursed in the amount of the current fair market value of the property. Proceeds from disposition, less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, said assets shall be transferred to SCDP.

34. Program Income.

a) All program income generated by CDBG funds prior to the expiration and closeout of this Agreement shall be treated as a supplement grant of CDBG funds to be used solely for the same activities described in the Scope of Services contained herein and subject to the same conditions and requirements of this Agreement.

b) All such program income generated by CDBG funds shall be expended by the CONTRACTOR prior to a request of any additional funds from SCDP.

c) If the CONTRACTOR has received another grant from SCDP prior to the expiration and closeout of this Agreement, program income received prior to, or subsequent to, the expiration and closeout of said Agreement, may be retained by the CONTRACTOR, to be used solely for activities described in the Scope of Services of the new grant Agreement, subject to the terms and conditions contained therein.

d) Unless the CONTRACTOR has received another grant from SCDP prior to the expiration and closeout of this Agreement, any program income, on hand, when this Agreement expires, or received thereafter, including, but not limited to the disposition of real property or from loans outstanding, shall be immediately returned to SCDP.

35. Certification Regarding Lobbying. The CONTRACTOR certifies, to the best of his or

her knowledge and belief, that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence 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 an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The CONTRACTOR shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

36. Contractual Provisions - CDBG Agreements with Religious Organizations to Provide Public Services

In addition to, and not in substitution for, other provisions of this Agreement regarding the provision of public services with CDBG funds, pursuant to title I of the Housing and Community Development Act of 1974, as amended, the Provider:

- a) represents that it is, or may be deemed to be, a religious or denominational institution or organization or an organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institution or organization;
- b) agrees that, in connection with such public services:
 - 1) it will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
 - 2) it will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;

- 3) it will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services;
- 4) the portion of a facility used to provide public services assisted in whole or in part under this Agreement shall contain no sectarian or religious symbols or decorations; and
- 5) the funds received under this Agreement shall not be used to construct, rehabilitate, or restore any facility which is owned by the Provider and in which the public services are to be provided; Provided that, minor repairs may be made if such repairs (1) are directly related to the public services, (2) are located in a structure used exclusively for non-religious purposes and (3) constitute in dollar terms only a minor portion of the CDBG expenditure for the public services.

Revised 10/02

REO Properties				
By Census Tract & Area				
Stamford, CT				
		Number of REOs		
Census Tract	Area	10/30/2008	12/2/2008	1/20/2009
201	Downtown	3	3	2
202	North Stamford	1	1	1
203	North Stamford	2	2	2
205	Westover	1	1	1
206	Ridges	5	5	5
207	Newfield	3	3	3
208	Pepper Ridge	1	1	0
209	Springdale	1	2	3
211	Glenbrook	6	6	6
212	Belltown	1	1	1
213	West Side	4	7	6
214	West Side	4	4	5
215	West Side	6	5	6
216	Downtown-North	3	3	4
217	East Side	5	4	4
218.02	East Side	5	8	7
219	Cove	8	9	10
220	Cove	1	1	1
221	Cove	7	8	7
222	South End	1	1	1
223	Waterside	1	1	3
		69	76	78

Bank Owned Properties
as of January 2009
City of Stamford

Current Owner	Current Owner						Current	Last Known Owner from						
Town Clerk					Census		Assessed	City Assessor Data Online		COMMD	COMMD	Listing Book		
CFORC granted to...	Buyer	Num.	Street	Unit	Tract	Occupancy	Value	Last Purchase	Date	Amount	Date	Sale Price	Date Sold	REO
US BANK NA TRUSTEE		17	Clinton Avenue		201	Single Family	\$262,230	No Data	7/28/2006			\$261,800	Active	REO
U S BANK NATIONAL ASSOCIATION TRUSTEE		49	Vernon Place	Unit 5	201	Condo	\$173,420	\$ 272,000	11/3/2005			\$195,000	Active	REO
	EMC Mortgage Corporation	8	Dundee Road		202	Single Family	\$700,470	\$ 726,000	10/1/2001	\$ 737,164	9/22/2008			REO
	Deutsche Bank National Trust	89	Mill Spring Lane		203	Single Family	\$1,361,650	\$ 1,900,000	4/4/2006	\$ 1,400,804	6/20/2008	\$799,000	Active	REO
	LaSalle Bank	32	Shagbark Road		203	Single Family	\$702,620	\$ 975,000	9/26/2006	\$ 945,000	2/28/2008	\$699,900	Active	REO
JP Morgan Chase		98	Old Mill Road		205	Single Family	\$1,272,950	No Data						REO
Deutsche Bank National Trust c/o Carrington Mortgage		51	Bradley Place		206	Single Family	\$341,120	\$ 400,000	11/12/2002			\$364,900	Active	REO
Deutsche Bank		24	Duke Drive		206	Single Family	\$345,770	\$ 561,000	12/27/2006			\$403,900		REO
	US Bank National Association Structured Assest Se	22	Jessup Street		206	Single Family	\$396,550	\$ 585,000	2/2/2006	\$ 559,188	7/3/2008			REO
Wachovia Bank		821	Long Ridge Road		206	Single Family	\$395,140	No Data						REO
	Greenpoint Mortgage Funding	16	McClellan Avenue		206	Single Family	\$365,480			\$ 520,058	9/12/2008			REO
Greenpoint Mortgage Funding, Inc.		24	Camelot Court		207	Single Family	\$502,880	\$ 800,000	10/5/2006			\$610,000	Active	REO
GMAC Mortgage		39	East Cross Road		207	Single Family	\$473,260	\$ 594,000	9/16/2003					REO
LaSalle Bank/Bear Stearns		160	Vine Road		207	Single Family	\$401,580	No Data						REO
	Washington Mutual Bank	42	Bennett Street		209	Single Family	\$289,570	\$ 471,000	4/29/2005	\$ 365,175	12/12/2008			REO
	Deutsche Bank National Trust	111	Knox Road		209	Single Family	\$367,200			\$ 465,375	12/29/2008			REO
Deutsche		90	Weed Hill Avenue		209	Single Family	\$313,930	\$ 490,000	12/21/2005					REO
DEUTSCHE BANK NATIONAL TRUST CO TR		14	Glen Terrace		211	2 Family	\$362,070	\$ 577,500	10/20/2005					REO
HSBC BANK USA NA		559	Hope Street	Unit B	211	Condo	\$471,030	\$ 679,000	9/29/2004			\$514,500	Active	REO
LaSalle Bank		472	Hope Street		211	Single Family	\$390,380	\$ 590,000	9/26/2007			\$349,900	Active	REO
	HSBC Bank	8	Pilgrim Walk		211	2 Family	\$289,830	\$ 460,000	2/4/2004	\$ 517,500	5/12/2008			REO
	Deutsche Bank trustee for Morgan Stanley	29	Pine Hill Avenue		211	Single Family	\$337,150	\$ 295,000	8/9/2001	\$ 482,660	9/5/2008	\$439,900	Pending	REO
	Wells Fargo Home Mortgage	237	Strawberry Hill Avenue	11	211	Condo		\$ 352,500	6/21/2001	\$ 460,000	8/11/2008			REO
DEUTSCHE BANK NATIONAL TR CO T		73	Fieldstone Terrace		212	Single Family	\$527,640	\$ 856,500	11/30/2005			\$664,999	Pending	REO
WM Specialty Mortgage LLC		38	8th Street		213	Single Family	\$375,420	\$ 477,000	11/18/2003			\$425,000	Active	REO
	Bank of New York Trust	25	Chestnut Street		213	2 Family	\$496,630	\$ 617,000	4/6/2005	\$ 420,000	11/14/2008			REO
Deutsche Bank National Trust Company		149	Cold Spring Road		213	2 Family	\$443,120	\$ 700,000	10/25/2006					REO
Bank of New York		314	Hubbard Avenue		213	Single Family	\$499,650	\$ 715,000	12/26/2006					REO
	Equitirst Corp.	12	Severance Drive		213	Single Family	\$406,010	\$ 318,000	11/7/2000	\$ 378,000	10/23/2008			REO
WELLS FARGO BANK NA TR		2396	Washington Boulevard		213	Single Family	\$320,980	\$ 500,000	3/29/2006					REO
	Wells Fargo Bank, N.A.	22	Leslie Street	Unit 1	214	Condo	\$172,540	\$ 237,000	8/30/2004	\$ 251,197	12/19/2008			REO
Wells Fargo Bank NA		70	Victory Street		214	3 Family	\$467,700	\$ 660,000	3/4/2005					REO
Countrywide Home Loans, Inc. QC to Fed. Home Loan MTG Corp.		33	Virgil Street	6	214	Condo	\$117,190	\$ 187,600	10/5/2005			\$109,900	Active	REO

Bank Owned Properties
as of January 2009
City of Stamford

CFORC granted to...	Buyer	Num.	Street	Unit	Tract	Occupancy	Value	Last Purchase	Date	Amount	Date	Sale Price	Date Sold	REO
Deutsche Bank		97	Virgil Street	Unit 4	214	Condo	\$191,620	\$ 180,000	1/24/2003					REO
HSBC Mortgage Service		36	West Avenue		214	2 Family	\$398,390	\$ 600,000	10/13/2006					REO
WASHINGTON MUTUAL BANK		15	Greenwich Avenue	Unit 5	215	Condo	\$231,470	\$ 380,000	11/7/2006					REO
WELLS FARGO BANK NA TR		37	Greenwich Avenue	Unit 1-6B	215	Condo	\$185,640	\$ 205,000	8/6/2004					REO
	Deutsche Bank	37	Greenwich Avenue	2-1C	215	Condo	\$228,160	\$ 385,000	11/23/2005	\$ 340,972	Dec-08			REO
IndyMac Bank F.S.B. - QC to Federal National Mortgage Association July 2008		140	Roosevelt Avenue	#4	215	Condo	\$184,460	\$ 240,000	5/24/2007					REO
DEUTSCHE BANK NATIONAL TR CO T		100	Spruce Street		215	5 Family	\$458,740	\$ 655,000	6/28/2006					REO
LaSalle Bank National Association trustee for WAMU		93	Spruce Street	12	215	Condo	\$74,680	No Data						REO
GRP LOAN LLC		201	Franklin Street		216	Single Family	\$294,080	\$ 435,000	9/19/2006					REO
	HSBC Bank USA	20	North Street	12-1	216	Condo	\$165,100	\$ 268,000	2/22/2006	\$ 236,663	8/26/2008	\$219,900	Active	REO
Wachovia Bank		44	Strawberry Hill Avenue	Unit 8G	216	Condo	\$219,660	No Data	9/1/1988					REO
	American Home Mortgage Servicing Inc.	77	Woodside Street		216	House of Worship	\$290,750	\$ 340,000	11/23/2004	\$ 409,494	12/15/2008			REO
Countrywide Home Loans, Inc.		22	Glenbrook Road	Unit 415	217	Condo	\$121,670	\$ 159,650	9/23/2004			\$143,000	Active	REO
Nova Star Mortgage Inc.		65	Glenbrook Road	5G	217	Condo	\$186,190	\$ 79,900	5/1/1997					REO
Taylor, Bean & Whitaker		125	Prospect Street	4H	217	Condo	\$153,000	\$ 150,000	2/3/2005					REO
	Homecommings Finance	125	Prospect Street	3-I	217	Condo	\$200,280	\$ 70,000	12/2/1997	\$ 269,284	3/17/2008	\$199,900	Pending	REO
GMAC Mortgage		93	Culloden Road		218.02	2 Family	\$398,750	\$ 306,000	2/22/2000					REO
Deutsche Bank National TR		1046	East Main Street	13-C-2	218.02	Condo	\$159,300	\$ 90,000	3/18/1999					REO
	GRP Loan	241	Hamilton Avenue	64	218.02	Condo	\$214,350	\$ 306,000	12/15/2006	\$ 170,000	5/2/2008			REO
DEUTSCHE BANK NATIONAL TRUST CO TR		37	Revere Drive	25-C-3	218.02	Condo	\$175,310	\$ 257,500	7/19/2005					REO
HSBC Bank USA		19-21	Sherman Street		218.02	2 Family	\$370,510	\$ 655,000	9/5/2006					REO
Deutsche Bank Trustee		23	Standish Road	Unit 10C4	218.02	Condo	\$192,240	\$ 317,500	7/27/2006					REO
U S Bank NA		6	Standish Road	8-B-4	218.02	Condo	\$128,460	\$ 202,200	3/15/2006					REO
HSBC BANK USA NA		6	Andover Road		219	Single Family	\$381,370	\$ 515,000	8/19/2004					REO
LaSalle Bank National		29	Andover Road		219	Single Family	\$370,230	No Data	10/17/1983					REO
MERS, Inc.		391	Cove Road		219	2 Family	\$433,660	\$ 620,000	5/30/2006			\$349,000	Active	REO
US Bank National Association		637	Cove Road	A7	219	Condo	\$147,630	\$ 144,000	7/30/2003					REO
Bank of New York TR		9	Dean Street		219	Single Family	\$213,250	\$ 505,000	10/20/2004			\$279,900	Active	REO
	Bank of New York TR	9	Dean Street		219	Single Family	\$213,250	\$ 505,000	10/20/2004	\$ 357,000	12/10/2008			REO
Washington Mutual		55	Euclid Avenue		219	2 Family	\$502,240	\$ 725,000	5/16/2005					REO
	US Bank National Association	81	George Street	A	219	Condo	\$278,960	\$ 419,000	8/2/2005	\$ 329,350	6/10/2008			REO
U. S. Bank National Association		55	Middlebury Street		219	Single Family	\$335,290	\$ 380,000	2/26/2003					REO
	Wells Fargo	32	Van Buskirk Avenue		219	2 Family	\$405,920	\$ 590,000	4/13/2005	\$ 478,800	3/31/2008			REO
DEUTSCHE BANK NATIONAL TRUST CO TR		93	Seaside Avenue		220	2 Family	\$462,590	\$ 680,000	7/31/2006					REO
	Wells Fargo Trustee/Northwest Bank NA Asset	73	Harbor Drive	406	221	Condo	\$406,890	No Data	9/16/1988	\$ 475,740	12/3/2007	\$413,000	Pending	REO

Bank Owned Properties
as of January 2009
City of Stamford

CFORC granted to...	Buyer	Num.	Street	Unit	Tract	Occupancy	Value	Last Purchase	Date	Amount	Date	Sale Price	Date Sold	REO
Bank of New York		18	James Street		221	Single Family	\$348,800	\$ 225,000	1/6/1993					REO
BANK OF NEW YORK TR		20	Lee Street		221	Single Family	\$245,130	\$ 375,000	2/2/2005			\$227,900	Active	REO
BANK OF NEWYORK AS TR		100	Maple Avenue		221	Single Family	\$260,750	\$ 271,000	9/5/2003					REO
Myrtle Mews Association		130	Myrtle Avenue		221	Condo	\$245,620	\$ 370,000	8/17/2007					REO
Deutsche Bank		95	Warren Street		221	Single Family	\$389,350	\$ 675,000	9/27/2006					REO
Accredited Home Lenders		15	William Street	Apt. D	221	Condo	\$338,190	\$ 530,000	1/20/2006					REO
WELLS FARGO BANK NA TR		66	Stone Street		222	2 Family	\$343,540	\$ 513,000	11/1/2006			\$284,900	Active	REO
	U S Bank National Association	44	Durant Street		223	Single Family	\$299,920			\$ 361,250	12/29/2008			REO
	Deutsche Bank	466	Fairfield Avenue		223	Single Family	\$296,950	\$ 180,000	9/24/1999	\$ 386,534	8/26/2008	\$289,900	Active	REO
CHASE HOME FINANCE LLC		40	Orchard Street		223	Single Family	\$250,720	\$ 392,000	8/30/2005			\$267,000	Active	REO

This listing is current as of **01/19/2009**.

Agencies located in CONNECTICUT

Agency Name: ACORN HOUSING, BRIDGEPORT, CT

Phone: 203-366-4180

Toll Free:

Fax: 203-366-0020

Email: dlatorre@acornhousing.org

Address: 2310 Main Street
3rd Floor

Bridgeport, Connecticut 06606-0000

Counseling Services:

- Home Equity Conversion Mortgage Counseling
- Home Improvement and Rehabilitation Counseling
- Homebuyer Education Programs
- Loss Mitigation
- Mortgage Delinquency and Default Resolution Counseling
- Postpurchase Counseling
- Predatory Lending
- Prepurchase Counseling

Languages:

- English
- Spanish

Affiliation: CONNECTICUT HOUSING FINANCE AGENCY

Website: <http://www.acornhousing.org>

Agency Name: BRIDGEPORT NEIGHBORHOOD TRUST

Phone: 203-332-7977

Toll Free:

Fax: 203-579-2338

Email: emilia@bntweb.org

Address: 177 State St, 5th Floor

Bridgeport, Connecticut 06604-4806

Counseling Services:

- Prepurchase Counseling
- Renters Assistance

Languages:

- English
- Spanish

Affiliation:

Website: <http://www.bntweb.org>

Agency Name: CCCS OF SOUTHERN NEW ENGLAND, A DIVISION OF MMI

Phone: 800-208-2227

Toll Free: 800-308-2227

Fax:

Email:

Address: 39 Rose Street

Danbury, Connecticut 06810

Counseling Services:

- Home Equity Conversion Mortgage Counseling
- Homebuyer Education Programs
- Loss Mitigation
- Marketing and Outreach Initiatives
- Money Debt Management
- Mortgage Delinquency and Default Resolution Counseling
- Postpurchase Counseling
- Prepurchase Counseling
- Renters Assistance
- Services for Homeless

Languages:

- Spanish

Affiliation: MONEY MANAGEMENT INTERNATIONAL INC.

Website: <http://n/a>

Agency Name: CCCS OF SOUTHERN NEW ENGLAND, A DIVISION OF MMI

Phone: 888-845-5669

Toll Free:

Fax: 860-291-8483

Email: george.hill@moneymanagement.org

Address: 225 Pitkin Street, Suite 300

East Hartford, Connecticut 06108

Counseling Services:

- Home Equity Conversion Mortgage Counseling
- Homebuyer Education Programs
- Loss Mitigation
- Marketing and Outreach Initiatives
- Money Debt Management

- Mortgage Delinquency and Default Resolution Counseling
- Postpurchase Counseling
- Prepurchase Counseling
- Renters Assistance
- Services for Homeless

Languages: - Spanish
Affiliation: MONEY MANAGEMENT INTERNATIONAL INC.
Website: http://n/a

Agency Name: CHRISTIAN ACTIVITIES COUNCIL

Phone: 860-527-9860

Toll Free:

Fax: 860-727-9558

Email: dsteinle@christianactivities.org

Address: 47 Vine Street
 Hartford, Connecticut 06112

Counseling Services: - Fair Housing Assistance
 - Money Debt Management
 - Mortgage Delinquency and Default Resolution Counseling
 - Postpurchase Counseling
 - Prepurchase Counseling
 - Renters Assistance

Languages: - English Only

Affiliation:

Website: http://n/a

Agency Name: CO-OPPORTUNITY

Phone: 860-236-3617-103

Toll Free:

Fax: 860-808-1757

Email: donnat@co-opportunity.org

Address: 20-28 Sargeant Street
 Hartford, Connecticut 06105

Counseling Services: - Fair Housing Assistance
 - Homebuyer Education Programs
 - Loss Mitigation
 - Money Debt Management
 - Mortgage Delinquency and Default Resolution Counseling
 - Postpurchase Counseling
 - Predatory Lending
 - Prepurchase Counseling
 - Renters Assistance

Languages: - Spanish

Affiliation: CITIZENS' HOUSING AND PLANNING ASSOCIATION, INC.

Website: http://www.co-opportunity.org

Agency Name: COMMUNITY RENEWAL TEAM, INC.

Phone: 860-560-4663

Toll Free:

Fax: 860-251-7160

Email: gosselins@crtct.org

Address: 395 Wethersfield Ave
 Hartford, Connecticut 06120-2418

Counseling Services: - Fair Housing Assistance
 - Homebuyer Education Programs
 - Money Debt Management
 - Mortgage Delinquency and Default Resolution Counseling
 - Postpurchase Counseling
 - Prepurchase Counseling

Languages: - English
 - Spanish

Affiliation: CONNECTICUT HOUSING FINANCE AGENCY

Website: www.crtct.org

Agency Name: HARTFORD AREAS RALLY TOGETHER

Phone: 860-525-3449-102

Toll Free:

Fax: 860-525-7759

Email: marilyn.rossetti@hartofhartford.org

Address: 423 Washington Street
 Hartford, Connecticut 06106-

Counseling Services: - Prepurchase Counseling

Languages: - Spanish

Affiliation: CONNECTICUT HOUSING FINANCE AGENCY

Website: www.hartofhartford.org

Agency Name: HOUSING EDUCATION RESOURCE CENTER

Phone: 860-296-4242

Toll Free:

Fax: 860-296-1317

Email:

Address: 901 Wethersfield Avenue
Hartford, Connecticut 06114

Counseling Services:

- Fair Housing Assistance
- Homebuyer Education Programs
- Loss Mitigation
- Mobility and Relocation Counseling
- Money Debt Management
- Mortgage Delinquency and Default Resolution Counseling
- Postpurchase Counseling
- Predatory Lending
- Prepurchase Counseling
- Renters Assistance
- Services for Homeless

Languages: - Spanish

Affiliation: CITIZENS' HOUSING AND PLANNING ASSOCIATION, INC.

Website: <http://www.herc-inc.org>

Agency Name: MUTUAL HOUSING ASSOCIATION OF GREATER HARTFORD, INC.

Phone: 860-296-1797

Toll Free:

Fax: 860-524-8963

Email: cmackinnon@mutualhousing.org

Address: 95 Niles Street
Hartford, Connecticut 06105

Counseling Services:

- Homebuyer Education Programs
- Money Debt Management
- Postpurchase Counseling
- Prepurchase Counseling
- Renters Assistance

Languages: - English

- Spanish

Affiliation: CONNECTICUT HOUSING FINANCE AGENCY

Website: <http://www.mutualhousing.org>

Agency Name: URBAN LEAGUE OF GREATER HARTFORD, INC.

Phone: 860-527-0147-120

Toll Free:

Fax: 860-249-1563

Email: lstevenson@ulgh.org

Address: 140 Woodland St.
Hartford, Connecticut 06105

Counseling Services:

- Home Equity Conversion Mortgage Counseling
- Homebuyer Education Programs
- Marketing and Outreach Initiatives
- Mortgage Delinquency and Default Resolution Counseling
- Postpurchase Counseling
- Predatory Lending
- Prepurchase Counseling
- Renters Assistance

Languages: - Spanish

Affiliation: CONNECTICUT HOUSING FINANCE AGENCY

Website: www.ulgh.org

Agency Name: CCCS OF SOUTHERN NEW ENGLAND, A DIVISION OF MMI

Phone: 800-845-5669

Toll Free: 800-308-2227

Fax: 860-291-8483

Email: george.hill@moneymanagement.org

Address: 61 Cherry Street
Milford, Connecticut 06460

Counseling Services:

- Home Equity Conversion Mortgage Counseling
- Homebuyer Education Programs
- Loss Mitigation
- Marketing and Outreach Initiatives
- Money Debt Management
- Mortgage Delinquency and Default Resolution Counseling
- Postpurchase Counseling

- Prepurchase Counseling
 - Renters Assistance
 - Services for Homeless
Languages: - Spanish
Affiliation: MONEY MANAGEMENT INTERNATIONAL INC.
Website: <http://n/a>

Agency Name: NEIGHBORHOOD HOUSING SERVICES OF NEW BRITAIN, INC.
Phone: 860-224-2433
Toll Free:
Fax: 860-225-6131
Email: awatson@nhsnb.org
Address: 223 Broad St
 New Britain, Connecticut 06053-4107
Counseling Services: - Home Improvement and Rehabilitation Counseling
 - Homebuyer Education Programs
 - Loss Mitigation
 - Money Debt Management
 - Mortgage Delinquency and Default Resolution Counseling
 - Postpurchase Counseling
 - Prepurchase Counseling
Languages: - Spanish
Affiliation:
Website: <http://www.nhsnb.org>

Agency Name: NACA (NEIGHBORHOOD ASSISTANCE CORPORATION OF AMERICA) NEW HAVEN, CT
Phone: 203-562-6220
Toll Free: 888-297-5568
Fax:
Email: gturner@naca.com
Address: 144 Orange Street
 New Haven, Connecticut 06510
Counseling Services: - Fair Housing Assistance
 - Homebuyer Education Programs
 - Loss Mitigation
 - Money Debt Management
 - Mortgage Delinquency and Default Resolution Counseling
 - Postpurchase Counseling
 - Predatory Lending
 - Prepurchase Counseling
Languages: - English
Affiliation: NACA (NEIGHBORHOOD ASSISTANCE CORPORATION OF AMERICA)
Website: <http://www.naca.com>

Agency Name: NEIGHBORHOOD HOUSING SERVICES OF NEW HAVEN
Phone: 203-562-0598-14
Toll Free:
Fax: 203-772-2876
Email: jpaley.nhs@snet.net
Address: 333 Sherman Ave
 New Haven, Connecticut 06511-3107
Counseling Services: - Home Equity Conversion Mortgage Counseling
 - Home Improvement and Rehabilitation Counseling
 - Homebuyer Education Programs
 - Loss Mitigation
 - Money Debt Management
 - Mortgage Delinquency and Default Resolution Counseling
 - Postpurchase Counseling
 - Predatory Lending
 - Prepurchase Counseling
Languages: - Spanish
Affiliation: NEIGHBORHOOD REINVESTMENT CORPORATION
Website: <http://www.nhsfnewhaven.org>

Agency Name: OPPORTUNITIES INDUSTRIALIZATION CENTER OF NEW LONDON COUNTY, INC.
Phone: 860-447-1731
Toll Free:
Fax: 860-447-1826
Email:
Address: 106 Truman Street
 New London, Connecticut 06320
Counseling Services: - Homebuyer Education Programs
 - Money Debt Management
 - Postpurchase Counseling

- Prepurchase Counseling
Languages: - English Only
Affiliation:
Website: www.oicnlc.org

Agency Name: CCCS OF SOUTHERN NEW ENGLAND, A DIVISION OF MMI
Phone: 800-208-2227
Toll Free: 800-308-2227
Fax:
Email:
Address: 627 Route 32

Counseling Services: - Fair Housing Assistance
 - Home Equity Conversion Mortgage Counseling
 - Homebuyer Education Programs
 - Loss Mitigation
 - Money Debt Management
 - Mortgage Delinquency and Default Resolution Counseling
 - Postpurchase Counseling
 - Predatory Lending
 - Prepurchase Counseling
 - Renters Assistance

Languages: - Spanish
Affiliation: MONEY MANAGEMENT INTERNATIONAL INC.
Website: http://www.creditcounseling.org

Agency Name: CATHOLIC CHARITIES, NORWICH, CT
Phone: 860-889-8346-271
Toll Free:
Fax: 860-889-2658
Email: sylvialaudette@ccfsn.org
Address: 331 Main Street

Counseling Services: - Fair Housing Assistance
 - Homebuyer Education Programs
 - Loss Mitigation
 - Marketing and Outreach Initiatives
 - Money Debt Management
 - Mortgage Delinquency and Default Resolution Counseling
 - Prepurchase Counseling
 - Renters Assistance
 - Services for Homeless

Languages: - English Only
Affiliation: CONNECTICUT HOUSING FINANCE AGENCY
Website: http://www.ccfsn.org

Agency Name: CONNECTICUT HOUSING FINANCE AGENCY
Phone: 860-571-4396
Toll Free:
Fax: 860-257-7955
Email: maryjane.kononchik@chfa.org
Address: 999 West Street

Counseling Services: - Money Debt Management
 - Mortgage Delinquency and Default Resolution Counseling
 - Prepurchase Counseling

Languages: - Spanish
Affiliation:
Website: http://www.chfa.org

Agency Name: CCCS OF SOUTHERN NEW ENGLAND, A DIVISION OF MMI
Phone: 800-208-2227
Toll Free: 800-308-2227
Fax:
Email:
Address: 123 Prospect Street
 Stamford, Connecticut 06901

Counseling Services: - Home Equity Conversion Mortgage Counseling
 - Homebuyer Education Programs
 - Loss Mitigation
 - Marketing and Outreach Initiatives
 - Money Debt Management
 - Mortgage Delinquency and Default Resolution Counseling
 - Postpurchase Counseling

- Prepurchase Counseling
 - Renters Assistance
 - Services for Homeless
Languages: - Spanish
Affiliation: MONEY MANAGEMENT INTERNATIONAL INC.
Website: http://n/a

Agency Name: HOUSING DEVELOPMENT FUND, INC
Phone: 203-969-1830
Toll Free:
Fax: 203-323-8958
Email: jcarty@hdf-ct.org
Address: 100 Prospect Street, Suite SP-101
 Stamford, Connecticut 06901
Counseling Services: - Homebuyer Education Programs
 - Loss Mitigation
 - Mortgage Delinquency and Default Resolution Counseling
 - Postpurchase Counseling
 - Prepurchase Counseling
Languages: - Creole
 - Portuguese
 - Spanish
Affiliation: HOUSING PARTNERSHIP NETWORK
Website: http://hdf-ct.org

Agency Name: MUTUAL HOUSING ASSOCIATION OF SOUTHWESTERN CONNECTICUT
Phone: 203-359-6949-12
Toll Free:
Fax: 203-372-9794
Email:
Address: 63 Stillwater Avenue
 Stamford, Connecticut 06902
Counseling Services: - Homebuyer Education Programs
 - Loss Mitigation
 - Money Debt Management
 - Prepurchase Counseling
Languages: - English Only
Affiliation: NEIGHBORHOOD REINVESTMENT CORPORATION
Website: http://n/a

Agency Name: URBAN LEAGUE OF SOUTH WESTERN CONNECTICUT
Phone: 203-327-5810-105
Toll Free:
Fax: 203-406-0008
Email: virginial@ulswc.org
Address: 46 Atlantic Street
 Stamford, Connecticut 06901
Counseling Services: - Homebuyer Education Programs
 - Loss Mitigation
 - Postpurchase Counseling
 - Prepurchase Counseling
Languages: - English Only
Affiliation: NATIONAL URBAN LEAGUE
Website: http://n/a

Agency Name: NEIGHBORHOOD HOUSING SERVICES OF WATERBURY, INC.
Phone: 203-753-1896
Toll Free:
Fax: 203-757-6496
Email: assistant@nhswaterbury.org
Address: 139 Prospect St
 Waterbury, Connecticut 06710-2318
Counseling Services: - Home Equity Conversion Mortgage Counseling
 - Home Improvement and Rehabilitation Counseling
 - Homebuyer Education Programs
 - Loss Mitigation
 - Marketing and Outreach Initiatives
 - Money Debt Management
 - Mortgage Delinquency and Default Resolution Counseling
 - Postpurchase Counseling
 - Predatory Lending
 - Prepurchase Counseling
Languages: - Spanish
Affiliation: NEIGHBORHOOD REINVESTMENT CORPORATION

Website: <http://n/a>

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★ STAMFORD EDITION ★

STAMFORD FORECLOSURES

Vanishing neighbors

Foreclosures are on the rise as city copes with bad economy

By Elizabeth Kim
Staff Writer

STAMFORD — On the city's East Side, foreclosures tend to be quiet affairs.

No giant notices are posted for public display. Many residents are working-class renters striving to make ends meet. Others are middle-class homeowners too consumed with work and bills to keep track of the misfortunes of neighbors.

But those who have more time to hang out and seek out friends seem to sense something is changing. The community has a feeling of emptiness these days, they say.

"That house always used to have parties," said Darlin Ortiz, 16, pointing to a large home at Warren Street and Maple Avenue.

On a chilly Wednesday afternoon, her friend Cliver Rofrano, 17, stuck his head outside his car and scanned the block. He seemed to be thinking back.

"We used to be packed," he said, referring to the neighborhood.

Among the 71 foreclosures in Stamford in the past six months, 18 are scattered across the city's southeastern section. They are centered

Please see **HOUSES**, Page A5



Kathleen O'Rourke/Staff photos

A foreclosed house at 23 Warren St. on the East Side of Stamford on Friday bears such signs of abandonment as overgrown weeds and piles of mail, papers and phone books on the porch.

Funds could make foreclosed houses into homes

By Elizabeth Kim
Staff Writer



A house for sale at 33 Middlebury St. in Stamford is in foreclosure.

STAMFORD — Amid a spike in foreclosures, the city is eyeing an opportunity to ease the crisis and prepare for the next generation of low- and moderate-income homeowners.

A federal program allows eligible communities to buy foreclosed homes and resell them as affordable housing targeted to individuals who earn less than 120 percent of the area's median income. In

Stamford, that figure translates into \$140,000 a year.

In July, Congress passed a bill that included nearly \$4 million in emergency federal funding for distressed regions nationwide. Of that amount, \$25 million was allocated to Connecticut by the U.S. Department of Housing and Urban Redevelopment.

Stamford is one of 10 state municipalities vying for a slice of the state award. Other cities include Bridgeport. Please see **FUNDS**, Page A10

Curtain closes at Theatre Works

In debt, group can't give refunds to its subscribers

By Monica Potts
Staff Writer

STAMFORD — Stamford Theatre Works, a 20-year-old production company of contemporary plays that called a barn home, is shutting down, according to the president of its board of directors.

The nonprofit organization will be dissolved because it has no way to pay \$175,000 in debt, Len Vignola said.

"We don't have enough money to go forward,"

Vignola said. Four shows that were to be part of the subscription season will be canceled, he said.

Much of the debt is in advance subscriptions that will not be refunded, he said. Ticket-holders will receive letters thanking them for their donation to the organization, but there is no money to refund subscription fees, he said.

Vignola said the group had seen dwindling donations from the community, including local corporations.

"Groups like this are in trouble from Day 1," he said. "They're always trying to go from play to play, and this is the 21st year. It finally caught up with us."

The theater group, which had an annual operating cost of about \$800,000, was scheduled soon to occupy a new home in the Palace Theatre, which is owned and operated by the Stamford Center for the Arts. The SCA also has seen support slide and declared bankruptcy in August.

Please see **WORKS**, Page A10

ON THE RISE

■ From Oct. 1, 2007, to Sept. 30, 2008, the city had 105 homes fall to foreclosure. In the previous 12-month period, there were 29.

IN THE BANK

■ Of the 134 properties foreclosed since Oct. 1, 2006, 76 now are owned by banks.

BIGGEST LENDERS

■ Deutsche Bank is the lender that holds the most foreclosed properties in the city with 18. Second is U.S. Bank with nine, followed by Wells Fargo Bank with eight.



Timothy Guzza/Page layout

Funds

Continued from Page A1

Hartford, New Haven and Waterbury. HUD has mandated that all proceeds be divided according to need.

The city expects to submit an application to the state as early as January.

Mayor Dannel Malloy is cautiously optimistic about the city's chances. Compared with Bridgeport and New Haven, Stamford has had fewer foreclosures.

"I think we can make a case," Malloy said Friday, referring to seeking funds.

"But someone else is going to decide if it's a good case."

One advantage for the city is its ability to quickly identify foreclosures, said Tim Beeble, director of the city's Community Development Office. Housing records at the town

clerk's office are computerized in Stamford, making the task of identifying foreclosed homes easier. Those records are not available on computer in Bridgeport.

Of the 134 properties in Stamford that have gone to foreclosure since Oct.

1, 2006, 76 are owned by banks, according to the Community Development Office. Officials there are working to identify homes voluntarily transferred to banks by owners instead of going through foreclosure proceedings.

In all likelihood, the city would not own the properties. Instead, it would transfer ownership to nonprofit agencies such as New Neighborhoods Inc. that have experience in developing and rehabilitating housing for low- and middle-income families, Beeble said.

On Friday, Beeble and his staff looked at about eight foreclosed homes in the Cove and a dozen on the West Side. From the outside, they looked for signs of life, peering through windows and checking tags on meters to see whether the electricity had been turned off.

The federal program aims to revive or sustain existing communities. And Friday, Beeble kept his eyes open for properties that had an impact on the surrounding homes.

"Is the house clearly vacant, with overgrown grass? Is there blight bringing down the rest of the neighborhood?" Beeble said about signs of problems.

Although Stamford may not be selected to receive funding, the program has excited affordable housing advocates, including Kathleen Walsh, president and chief executive officer of the Stamford Partnership. Upon hearing about the HUD allotment, she contacted Beeble. If all goes as planned, Walsh's organization would enlist local neighborhood associations to help the city identify buyers.

"This is just one tool, but it's not a perfect tool," Walsh said. The program would not help people facing foreclosure, for example.

"But it will prove to be an effective tool in renovating homes and getting them reoccupied," she said. "It will be good for the individual, as well as good for the neighborhoods."

— Staff Writer Elizabeth Kim can be reached at elizabeth.kim@scti.com or at 964-2265.



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Works

Continued from Page A1

Vignola said the SCA's bankruptcy had no affect on Stamford Theatre Works' money problems. But he said operating in the Palace Theatre would have been even more expensive for his group than operating in their current home in the barn.

"The real challenge was not only could we not go forward now, but we didn't see how we could raise the money to meet the higher operating costs in a new theater," he said.

Construction issues and negotiations with the stagehand's union had delayed the group's move from the barn behind Sacred Heart Academy. The school is closed and is for sale.

Steve Karp, founder and producing director, declined to comment until he could speak to subscribers. Two permanent employees will lose their jobs.

The group was founded in 1988, a year after the Hartman Theater Company dissolved because of declining subscriptions.

Stamford Theatre Works was home to professionally

The ADVOCATE

Stamford may get funds to buy foreclosed homes

By Elizabeth Kim
Staff Writer

Article Launched: 11/07/2008 02:55:11 AM EST

STAMFORD - As part of a federal program to stem the foreclosure crisis, Stamford may receive more than \$2.9 million early next year to buy foreclosed homes, rehabilitate them and resell them as affordable housing.

The homes will be sold to people who earn less than 120 percent of the area's median income. That figure translates into about \$140,000 a year in lower Fairfield County, according to the U.S. Department of Housing and Urban Redevelopment.

The funding comes from a \$25 million federal grant the state was awarded in early October as part of the Housing and Economic Recovery Act.

Gov. M. Jodi Rell announced proposed allocations for seven cities - Bridgeport, Waterbury, New Haven, Stamford, Hartford, Meriden and New Britain - late Wednesday in a statement.

"Seven of our urban centers account for more than 25 percent of Connecticut's foreclosures and pre-foreclosure actions," Rell said. "These funds will have a lasting positive impact in these communities, as they will ensure up to 400 units of housing will be acquired for rehabilitation and redevelopment rather than sitting empty and idle."

Rell must submit her proposed allocation to HUD for final approval by Dec. 1. There will also be a 15-day public comment period starting Thursday.

Tim Beeble, director of the Stamford Community Development Office, said he received the news Thursday morning.

Since late last month, his office has been inspecting around 75 homes throughout the city that were identified as bank-owned foreclosure properties.

"I would say it exceeds my expectations," Beeble said about the proposed allocation.

HUD mandated that states divide up the grant according to need. Since Stamford was not among the cities with the highest rate of foreclosures, it was possible that the city might not receive any money.

As it turned out, Stamford will receive the fourth highest grant among the seven cities selected.

The largest portion went to Bridgeport, which is slated to receive \$6 million. New Britain was allocated the smallest sum, \$1.8 million.

The state plans to handle negotiations with banks to buy the foreclosed properties. Beeble said the city would enlist the aid of local nonprofit groups who have experience with buying and redeveloping homes for affordable housing.

- Staff Writer Elizabeth Kim can be reached at elizabeth.kim@scni.com or 964-2265.

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Mutual Housing Association of SWCT

HOMEBUYER'S CLUB CURRICULUM

"REALIZING THE AMERICAN DREAM"

"REALIZING THE AMERICAN DREAM"

MUTUAL HOUSING ASSOCIATION OF SWCT HOMEBUYER'S CLUB CURRICULUM

SESSION ONE: ARE YOU READY TO BUY A HOME? DURATION: 2 HRS.

1. INTRODUCTION/CURRICULUM FORMAT
2. OBJECTIVES: TO GIVE AN OVERVIEW OF THE WHOLE HOMEBUYING PROCESS
3.
 - PROS AND CONS OF RENTING VS OWNING
 - THE HOMEBUYING PROCESS
 - IS NOW THE RIGHT TIME
 - SETTING GOALS
 - HOW TO BUDGET, BUDGET, BUDGET AND SAVE
 - HOW DO YOU USE YOUR MONEY
 - THE IMPORTANCE OF BUDGETING FOR THE POTENTIAL HOMEOWNER
 - SELF-TEST: ARE YOU READY TO BUY A HOME

CLASS EXERCISES:

- MONTHLY BUDGET WORKSHEET
- DEBT PAYMENT WORKSHEET
- MONEY CONTROL WORKSHEET
- 3-MONTH SPENDING AND SAVINGS PLANNER

HOMEWORK ASSIGNMENT:

- PREPARE A REALISTIC FAMILY BUDGET
- TRACK SPENDING FOR THE 4 WEEK PERIOD
- READ CHAPTERS 1 & 2 IN "A GUIDE TO HOMEOWNERSHIP" BY FANNIE MAE

"REALIZING THE AMERICAN DREAM"

MUTUAL HOUSING ASSOCIATION OF SWCT HOMEBUYER'S CLUB CURRICULUM

SESSION TWO:

BUDGET & CREDIT II

DURATION: 2 HRS.

1. INTRODUCTION
2. OBJECTIVE: SETTING REALISTIC GOALS, THEN BUDGETING TO BRING YOU ONE STEP CLOSER TO THE "AMERICAN DREAM"
3. REVIEW OF HOMEWORK ASSIGNMENT
 - A. BUDGET & SPENDING TRACK
 - B. REVIEW QUESTIONS OF CHAPTER 1 & 2
4. BUDGET & CREDIT
 - REVIEW OF CREDIT REPORTS
 - UNDERSTANDING CREDIT REPORTS
5. WHAT TO LOOK FOR ON YOUR CREDIT REPORT AND WHAT TO DO IF YOUR CREDIT REPORT IS INCORRECT.
6. MORTGAGE PREQUALIFYING PROCESS
 - WHAT LENDERS LOOK AT WHEN DETERMINING THE MAXIMUM LOAN AMOUNT
 - TYPES OF DEBT
 - UNDERSTANDING MORTGAGE TERMINOLOGY
 - A. PITI
 - B. TYPES OF INSURANCE
 - C. PREQUALIFICATION
 - D. DOWNPAYMENT
 - E. CLOSING COSTS
 - F. EQUITY
 - G. INTEREST RATES
 - H. ESCROW ACCOUNTS
 - I. POINTS
 - J. GOOD FAITH ESTIMATE
 - K. RATIOS - HOUSING & DEBT
 - L. COMMON CHARGES
 - HOW MUCH HOUSE CAN YOU AFFORD - EXERCISE
 - CALCULATING YOUR AFFORDABLE HOUSE PAYMENT - EXERCISE
 - BUDGETING QUESTIONS TO CONSIDER
 - EXERCISE - REMEMBERING CONCEPTS
4. HOMEWORK ASSIGNMENT:
READ CHAPTERS 3 & 4 - "A GUIDE TO HOMEOWNERSHIP" BY FANNIE MAE

"REALIZING THE AMERICAN DREAM"

MUTUAL HOUSING ASSOCIATION OF SWCT HOMEBUYER'S CLUB CURRICULUM

SESSION FOUR:

SHOPPING FOR A HOME

DURATION: 2 HRS.

1. INTRODUCTION
2. OBJECTIVE: TO PROVIDE THE INFORMATION TO HELP YOU BE A SMART HOMEBUYER
3. REVIEW QUESTIONS FROM CHAPTER 5 & 6
4. YOUR HOMEBUYING TEAM:
 - A. REAL ESTATE AGENT
 - B. LENDER
 - C. ATTORNEY
 - D. ESCROW OFFICER
 - E. TITLE INSURANCE OFFICER
 - F. HOUSING INSPECTOR
 - G. APPRAISER
 - H. SURVEYOR
 - I. INSURANCE AGENT

PRESENTATION BY: - REAL ESTATE INDUSTRY

5. TYPES OF HOMES AND TYPES OF OWNERSHIPS
6. SELECTING THE RIGHT HOUSE
7. HOW MUCH YOU SHOULD PAY
8. WRITING A WINNING OFFER
9. CONTINGENCIES
10. NEGOTIATING THE BEST DEAL
11. WHAT HAPPENS FROM CONTRACT TO CLOSING
12. THE HOME SEARCH KIT: PEN, PAD, TAPE MEASURER, FLASH LIGHT & CAMERA
13. HOW TO LOOK AT HOUSES-CHECK LIST & WHAT TO LOOK FOR
 -
14. COURSE EVALUATION
15. PRESENTATION OF CERTIFICATES

"REALIZING THE AMERICAN DREAM"

MUTUAL HOUSING ASSOCIATION OF SWCT HOMEBUYER'S CLUB CURRICULUM

SESSION THREE:

DURATION: 2 HRS.

GETTING A MORTGAGE/KEEPING YOUR HOME & MANAGING YOUR FINANCES

1. INTRODUCTION
2. OBJECTIVE: GAIN AN UNDERSTANDING OF THE STEPS INVOLVED IN GETTING A MORTGAGE LOAN AND METHODS OF KEEPING YOUR HOME AND MANAGING YOUR FINANCES.
3. REVIEW QUESTIONS OF CHAPTER 3 & 4
4. PREVENTING FORECLOSURE
5. SHOPPING FOR THE RIGHT LENDER AND LOAN PRODUCT
 - DIFFERENT LOAN CATEGORIES
 - DIFFERENT TYPES OF LOANS
 - STRATEGIES FOR FINDING THE RIGHT LENDER
6. WORKING WITH A LENDER
 - GATHERING YOUR RECORDS
 - APPLYING FOR THE LOAN
 - STEPS THE LENDER TAKES TO APPROVE YOUR LOAN
 - STANDARD LOAN CONDITIONS
 - CLOSING THE LOAN
 - YOUR RIGHTS AS A LOAN CUSTOMER
7. PROVIDE COUNSELING; DOWN PAYMENT AND CLOSING COSTS ASSISTANCE -
8. KEEPING YOUR HOME & MANAGING YOUR FINANCES
 - MAKING YOUR HOME SAFE & ENERGY EFFICIENT
 - PROTECTING YOUR INVESTMENT
 - KEEPING RECORDS AND PAYING TAXES
 - UNDERSTANDING REFINANCING
 - WHAT TO DO IF YOU CAN NOT MAKE YOUR PAYMENTS
9. HOMEWORK ASSIGNMENT:
 - ATTEND TWO (2) OPEN HOUSESREAD CHAPTERS 5 & 6 "A GUIDE TO HOMEOWNERSHIP" BY FANNIE MAE
 -

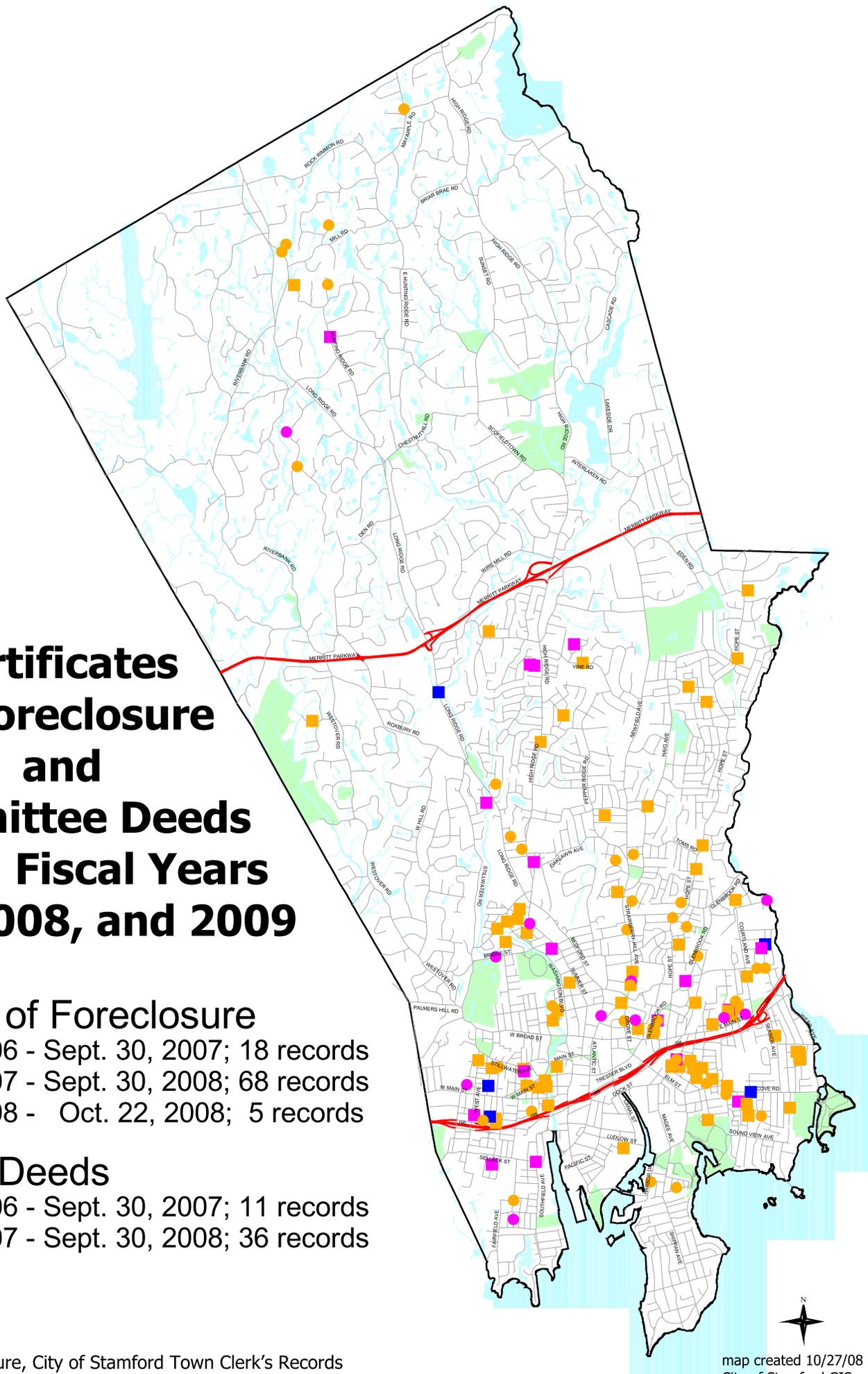
Certificates of Foreclosure and Committee Deeds Federal Fiscal Years 2007, 2008, and 2009

Certificates of Foreclosure

- Oct. 1, 2006 - Sept. 30, 2007; 18 records
- Oct. 1, 2007 - Sept. 30, 2008; 68 records
- Oct. 1, 2008 - Oct. 22, 2008; 5 records

Committee Deeds

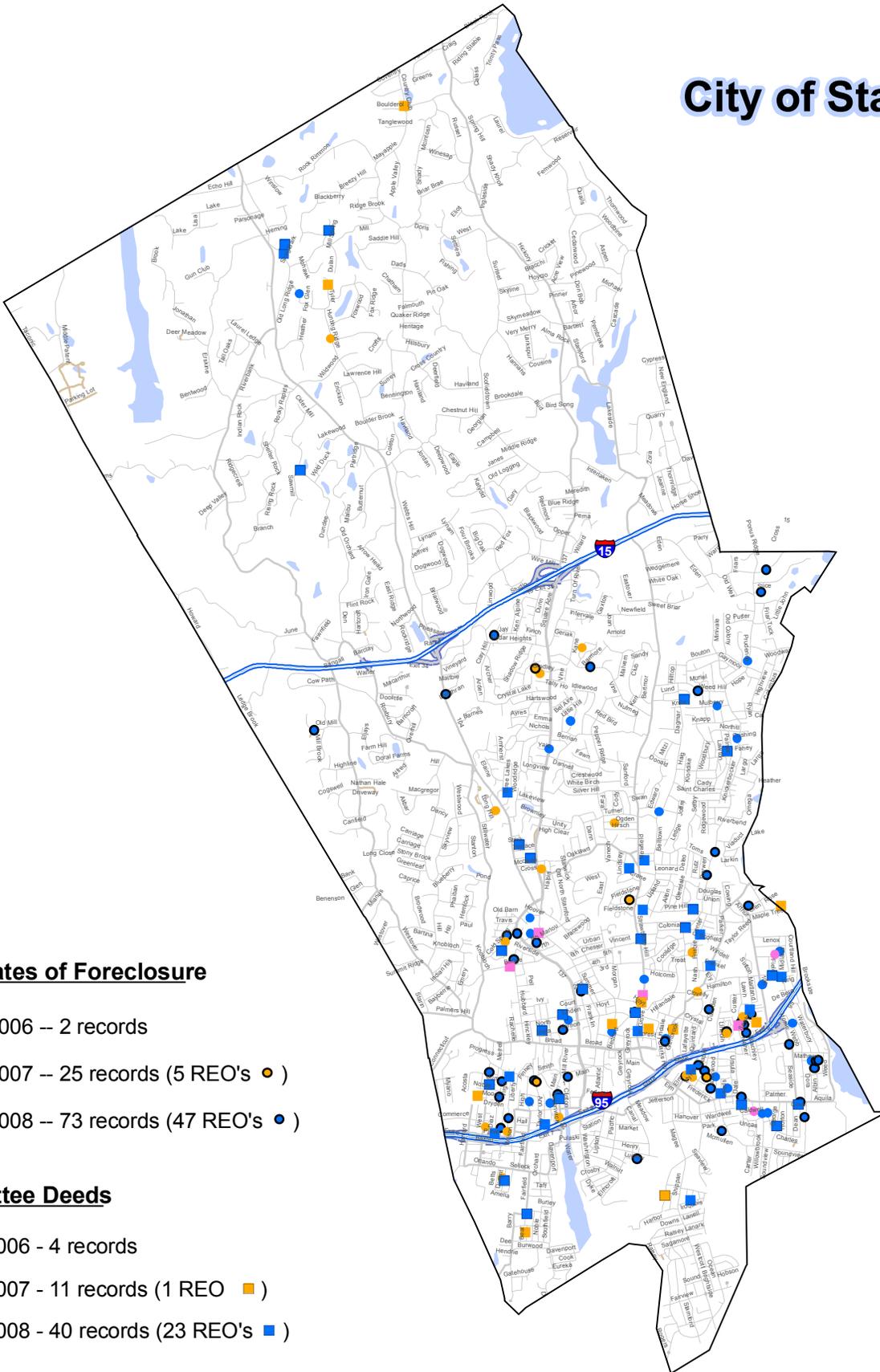
- Oct. 1, 2006 - Sept. 30, 2007; 11 records
- Oct. 1, 2007 - Sept. 30, 2008; 36 records



Sources:
 Certificates of Foreclosure, City of Stamford Town Clerk's Records
 Committee Deeds, City of Stamford Town Clerk's Records

map created 10/27/08
 City of Stamford GIS

City of Stamford



Certificates of Foreclosure

- 2006 -- 2 records
- 2007 -- 25 records (5 REO's ●)
- 2008 -- 73 records (47 REO's ●)

Committee Deeds

- 2006 - 4 records
- 2007 - 11 records (1 REO ■)
- 2008 - 40 records (23 REO's ■)



Source: City of Stamford
 155 records geocoded -- 154 address matched (no match for 104 Woodside Green)



L. Zajac
 January 2009

Stamford, CT

Committee Deeds

	2006	2007	2008
January			
February		1	4
March		2	4
April		1	2
May		1	5
June		1	3
July			3
August			5
September			5
October	1	2	1
November	1	1	1
December	<u>2</u>	<u>2</u>	<u>7</u>

	2006	2007	2008
Total by year	4	11	40
# REO's	4	1	23

Certificates of Foreclosure

	2006	2007	2008
January		2	3
February		1	7
March		1	1
April		1	4
May		1	7
June		5	10
July		2	9
August			7
September		2	10
October	2	3	8
November		5	5
December		<u>2</u>	<u>2</u>

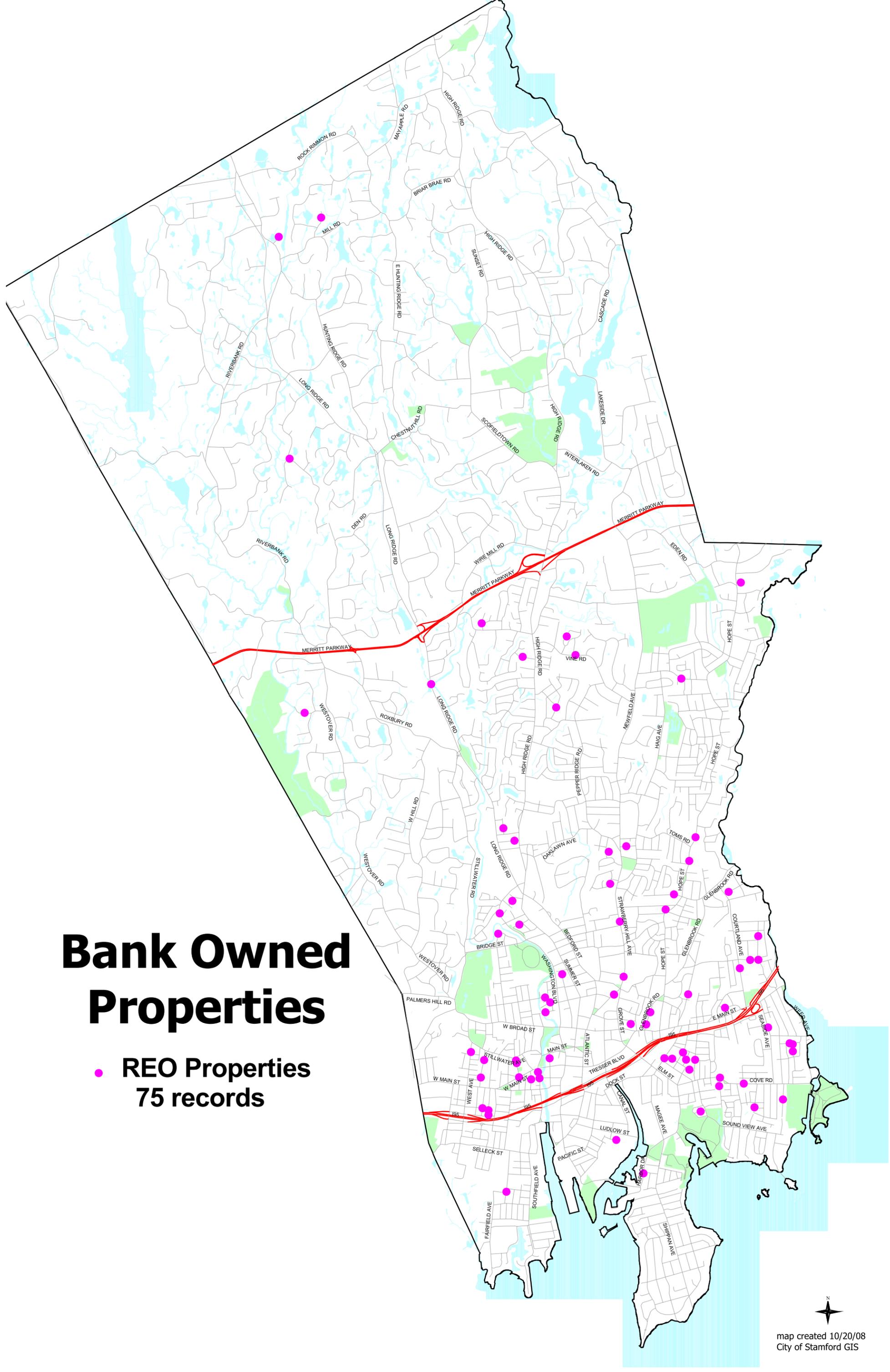
	2006	2007	2008
Total by year	2	25	73
# REO's	0	5	47

Addresses not included due to doc type:

40 Orchard Street

9 Dean Street

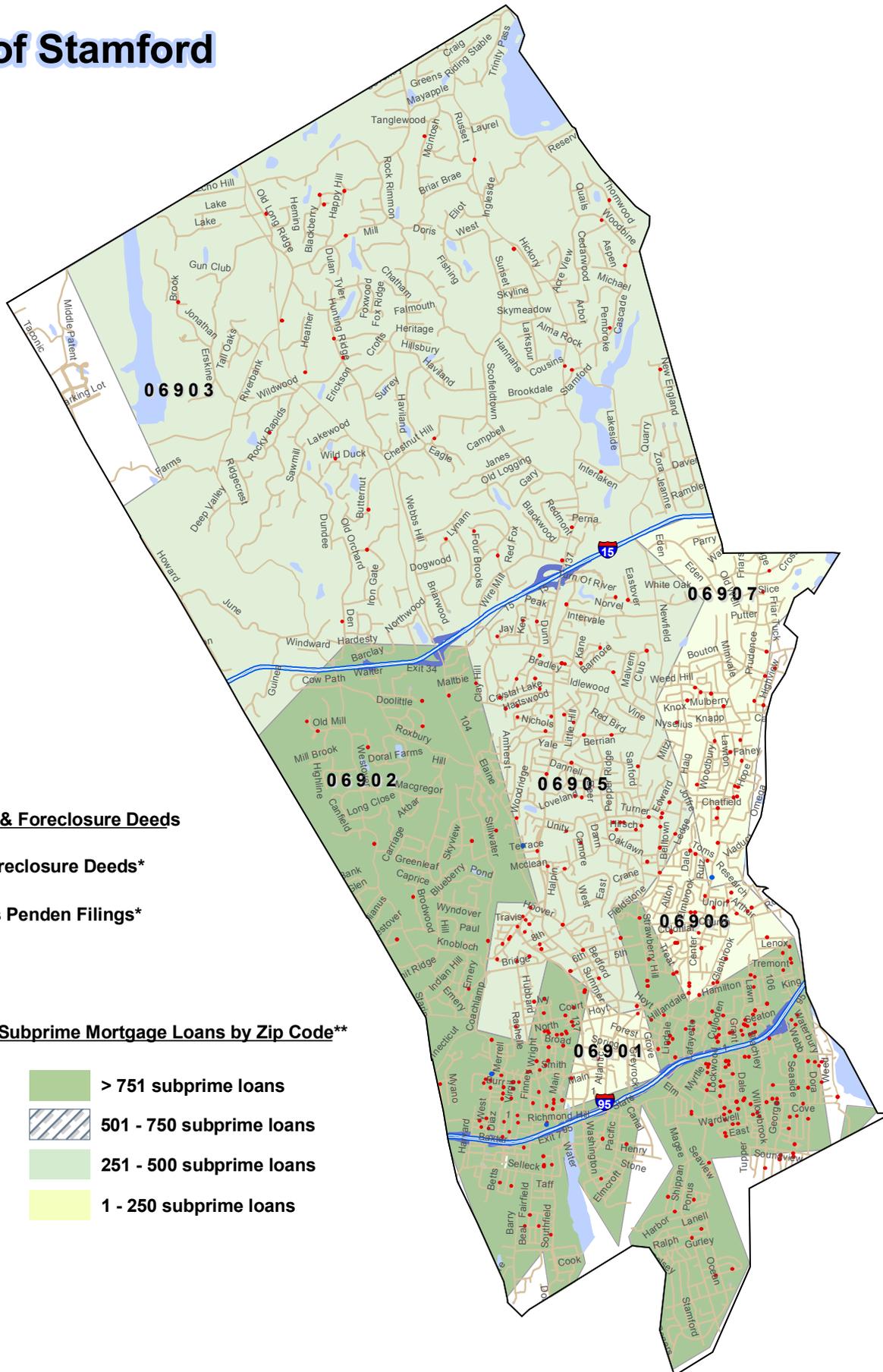
33 Caldwell Avenue



Bank Owned Properties

● REO Properties
75 records

City of Stamford



Lis Pendens & Foreclosure Deeds

- Foreclosure Deeds*
- Lis Penden Filings*

Subprime Mortgage Loans by Zip Code**

- > 751 subprime loans
- 501 - 750 subprime loans
- 251 - 500 subprime loans
- 1 - 250 subprime loans

Source:

* Warren Group (data captured through 2008)

** Loan Performance (data captured through 06.30.2008)



Foreclosure Deeds¹ & Lis Penden² Filings

Detail Analysis

portrayed on map		
Housing Type	# Foreclosure Deed Filings:	# Lis Penden Filings
Single family residence	2	229
2-4 family residence	1	91
Condominium	<u>1</u>	<u>94</u>
Total filings	4	414

Glossary:

Foreclosure Deeds:

These deeds transfer title to the lender after the mortgage is **foreclosed** (unless there is a higher bidder at the auction.) The amount in these transactions is usually the amount of the outstanding mortgage that was foreclosed. There are two types of foreclosure deeds:

FC - Strict Foreclosure - There was no possibility of equity return to the homeowner, so the court orders a straight transfer of ownership from the borrower (owner) to the lender for \$0 consideration.

CM - Committee Deed - The house is sold (foreclosed) at an auction. On these transactions, frequently, the sellers #1 and #2 are notated as the current owner and the lender.

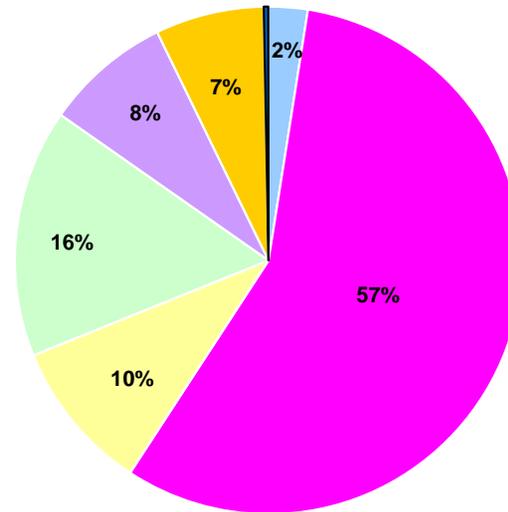
Lis Penden Filings:

Indicates a pending legal action against the property owner. It is NOT a guarantee of pre-foreclosure activity. However, the listings between a property owner and a mortgage lender most likely are.

Subprime³ Mortgage Loans

Detail Analysis by Zip Code

Zip Code	# loans
06901	67
06902	1,571
06903	272
06905	436
06906	228
06907	188
<u>not populated</u>	<u>9</u>
Total	2,771



¹Foreclosure Deeds data source -- Warren Group

²Lis Penden filings data source --

³Subprime data source -- Loan Performance

Stamford, Connecticut
Area Profile* by Census Tract

Census Tract	Tract Median Family Income %	2008 HUD Estimated Median Family Income	2008 Estimated Census Tract Median Family Income	2000 Tract Median Family Income	Tract Population	Tract Minority %	Minority Population	Total Housing Units	Owner Occupied Units	Renter Occupied Units	Vacant Units	1- to 4-Family Units
0201.00	52.57	\$97,500	\$51,256	\$40,655	3,890	62.54	2,433	1,967	175	1,723	69	226
0202.00	171.84	\$97,500	\$167,544	\$132,890	3,674	9.47	348	1,326	1,233	37	56	1,326
0203.00	173.17	\$97,500	\$168,841	\$133,918	7,275	10.64	774	2,510	2,333	109	68	2,510
0204.00	140.33	\$97,500	\$136,822	\$108,518	3,576	10.07	360	1,261	1,195	39	27	1,261
0205.00	167.24	\$97,500	\$163,059	\$129,327	4,920	13.25	652	1,792	1,575	175	42	1,665
0206.00	112.86	\$97,500	\$110,039	\$87,279	4,662	16.62	775	1,702	1,505	163	34	1,689
0207.00	113.77	\$97,500	\$110,926	\$87,982	4,326	10.15	439	1,575	1,344	216	15	1,469
0208.00	135.19	\$97,500	\$131,810	\$104,542	2,745	10.46	287	969	924	32	13	969
0209.00	90.58	\$97,500	\$88,316	\$70,048	4,366	20.20	882	1,970	1,214	718	38	1,215
0210.00	110.43	\$97,500	\$107,669	\$85,398	3,269	18.35	600	1,247	994	239	14	1,184
0211.00	91.40	\$97,500	\$89,115	\$70,684	5,516	25.34	1,398	2,409	1,329	1,027	53	1,663
0212.00	116.80	\$97,500	\$113,880	\$90,323	4,133	17.78	735	1,764	1,494	209	61	1,347
0213.00	82.25	\$97,500	\$80,194	\$63,603	3,825	40.03	1,531	1,556	1,037	470	49	1,209
0214.00	49.27	\$97,500	\$48,038	\$38,100	6,357	72.66	4,619	2,283	584	1,599	100	1,267
0215.00	49.18	\$97,500	\$47,951	\$38,030	6,918	88.65	6,133	2,270	517	1,652	101	1,391
0216.00	95.25	\$97,500	\$92,869	\$73,657	6,343	45.53	2,888	3,652	663	2,622	367	421
0217.00	62.47	\$97,500	\$60,908	\$48,308	5,977	51.18	3,059	3,450	753	2,339	358	508
0218.01	87.67	\$97,500	\$85,478	\$67,794	4,274	33.72	1,441	1,845	1,182	615	48	988
0218.02	70.83	\$97,500	\$69,059	\$54,773	5,606	58.44	3,276	2,098	1,154	865	79	1,318
0219.00	85.63	\$97,500	\$83,489	\$66,220	5,346	25.38	1,357	2,237	1,287	905	45	1,800
0220.00	66.65	\$97,500	\$64,984	\$51,538	2,761	47.16	1,302	1,169	583	560	26	829
0221.00	78.25	\$97,500	\$76,294	\$60,515	6,984	56.94	3,977	2,600	924	1,617	59	1,603
0222.00	42.43	\$97,500	\$41,369	\$32,813	3,122	82.64	2,580	994	143	788	63	592
0223.00	64.22	\$97,500	\$62,615	\$49,659	4,836	70.33	3,401	1,722	752	885	85	1,210
0224.00	161.03	\$97,500	\$157,004	\$124,525	2,382	9.49	226	949	822	79	48	949

* Source: Federal Financial Institution Examinations Council (FFIEC) 2008 Census Report

City of Stamford

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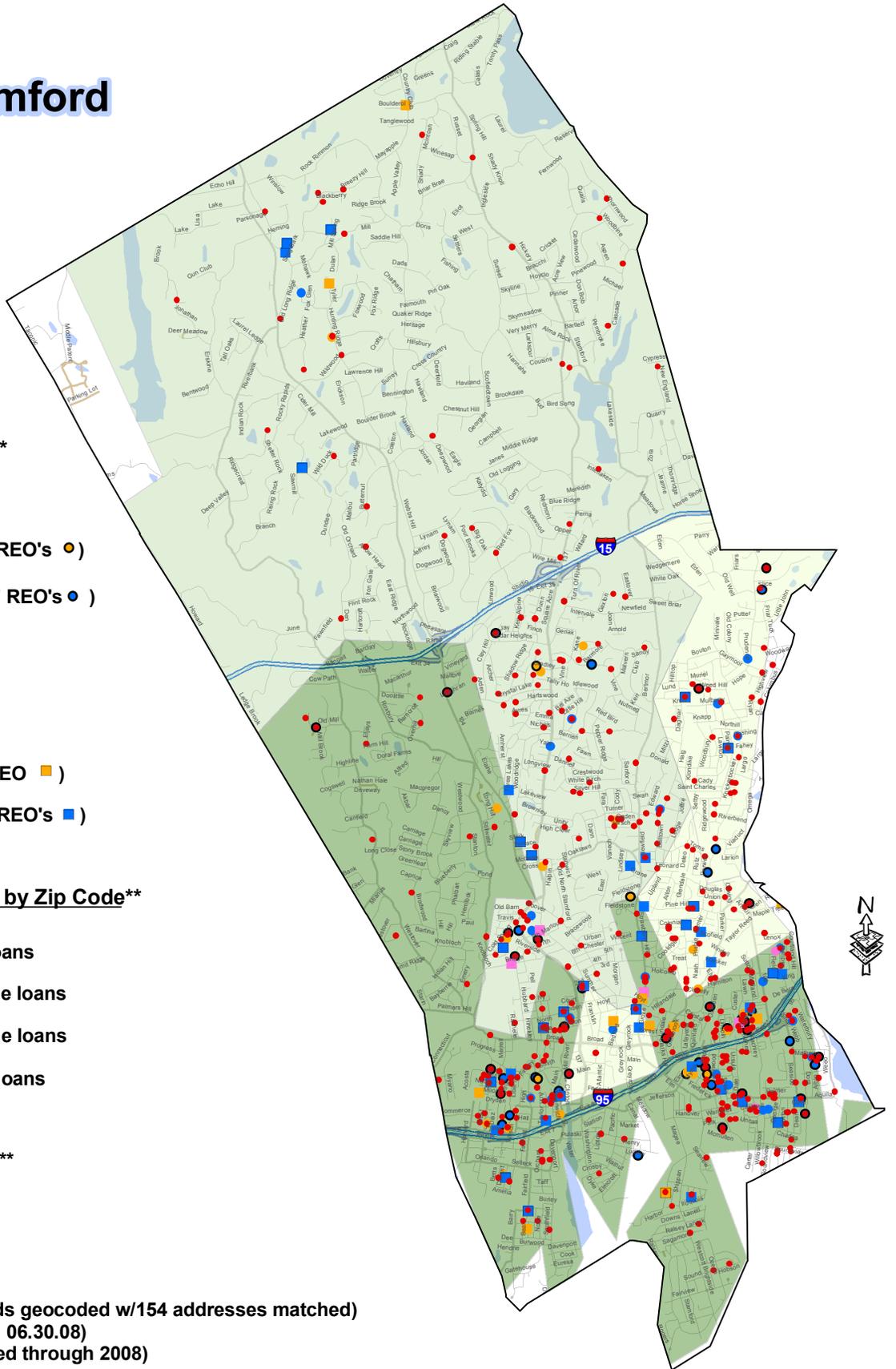
Committee Deeds*

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Subprime Mortgage Loans by Zip Code**

- > 751 subprime loans
- 501 - 750 subprime loans
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● Lis Penden Filings***



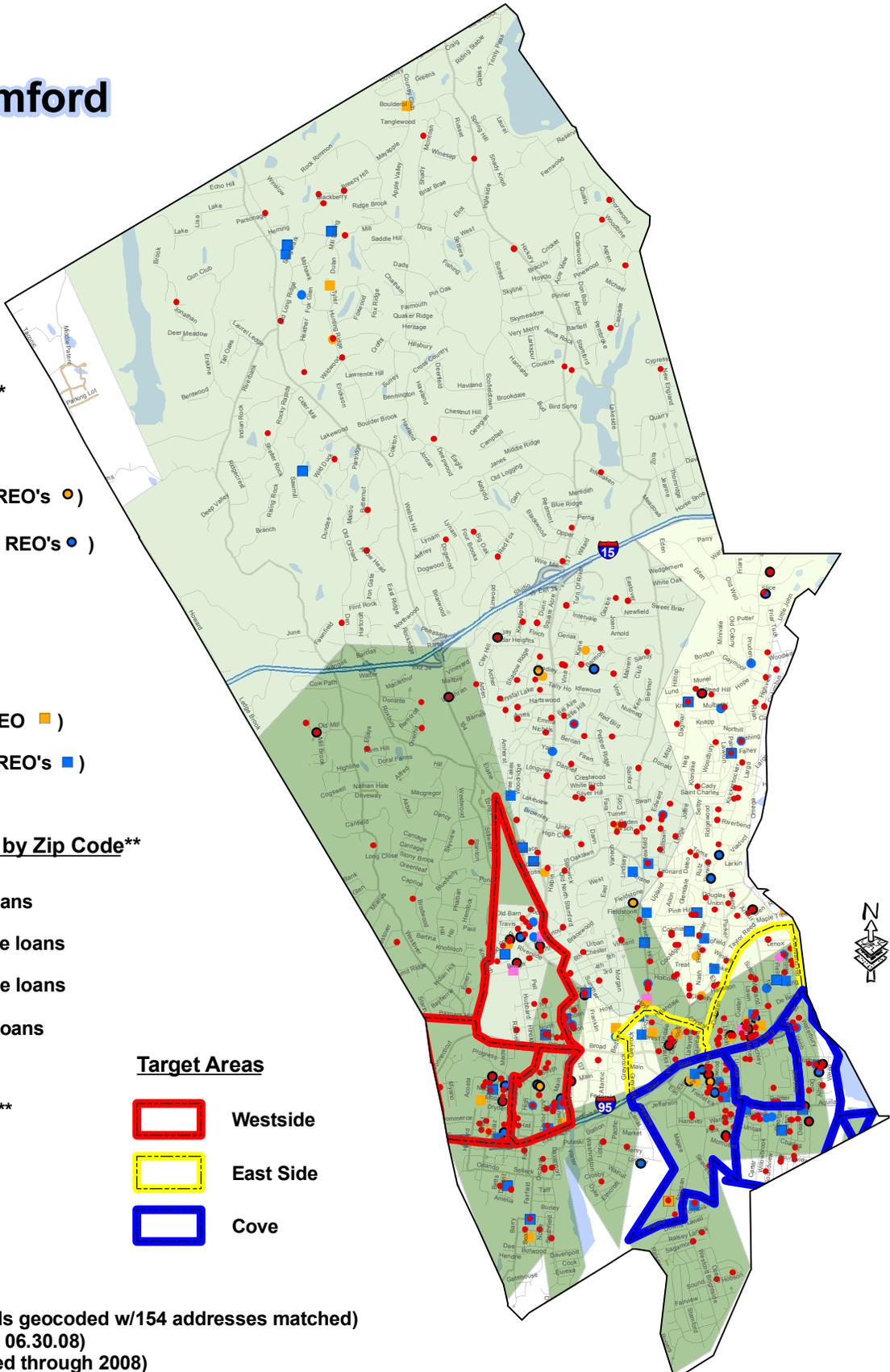
Source:
 * City of Stamford (155 records geocoded w/154 addresses matched)
 ** Loan Performance (through 06.30.08)
 *** Warren Group (data captured through 2008)

Note: This map has been prepared for informational and visual purposes only. Lis Penden and Sub Prime locations are based solely on data collected and received by the Warren Group© and Loan Performance© and do not constitute an all-inclusive list of distressed properties.



L. Zajac
 January 2009

City of Stamford



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Target Areas

- Lis Penden Filings***
- Westside
- East Side
- Cove

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L. Zajac
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City of Stamford

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L. Zajac
 January 2009



City of Stamford

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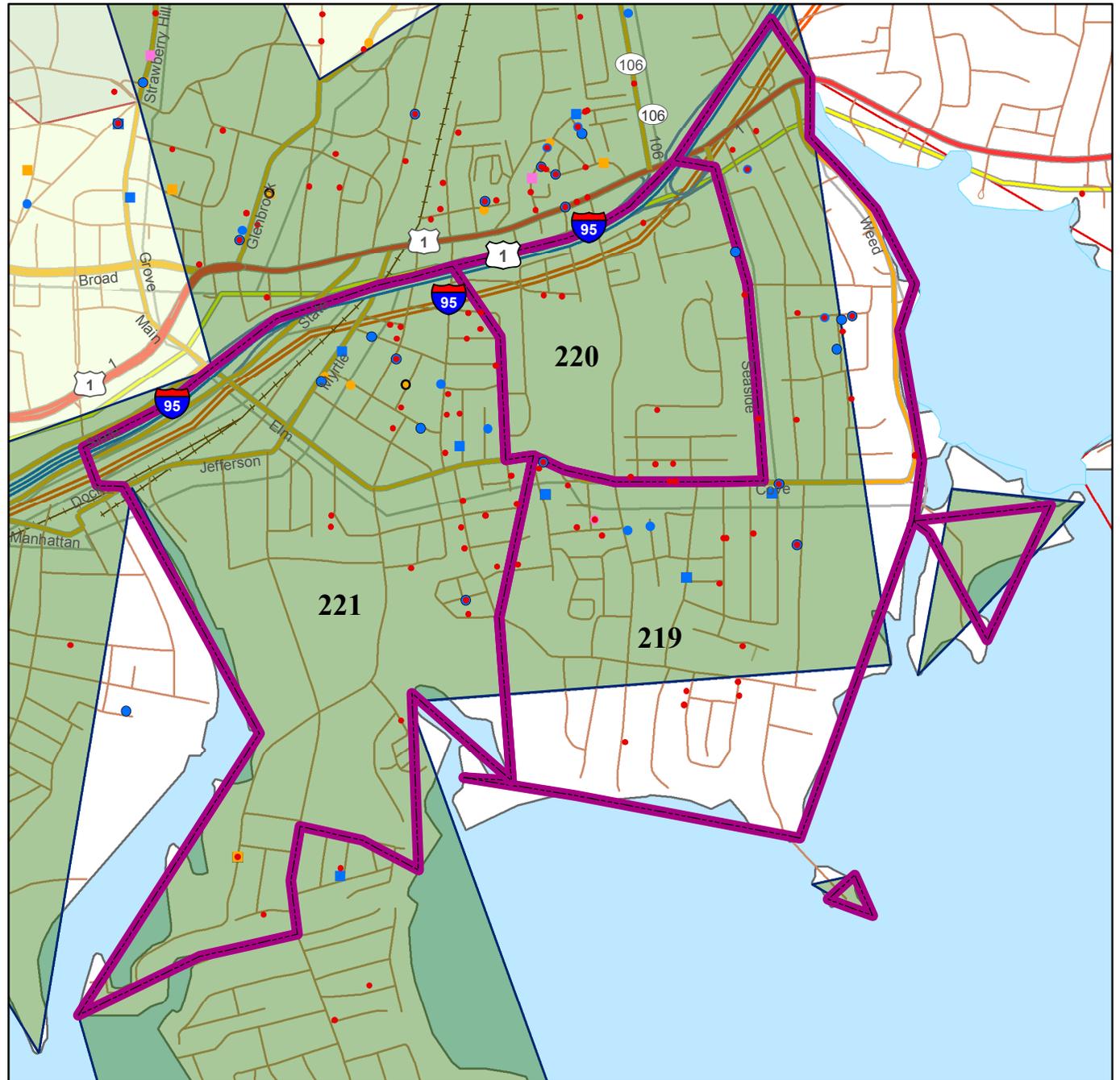
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- Lis Penden Filings***

Target Area

- ▭ Cove (Census Tracts 221, 220, 219)



Source:

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** Loan Performance (through 06.30.08)

*** Warren Group (data captured through 2008)

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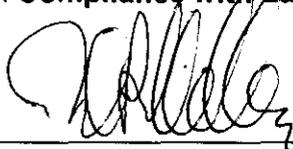
L. Zajac
January 2009

CERTIFICATIONS

1. **Affirmatively Furthering Fair Housing:** The subrecipient will affirmatively further fair housing, which means that it will conduct an analysis to identify impediments to fair housing choice within the subrecipient, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting the analysis and actions in this regard.
2. **Anti-Lobbying:** The subrecipient will comply with restrictions on lobbying required by 24 CFR Part 87, together with disclosure forms, if required by that part.
3. **Authority of Subrecipient:** The subrecipient possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations and other program requirements.
4. **Consistency with Plan:** The housing activities to be undertaken with NSP funds are consistent with the State of Connecticut Consolidated Plan, which means that NSP funds will be used to meet the congressionally identified needs of abandoned and foreclosed homes in the targeted area set forth in the State's substantial amendment.
5. **Acquisition and Relocation:** The subrecipient will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601), and implementing regulations at 49 CFR part 24, except as those provisions are modified by the Notice for the NSP program published by HUD.
6. **Section 3:** The subrecipient will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR part 135.
7. **Following Plan:** The subrecipient is following the current State Consolidated Plan that has been approved by HUD.
8. **Use of Funds in 18 Months:** The subrecipient will comply with Title III of Division B of the Housing and Economic Recovery Act of 2008 by using, as defined in the Federal Register Notice of October 6, 2008, all of its NSP funds within 18 months from the date HUD signs contract with the State of Connecticut.
9. **Use NSP Funds ≤ 120% of AMI:** The subrecipient will comply with the requirement that all of the NSP funds made available to it will be used with respect to individuals and families whose incomes do not exceed 120% of AMI.
10. **Assessments:** The subrecipient will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed 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. However, if NSP funds are used to pay the proportion of a fee or assessment attributable to the capital costs of public improvements (assisted in part with NSP funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed

by a source other than CDBG funds. In addition, with respect to properties owned and occupied by moderate-income (but not low-income) families, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than NSP funds if the subrecipient certifies that it lacks NSP or CDBG funds to cover the assessment.

11. **Excessive Force:** The subrecipient certifies that it has adopted and is enforcing: (1) a policy prohibiting the use of excessive force by law enforcement agencies within its subrecipient against any individuals engaged in non-violent civil rights demonstrations; and (2) a policy of enforcing applicable State and local laws against physically barring entrance to or exit from, a facility or location that is the subject of such non-violent civil rights demonstrations within its subrecipient.
12. **Compliance with Anti-Discrimination Laws:** The NSP grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Fair Housing Act (42 U.S.C. 3601-3619), and implementing regulations.
13. **Compliance with Lead-based Paint Procedures:** The activities concerning lead-based paint will comply with the requirements of part 35, subparts A, B, J, K, and R of this title.
14. **Compliance with Laws:** The subrecipient will comply with applicable laws.



Signature/Authorized Official
Dannel P. Malloy
Mayor

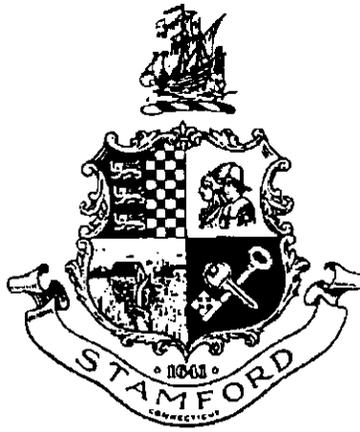
Title

January 20, 2009
Date

Approved by _____
City of Chicago
Corporation Counsel

By *DM*

Date 12-11-08



CERTIFICATE OF INCUMBENCY

I, Donna M. Loglisci, City and Town Clerk of the City of Stamford, hereby certify that Dannel P. Malloy was elected Mayor of the City of Stamford at the November 8, 2005 election and currently holds the office of Mayor of the City of Stamford.

I also hereby certify that the following is a true and correct transcript and copy of Sec. C3-10-12 of the Stamford Charter.

Sec.C 3-10-12 Execution of Deeds and Contracts

The Mayor, on behalf of and in the name of the City, shall execute all deeds and contracts made by the City, and shall cause the seal of the City to be affixed thereto.

IN WITNESS WHEREOF, the undersigned has affixed her signature and the corporate seal of the City of Stamford this 20th day of January 200⁹.



Donna M. Loglisci
City and Town Clerk

LOCAL ACTION PLANS

SUBMISSION CHECKLIST

For the purposes of expediting review, DECD requires that each community submit the following checklist along with its Local Action Plan.

Subrecipient(s): <u>City of Stamford</u> <i>(identify lead entity in case of joint agreements)</i>	NSP Contact Person: Timothy R. Beeble Address: 888 Washington Blvd. Telephone: 203-977-4864
Subrecipient Web Address: http://www.cityofstamford.org/content/25/52/131/144/358/default.aspx	Fax: 203-977-4775 Email: tbeeble@ci.stamford.ct.us

The elements in the substantial amendment required for the Neighborhood Stabilization Program are:

A. IDENTIFICATION OF AREAS OF GREATEST NEED

Does the submission include summary needs data identifying the geographic areas of greatest need within the community?

Yes No . Verification found on page 1-9.

B. PROGRAM NARRATIVE AND USES OF FUNDS

Does the Program Narrative include:

- How local program will meet or exceed the goals and guiding principles in the State's 2008 Action Plan Substantial Amendment for the Neighborhood Stabilization Program?
Yes No . Verification found on page 14-20.
- Describe community needs and provide a rationale for neighborhood selection?
Yes No . Verification found on page 1-6.
- Identify proposed distribution of NSP funds by eligible activity?
Yes No . Verification found on page 26.
- Establish goals and timeframes for each activity, consistent with the performance indicators in the State's 2008 Action Plan Substantial Amendment for the Neighborhood Stabilization Program?
Yes No . Verification found on page 39 & LAP Section I (Spreadsheet).
- Demonstrate how the community will meet the DECD set-aside requirement that at least 30% of any funds awarded must serve households with incomes at or below 50% of AMI?
Yes No . Verification found on page 20 & 25.

- Describe the methodology used to determine “net realizable value”, consistent with HERA and Federal Register Notice, if the community does not choose the 15% aggregate discount rate, to determine an appropriate purchase price for homes and residential properties that have been abandoned or foreclosed?
 Yes No . Verification found on page 21.
- Describe the efforts to minimize displacement and relocation; and seek to maintain occupancy of tenants in good standing?
 Yes No . Verification found on page 21.
- Demonstrate mechanisms to insure long-term affordability and monitoring to insure compliance?
 Yes No . Verification found on page 21.
- Demonstrate administrative mechanisms to ensure that the homebuyer obtains a mortgage loan from a lender who agrees to comply with the bank regulators’ guidance for non-traditional mortgages?
 Yes No . Verification found on page 22.
- Identify the staff and consultants to be used to administer and implement NSP-activities
 Yes No . Verification found on page 22.
- Identify the staff and consultants to be used to administer and implement NSP-activities and whether they are using existing or new hires?
 Yes No . Verification found on page 22.
- Identify any local partners to be used to implement NSP-activities; and their experience in administering such activities?
 Yes No . Verification found on page 24.
- How NSP funds will be used to further fair housing goals identified in the community’s Analysis of Impediments (AI) to Fair Housing, or the State’s AI?
 Yes No . Verification found on page 25.

For second tier communities does the Program Narrative address, to the extent practicable:

- **Racial Integration:** How the choice of neighborhoods and specific locations address the impediments to fair housing choice (as outlined in the state or local Analysis of Impediments) and what affirmative fair housing marketing and tenant/homeowner outreach and selection processes will be put in place to promote integration?
 Yes No . Verification found on page _____.
- **Leveraging of NSP Funds:** How the community will leverage local resources, both public and private, in order to maximize the neighborhood impact?
 Yes No . Verification found on page _____.

C. DEFINITIONS AND DESCRIPTIONS

For the purposes of the NSP, does the narrative include:

- A definition of “blighted structure” in the context of state or local law,
Yes No . Verification found on page 27
- A definition of “affordable rents,”
Yes No . Verification found on page 27
- A definition of “abandoned structure,”
Yes No . Verification found on page 27
- A definition of “foreclosed property,”
Yes No . Verification found on page 27
- A definition of “current market appraised value,”
Yes No . Verification found on page 27
- A description of housing rehabilitation standards that will apply to NSP-assisted activities?
Yes No . Verification found on page 27
- A description of how the community will ensure continued affordability for NSP-assisted housing,
Yes No . Verification found on page 27
- A description of the community’s minimum period of affordability in years that will apply to NSP-assisted activities?
Yes No . Verification found on page 27

D. LOW INCOME TARGETING

- Has the community described how it will meet the DECD’s requirement that at least 30% of funds must be used to purchase and redevelop abandoned or foreclosed upon homes or residential properties for housing individuals and families whose incomes do not exceed 50% of AMI?
Yes No . Verification found on page 28.
- Has the community identified how the estimated amount of NSP funds made available by DECD will be used to purchase and redevelop abandoned or foreclosed upon homes or residential properties for housing individuals or families whose incomes do not exceed 50% of AMI?
Yes No . Verification found on page 28.
Amount budgeted = \$875,000.00.

E. ACQUISITIONS & RELOCATION

Does community plan to demolish or convert any low- and moderate-income dwelling units?
Yes No . (If No, continue to next heading)
Verification found on page 29.

If Yes, does the Local Action Plan include:

- The number of low- and moderate-income dwelling units, i.e., ≤ 80% of AMI, reasonably expected to be demolished or converted as a direct result of NSP-assisted activities?
Yes No . Verification found on page _____.
- The number of NSP affordable housing units made available to low-, moderate-, and middle-income households, i.e., ≤ 120% of AMI, reasonably expected to be produced by activity and income level, by each NSP activity providing such housing (including a proposed time schedule for commencement and completion)?
Yes No . Verification found on page _____.
- The number of dwelling units reasonably expected to be made available for households whose income does not exceed 50% of AMI?
Yes No . Verification found on page _____.
- If applicable, is a copy of Relocation Plan is attached?
Yes No . Verification found on page _____.

F. PUBLIC CONSULTATION & PARTNERSHIP PROCESS

Does the Local Action Plan describe public consultation and partnership process undertaken in the development of the plan; and partnerships anticipated to implement the local plan?

Yes No . Verification found on page 30.

G. INFORMATION BY ACTIVITY

Does the submission contain information by activity describing how the community will use the funds, identifying:

- Eligible use of funds under NSP,
Yes No . Verification found on page 32-38.
- Correlated eligible activity under CDBG,
Yes No . Verification found on page 32-38.
- Areas of greatest need addressed by the activity or activities,
Yes No . Verification found on page 32-38.
- Expected benefit to income-qualified persons or households or areas,
Yes No . Verification found on page 32-38.
- Does the applicant indicate which activities will count toward the DECD's requirement that at least 30% of NSP funds must be used to purchase and redevelop abandoned or foreclosed upon homes or residential properties for housing individuals and families whose incomes do not exceed 50% of AMI?
Yes No . Verification found on page 38.
- Appropriate performance measures for the activity,

Yes No Verification found on page 32-38.

- Amount of funds budgeted for the activity,
Yes No Verification found on page 32-38.
- Name, location and contact information for the entity that will carry out the activity,
Yes No Verification found on page 32-38.
- Expected start and end dates of the activity?
Yes No Verification found on page 32-38.
- If the activity includes acquisition of real property, the discount required for acquisition of foreclosed upon properties,
Yes No Verification found on page 33.
- If the activity provides financing, the range of interest rates (if any),
Yes No Verification found on page 36.
- If the activity provides housing, duration or term of assistance,
Yes No Verification found on page 34.
- Tenure of beneficiaries (e.g., rental or homeownership),
Yes No Verification found on page 32.
- Does it ensure continued affordability?
Yes No Verification found on page 38.

C. TOTAL BUDGET

Does the Local Action Plan include all sources and uses?

Yes No Verification found on page 39.

D. PERFORMANCE MEASURES

If different than the State's plan, does the Local Action Plan include timelines and performance measures?

Yes No Verification found on page LAP Section I.

E. ATTACHMENTS

If applicable, does the Local Action Plan include all necessary attachments?

Yes No Verification found on page 40.

F. CERTIFICATIONS

The following certifications are complete and accurate:

- | | | |
|--|---|-----------------------------|
| 1. Affirmatively furthering fair housing | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2. Anti-lobbying | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 3. Authority of Subrecipient | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

- | | | |
|--|---|-----------------------------|
| 4. Consistency with Plan | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 5. Acquisition and relocation | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 6. Section 3 | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 7. Following Plan | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 8. Use of funds in 18 months | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 9. Use NSP funds ≤ 120% of AMI | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 10. No recovery of capital costs through special assessments | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 11. Excessive Force | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 12. Compliance with anti-discrimination laws | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 13. Compliance with lead-based paint procedures | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 14. Compliance with applicable laws | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

G. AUTHORIZING RESOLUTION

Does the Local Action Plan include an authorizing resolution?
 Yes No . Verification found on page _____.

H. CHECKLIST

Does the submission include a completed Checklist?
 Yes No . Verification found on page _____.