

ATTACHMENT A  
**PARTNER DOCUMENTATION**

AttAPartnerDocumentation  
AttAPartnerDocumentation.pdf

U.S Department of Housing & Urban Development's  
**NATIONAL DISASTER RESILIENCE COMPETITION**

**APPLICANT: THE STATE OF CONNECTICUT  
PHASE II APPLICATION**

October 27, 2015

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## Dannel P. Malloy

GOVERNOR  
STATE OF CONNECTICUT

October 23, 2015

The Honorable Julián Castro  
Secretary  
U.S. Department of Housing and Urban Development  
451 7th Street S.W.  
Washington, DC 20410

Dear Secretary Castro:

I write to express my strong support for the State of Connecticut's Phase 2 application for the National Disaster Resilience Competition and to thank you and the Department of Housing and Urban Development (HUD) for your continued partnership during our recovery from Hurricane Sandy. Our application represents months of work and collaboration among senior officials in my administration, local government leaders, non-governmental organizations, academics, scientists and our citizenry to produce a plan to rebuild and make more resilient not just our most severely affected communities, but to provide a template for such work in communities throughout the state.

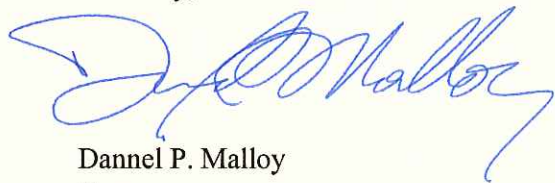
Our application is a key element of a larger statewide effort to build a resilient future in Connecticut. This effort is being administered by a permanent interagency task force – State Agencies Fostering Resilience (SAFR) – established to organize the state's longer-term response to Hurricane Sandy. SAFR is coordinating not just the state's efforts, but engaging with all stakeholders to improve communication, understanding, and planning so that we are better prepared for the next severe weather event. SAFR also is laying the foundation for a transformative statewide resilience action plan. We will test solutions in two communities severely affected by Hurricane Sandy and will use the lessons learned from these pilots to implement resilience plans in every municipality in New Haven and Fairfield Counties, who were hardest hit by Sandy. Longer-term, I have charged SAFR with creating a Statewide Resilience Roadmap to ensure that all our agency capital programs, policies and plans incorporate resilient solutions and that this work supports our local governments as they develop and implement their own municipal resilience plans.

The SAFR-CT Resilience mission is predicated on two key principles that form the foundation of its approach: Resilient Transit Oriented Development (TOD) and Resilient Corridors. Increasing investment in identified TOD resilience zones provides an opportunity to increase economic resilience by strongly tying back to the regional transportation network and regional economic opportunities. Resilient corridors connect communities and regions and create opportunities for ecological and economic investment that will help communities, especially the coastal and riverine communities of the state vulnerable to flooding. These concepts are being implemented in our pilot projects in the cities of New Haven and Bridgeport by using innovative, layered strategies of coastal protection, storm water management and green infrastructure tied back to transit hubs that protect while establishing a continued long-term relationship to water.

The State of Connecticut faces significant economic, social, and environmental risks from extreme weather events including tropical storms, hurricanes, high winds, extreme heat, storm surges, flooding, blizzards, ice storms and slow onset events such as sea level rise. Indeed, of the twenty presidentially declared disasters in Connecticut since 1954, six have come in the last five years, including Hurricane Sandy. Consequently, I've committed my Administration to preparing for and mitigating such risks. As a result of our Connecticut Climate Preparedness Plan, we are implementing adaptation strategies addressing public health, infrastructure, natural resources, and agriculture. We established the Connecticut Institute for Resilience and Climate Adaptation (CIRCA) to enhance our scientific understanding of a changing climate on coastal and inland floodplain communities and ecosystems and to develop best practices to build climate resilience. We are implementing a statewide microgrid program to ensure local distributed energy generation for critical infrastructure and public services. We capitalized the nation's first Green Bank, leveraging private capital to accelerate the deployment of more renewable and clean power sources and diversify our energy portfolio. We created a low interest loan program (Shore Up CT) to prevent or mitigate flooding of homes and businesses. We've invested almost a half a billion dollars to revitalize and build affordable housing, public housing, and supportive housing and will eliminate chronic homelessness by the end of this year. That housing is supported by a significantly increased investment in our multi-modal transportation system that emphasizes transit oriented development and ensures redundancies to critical arteries connecting New England to the mid-Atlantic states.

Resilient communities are better able to resist and rapidly recover from all-hazard events and shocks with less disruption to the health, safety, and quality of life of residents. Thank you for this opportunity to enhance our efforts to make Connecticut safer for all our residents.

Sincerely,



Dannel P. Malloy  
Governor

STATE OF CONNECTICUT  
BY HIS EXCELLENCY  
DANNEL P. MALLOY  
GOVERNOR  
EXECUTIVE ORDER NO. 50

CONNECTICUT  
SECRETARY OF THE STATE  
CAPITOL OFFICE  
2015 OCT 26 A 11:30

**WHEREAS**, the State of Connecticut faces significant economic, social and environmental risks from extreme weather events including tropical storms, hurricanes, storm surges, flooding, blizzards, ice storms, extreme high winds, extreme heat, and slow onset events such as sea level rise; and

**WHEREAS**, ninety-five percent (95%) of Connecticut's population lives within 50 miles of the coast and sixty-four percent (64%) of value of the state's insured property is located in the coastal area making Connecticut second in the nation in terms of the value of potential property losses resulting from shoreline vulnerabilities; and

**WHEREAS**, the Northeast more than in any other region of the United States has experienced an increase in extreme precipitation making the region even more vulnerable to flood events; and

**WHEREAS**, extreme weather conditions are not exclusively a coastal concern and winter weather phenomenon, including blizzards and ice storms are also increasing in intensity and frequency impacting the quality of life, public health and the economic security of Connecticut residents resulting in significant costs associated with clean-up and property damage statewide; and

**WHEREAS**, through Executive Order No. 34 Connecticut has adopted the United States Department of Homeland Security National Incident Management System ("NIMS") as the recognized standard system for the management of domestic incidents that affect the health, welfare, safety and security of the residents of Connecticut; and

**WHEREAS**, NIMS provides the critical emergency management that is necessary to address readiness, first responder safety and effectively management critical incidents, but the state must also utilize its resources to on an on-going basis understand the state's current and changing areas of vulnerability; and

**WHEREAS**, the establishment of the Connecticut Institute for Resilience and Climate Adaptation (the Institute), a University of Connecticut and Department of Energy and Environmental Protection collaborative, has improved, and will continue to improve the scientific understanding of the threat, probability and consequences of a changing climate on coastal and inland floodplain communities and ecosystems; and

**WHEREAS**, the Institute is working to develop and demonstrate best practices in natural science, legal, urban design, planning, financial and public policy to build climate resilience; and

**WHEREAS**, Connecticut is meeting challenging greenhouse gas emission reduction goals by promoting better transportation opportunities, including public transportation such as CTfastrak, expanding commuter rail service and promoting alternative fueled vehicles while ramping up state investment in renewable energy and energy efficiency; and

**WHEREAS**, the collaborative work by Connecticut's state agencies in support of the state's application for the United States Housing and Urban Development's Natural Disaster Resilience Competition by State Agencies Fostering Resilience ("SAFR") has improved the communication, understanding, planning and leveraging of state investments, both between state agencies, as well as state and municipal governments; and



## Executive Order

**WHEREAS**, the state of Connecticut recognizes that resilient communities are better equipped and prepared to resist and rapidly recover from the shock of all-hazard events with less disruption to the health, safety and quality of life of our residents; and

**WHEREAS**, continued collaboration among SAFR can further reduce the loss of life and property, ecological and economic damage, social disruption and enhance the resilience of the state's associated critical infrastructure systems;

**NOW, THEREFORE**, I, Governor Dannel P. Malloy, Governor of the State of Connecticut, acting by virtue of authority vested in me by the Constitution and Statutes of the State of Connecticut, do hereby **ORDER and DIRECT** that:

- 1) The working group State Agencies Fostering Resilience is hereby disbanded;
- 2) There is established a new State Agencies Fostering Resilience Council ("SAFR Council") that shall be responsible for the following scope of work:
  - a) collaborate on the creation of a Statewide Resilience Roadmap based on the best climate impact research and data including extensive research studies that inform land use patterns; and
  - b) advise the Office of Policy and Management ("OPM") in the creation state policy on Disaster Resilience by using science based, forward looking risk analysis; and
  - c) ensure that takes into account and coordinates with NIMS informed recovery plans and protocols; and
  - d) ensure that information developed as part of subsections (a) and (b) is incorporated into the planning processes of SAFR Council member agencies, including but not limited to the State Plan of Conservation and Development, State Natural Hazard Mitigation Plan and the Comprehensive Energy Strategy; and
  - e) support municipalities in incorporating the same information into their coastal resilience plans and local plans of Conservation and Development; and
  - f) coordinate with the Long Term Recovery Committee and the Governor's Council on Climate Change to implement a holistic approach to adaptation, resilience and recovery.
- 3) The SAFR Council shall have the following twelve (12) members appointed by the Governor:
  - a) The Secretary of the Office of Policy and Management, or the Secretary's designee, who shall serve as chair,
  - b) The Commissioner of the Department of Energy and Environmental Protection, or the Commissioner's designee,
  - c) The Commissioner of the Department of Housing, or the Commissioner's designee,
  - d) The Commissioner of the Department of Transportation, or the Commissioner's designee,
  - e) The Commissioner of the Department of Emergency Services and Public Protection, or the Commissioner's designee,
  - f) The Commissioner of the Department of Public Health, or the Commissioner's designee,
  - g) The Commissioner of the Department of Insurance, or the Commissioner's designee,
  - h) The Commissioner of the Department of Economic and Community Development, or the Commissioner's designee,
  - i) The Commissioner of the Department Administrative Services, or the Commissioner's designee,
  - j) Vice President for Research, University of Connecticut, or the Vice President's designee,



## Executive Order (cont...)

- k) The Executive Directors of one (1) university based research institution with the mission of increasing the resilience and sustainability of vulnerable communities along Connecticut's coast and inland waterways and/or studying and reshaping human settlements through research and design, with the goal of advancing urban sustainability, or the Executive Director's designee,
  - l) The Executive Director of one (1) statewide organization responsible for representing at least fifty percent (50%) Connecticut's 169 municipalities, or the Executive Director's designee.
- 4) Members of the SAFR Council shall serve two-year terms from the first day of November in the year in which they are appointed and until a successor has been appointed. All members of the SAFR Council shall serve at the pleasure of the Governor.
  - 5) The SAFR Council shall be administered by OPM, which will provide staff support.
  - 6) The SAFR Council shall;
    - a) Meet at least quarterly at dates, times and locations to be established by the chair and a majority of the members shall constitute a quorum;
    - b) Establish interim goals, that when met will increase resilience by 2050;
    - c) Report its findings to the Governor and the Office of Policy and Management in accordance with Connecticut General Statutes 22a-200a, no later than July 1, 2016 and biannually thereafter.


This order shall take effect immediately.

Dated at Hartford, Connecticut, this 26 day of October 2015.

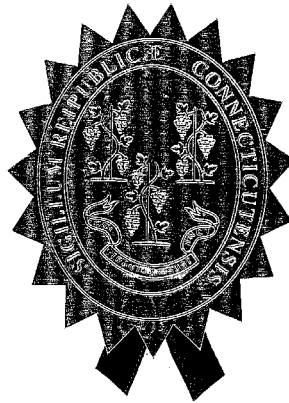


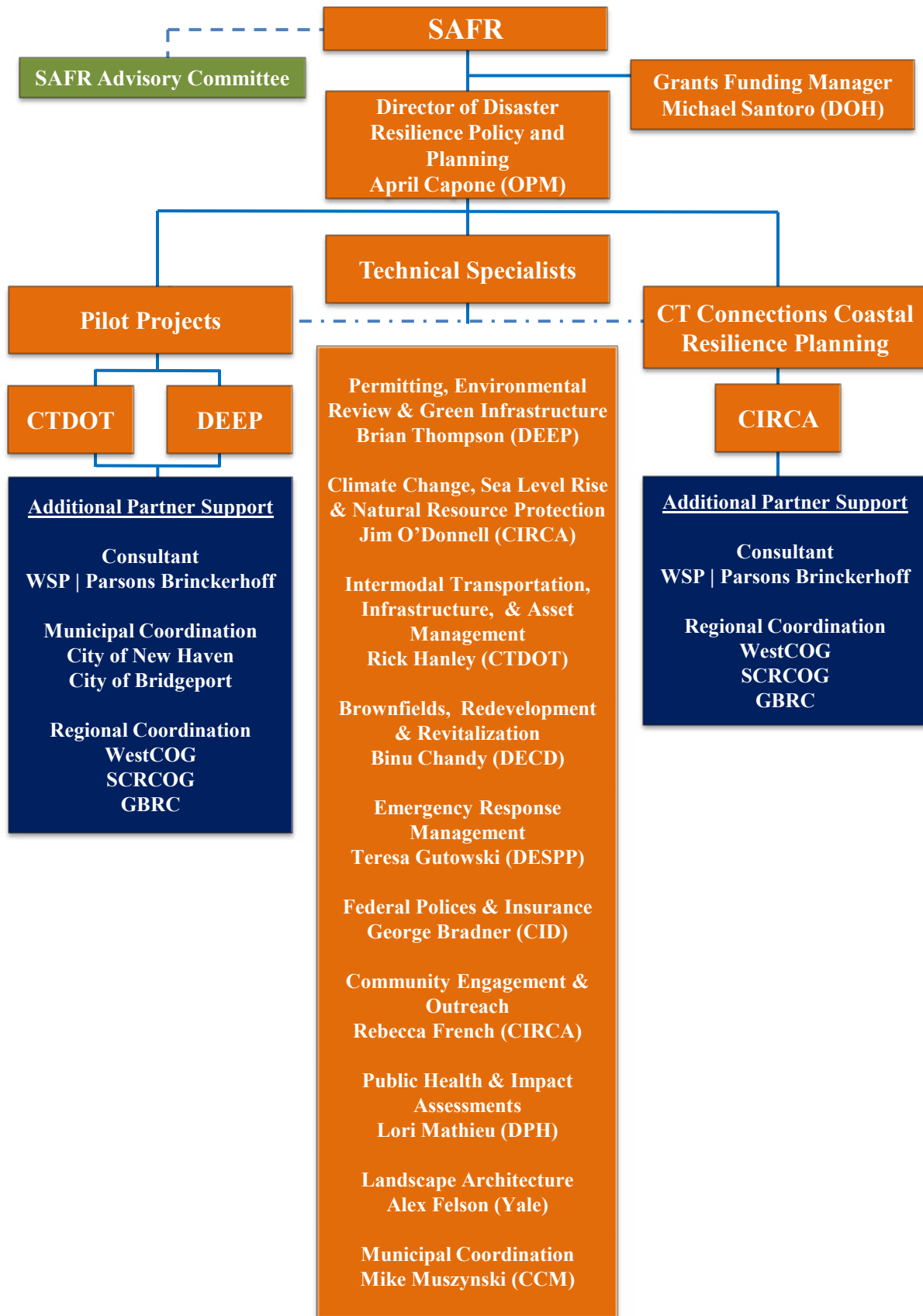
DANNEL P. MALLOY  
Governor

By His Excellency's Order



Denise W. Merrill  
Secretary of the State





## Management Organizational Chart



Agency/Organization	Acronym	Type	SAFR	SAFR Advisory Committee	SAFR Partner
CT Office of Policy and Management	OPM	State Agency	Chair		
CT Department of Housing	DOH	State Agency	Member		
CT Department of Energy and Environmental Protection	DEEP	State Agency	Member		
CT Office of the Governor	OTG	State Entity	Member		
CT Department of Transportation	CTDOT	State Agency	Member		
CT Department of Economic & Community Development	DECD	State Agency	Member		
CT Department of Emergency Services & Public Protection	DESPP	State Agency	Member		
CT Department of Public Health	DPH	State Agency	Member		
CT Insurance Department	CID	State Agency	Member		
CT Department of Administrative Services	DAS	State Agency	Member		
University of Connecticut's CT Institute for Resilience & Climate Adaptation	UConn/CIRCA	University	Member		
Connecticut Conference of Municipalities	CCM	Organization	Member		
Yale Urban Ecology and Design Lab	UEDLAB	University	Member		
University of Connecticut's, Connecticut Sea Grant	CTSG	UConn Program		Yes	Yes
University of Connecticut's, Center for Land Use and Education Research	CLEAR	UConn Program		Yes	Yes
Connecticut Chapter of the American Red Cross		Non Profit		Yes	Yes
Connecticut Rises	CT Rises	Non Profit		Yes	Yes
Partnership for Strong Communities	PSC	Non Profit		Yes	Yes
Connecticut Audubon Society		Conservation		Yes	Yes
United Illuminating	UI	Utility		Yes	Yes
Eversource Energy (formally Northeast Utilities)		Utility		Yes	Yes
Save the Sound		Non Profit		Yes	Yes
Connecticut Green Bank		Quasi-public agency		Yes	Yes
Emily Hall Tremaine Foundation		Non Profit		Yes	Yes
Western Connecticut Council of Governments		Regional Planning Agency		Yes	Yes
Greater Bridgeport Regional Council	GBRC	Regional Planning Agency		Yes	Yes
South Central Regional Council of Governments	SCRCOG	Regional Planning Agency		Yes	Yes
East Coast Greenway		Alliance		Yes	Yes
Shore Up CT		Loan Program		Yes	Yes
The Community Foundation for Greater New Haven		Non Profit		Yes	Yes
EPA Long Island Sound Study		Study		Yes	Yes
Business Council of Fairfield County		Non Profit		Yes	Yes
Bridgeport Regional Business Council		Non Profit		Yes	Yes
Greater New Haven Chamber of Commerce	GNHCC	Non Profit		Yes	Yes
Connecticut Long Term Recovery Committee	LTR	Task Force		Yes	Yes
Yale Office of Sustainability		University		Yes	Yes
City of New Haven		Municipality			Yes
City of Bridgeport		Municipality			Yes
Housing Development Fund, Inc.	HDF	Non Profit		Yes	Yes
UIL Holdings, Corporation		Utility		Yes	Yes



## Partnership Agreements and Letters



OFFICE OF THE MAYOR  
CITY OF BRIDGEPORT, CONNECTICUT  
MARGARET E. MORTON GOVERNMENT CENTER  
999 BROAD STREET  
BRIDGEPORT, CONNECTICUT 06604  
TELEPHONE (203) 576-7201  
FAX (203) 576-3913

BILL FINCH

Mayor

October 23, 2015

Rebecca A. French, Ph.D.  
Director of Community Engagement  
UConn Avery Point Campus  
1080 Shennecosett Road  
Groton, CT 06340

RE: National Disaster Resiliency Competition  
Intent to Participate

Dear Dr. French

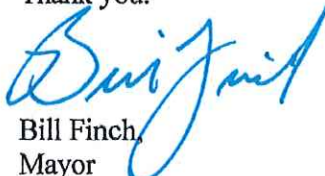
This letter is to confirm the mutual intent of both the State of Connecticut and the City of Bridgeport to collaborate and enter into a partner agreement, contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, to carry out eligible activities as provided in the state of Connecticut CDBG-NDR application.

The City of Bridgeport is eager to improve on its resiliency by making its neighborhoods more physically prepared to confront climate change related weather events. Members of the Office of Planning and Economic Development has been working in earnest with representatives from the South End, Black Rock, East Side, and East End neighborhoods to identify locally appropriate strategies, codify these into plans and zoning changes, and seek funding for implementing larger capital projects. Working with the South End, we were successful in attracting \$10MM towards our Resilient Bridgeport proposal through Rebuild by Design. We are hopeful that funding through NDRC will enable us to expand on that effort.

If the State is awarded funding, we will dedicate the necessary staff to act as liaison between State and City agencies and our neighborhoods to ensure successful implementation of funding projects.

It is understood that this is letter is only an expression of our intent and a binding partner agreement detailing the terms and conditions of the proposed partnership must be executed before the use of any CDBG-NDR funds, if awarded.

Thank you.



Bill Finch  
Mayor

*"Together we are making Bridgeport the cleanest, greenest, safest, most affordable city, with schools and neighborhoods that improve each year"*

**Appendix D**  
**PARTNERHSIP AGREEMENT**  
**BETWEEN State of Connecticut**  
**AND**  
**CITY OF BRIDGEPORT**  
**FOR**  
**Community Development Block Grant National Disaster Resilience Competition**  
**(CDBG-NDR)**

THIS AGREEMENT, entered this 26<sup>th</sup> day of October, 20 15 by and between the State of Connecticut (herein called the "Applicant") and the City of Bridgeport (herein called the "Partner").

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that;

**I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT**

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee shall execute a written subrecipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to the Partner. The written agreement must conform with all CDBG-NDR requirements and shall require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant's CDBG-NDR NOFA application.

**II. SCOPE OF SERVICE**

**A. Activities**

The Partner will be responsible for using CDBG-NDR funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-NDR NOFA, the Applicant/Grantee's application for CDBG-NDR assistance and the Applicant/Grantee's Grant Agreement for CDBG-NDR. Such use will include the following activities:

**Program/Project Delivery**

Activity #1 Attend annual meeting of the State Agencies Fostering Resilience (SAFR) Advisory Committee. At this meeting the Partner's designee will provide supplemental subject matter expertise and advice to the membership of SAFR on

CDBG-NDR projects, facilitate the coordination of their organization's activities with the activities of SAFR, and share lessons learned from the CDBG-NDR projects and the activities of the Partner. Additionally the Partner will provide subject matter expertise to SAFR outside of the annual meeting on an as-needed basis.

- Activity #2 Advance and complete City-managed CDBG-DR activities and act as liaison between Rebuild by Design activities and CDBG-NDR activities.
- Activity #3 Carry out CDBG-NDR projects and activities within local public infrastructure, including but not limited to Partner rights-of-way and Partner-owned Parks.
- Activity #4 Assign a full-time project manager to carry-out the above-referenced activities and assist SAFR with local coordination and other Partner activities.

#### B. Project Schedule

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement. Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II.A above within 24 months.

The Partner agrees to implement the following:

The Partner's designee will attend five annual meetings of the SAFR Advisory Committee to be held in the spring of each year, with the first held in spring 2016 and the last held in spring 2020. The spring 2020 meeting will occur after the CDBG-NDR projects have concluded and will focus on applying lessons learned to future projects of SAFR.

#### C. Staffing

The Partner's designee shall attend the SAFR Advisory Committee annual meetings. Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

### **III. BUDGET**

The State may fund up to one (1) full-time project manager position dedicated to the project location(s) for the duration of the term of the Partner Agreement. This position and any other financial assistance shall be provided pursuant to a sub-recipient agreement in a manner consistent with Section I.

The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

**IV. SPECIAL CONDITIONS**

If the Partner cannot fulfill the activities specified in this partner agreement, then they may resign from the SAFR Advisory Committee. The SAFR Advisory Committee is considered supplemental to the capacity of SAFR and the Partner agrees that their resignation from the SAFR Advisory Committee would not diminish the Applicant's ability to carry out the proposed CDBG-NDR projects. The Partner may suggest other organizations or individuals to be appointed to the SAFR Advisory Committee, who can provide subject matter expertise comparable to their own, should they not be able to continue their membership on the SAFR Advisory Committee.

**V. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**VI. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**VII. WAIVER**

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**VIII. ENTIRE AGREEMENT**

This Agreement between the Partner and the Applicant for the use of CDBG-NDR funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.


Date October 26, 2015

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

CITY OF BRIDGEPORT (Partner)

State of Connecticut (Applicant)

By   
Bill Finch  
Mayor, City of Bridgeport

By   
Evonne M. Klein  
Commissioner  
Department of Housing

Attest \_\_\_\_\_  
Fleeta Hudson  
City Clerk

Countersigned:   
Anne Kelly-Lenz  
Finance Director

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. # CT 05885

  
Mark Anastasi, City Attorney

AFFIRMATIVE ACTION APPROVAL

  
CONTRACT COMPLIANCE SUPERVISOR



OFFICE OF THE CITY CLERK  
COMMUNICATION FORM

**IMMEDIATE CONSIDERATION**

*Below to be used for processing of Immediate Consideration items only*

Log ID/Item number: **196-14**  
Submitting Department / **Office of Planning & Economic Development**  
Contact Name **David Kooris, Director**  
Subject: **Resolution Authorizing the Mayor to execute and deliver a partnership Agreement with State of Connecticut concerning the Community Development Block Grant - National Disaster Resilience Competition (CDBG-NDR).**  
Referred to Committee: **Immediate Consideration**  
City Council Date: **October 19, 2015 (FROM THE FLOOR)**

Attest:

*Fleeta C. Hudson*  
Fleeta C. Hudson, City Clerk

Date

Approved by:

*Bill Finch*  
Bill Finch, Mayor

Date

*10/22/15*

ATTEST  
CITY CLERK

RECEIVED  
CITY CLERK'S OFFICE  
2015 OCT 22 A 11:25



# CITY OF NEW HAVEN

TONI N. HARP, MAYOR

165 Church Street  
New Haven, Connecticut 06510  
T: 203.946.8200 F: 203.946.7683  
[www.CityofNewHaven.com](http://www.CityofNewHaven.com)



October 21, 2015

Rebecca A. French, Ph.D.  
Director of Community Engagement  
UConn Avery Point Campus  
1080 Shennecosett Road  
Groton, CT06340

**RE: National Disaster Resilience Competition  
Intent to Participate**

Dear Dr. French:

This letter is to confirm the mutual intent of both the State of Connecticut and the City of New Haven to collaborate contingent upon the award of funds from the United States Department of Housing and Urban Development ("HUD") for the Community Development Block Grant National Disaster Resilience ("CDBG-NDR") Competition, to carry out eligible activities as provided in the State of Connecticut's CDBG-NDR application. On October 19, I am pleased to report that the Board of Alders approved the Partner Agreement (the "Agreement") which enables the City to enter into the Agreement and for the State to fully articulate the City's strong support and participation in the CDBG-NDR Competition.

The City of New Haven is eager to improve its resiliency in advance of future severe storms, flooding, and other anticipated weather-related challenges, while promoting economic development through effective regional transportation and responsible city planning. To address the damage from Hurricane Sandy and strengthen resilience, no less than twelve (12) staff members from the Departments of Economic Development, Livable City Initiative, City Plan, Emergency Management, Engineering, Parks, and the Chief Administrator's Office are involved in the planning and implementation of various resiliency initiatives. The diversity of departments dedicated to this effort exemplifies New Haven's commitment to, and strong history of, interdisciplinary collaboration and successful project implementation.

It is understood that this is letter is only an expression of our intent and a binding partner agreement detailing the terms and conditions of the proposed partnership must be executed before the use of any CDBG-NDR funds, if awarded.

Very truly yours,

Toni N. Harp  
Mayor

cc: Dannel P. Malloy, Governor  
Tyisha Walker, President, New Haven Board of Alders  
file

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[www.InfoNewHaven.com](http://www.InfoNewHaven.com)





**Appendix D**  
**PARTNERSHIP AGREEMENT**  
**BETWEEN State of Connecticut**  
**AND**  
**CITY OF NEW HAVEN**  
**FOR**  
**Community Development Block Grant National Disaster Resilience Competition**  
**(CDBG-NDR)**

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WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

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- Activity #2 Advance and complete City-managed CDBG-DR activities, Downtown Stormwater Modeling and Long Wharf Flood Protection, as they relate to CDBG-NDR and support program consistency.
- Activity #3 Carry out CDBG-NDR projects and activities within local public infrastructure, including but not limited to Partner rights-of-way and Partner-owned Parks.
- Activity #4 Assign a full-time project manager to carry-out the above-referenced activities and assist SAFR with local coordination and other Partner activities.

**B. Project Schedule**

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The Partner agrees to implement the following:

The Partner's designee will attend five annual meetings of the SAFR Advisory Committee to be held in the spring of each year, with the first held in spring 2016 and the last held in spring 2020. The spring 2020 meeting will occur after the CDBG-NDR projects have concluded and will focus on applying lessons learned to future projects of SAFR.

**C. Staffing**

The Partner's designee shall attend the SAFR Advisory Committee annual meetings. Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

**III. BUDGET**

The State may fund up to one (1) full-time project manager position dedicated to the project location(s) for the duration of the term of the Partner Agreement. This position and any other financial assistance shall be provided pursuant to a subrecipient agreement in a manner consistent with Section I.

The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

#### **IV. SPECIAL CONDITIONS**

If the Partner cannot fulfill the activities specified in this partner agreement, then they may resign from the SAFR Advisory Committee. The SAFR Advisory Committee is considered supplemental to the capacity of SAFR and the Partner agrees that their resignation from the SAFR Advisory Committee would not diminish the Applicant's ability to carry out the proposed CDBG-NDR projects. The Partner may suggest other organizations or individuals to be appointed to the SAFR Advisory Committee, who can provide subject matter expertise comparable to their own, should they not be able to continue their membership on the SAFR Advisory Committee.

#### **V. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

#### **VI. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

#### **VII. WAIVER**

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

#### **VIII. ENTIRE AGREEMENT**

This Agreement between the Partner and the Applicant for the use of CDBG-NDR funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

Date October 26, 2015

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

**CITY OF NEW HAVEN (Partner)**

**STATE OF CONNECTICUT (Applicant)**

By Toni N. Harp  
Toni N. Harp  
Mayor, City of New Haven

By Evonne M. Klein  
Evonne M. Klein  
Commissioner  
Department of Housing

Attest Sally Brown  
Sally Brown  
Deputy City Clerk

Countersigned: Daryl Jones  
Daryl Jones  
Controller

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

John R. Ward  
John R. Ward, Special Counsel to Economic Development

Fed. I. D.# 06-6001876

AFFIRMATIVE ACTION APPROVAL

Lilia Snyder  
Lilia Snyder  
CONTRACT COMPLIANCE  
SUPERVISOR



**American  
Red Cross**

**Connecticut and  
Rhode Island Region**  
209 Farmington Avenue  
Farmington, CT 06032  
1 (877) 287-3327  
redcross.org

March 11, 2015

United States Department of Housing and Urban Development  
Community Development Block Grant National Disaster Resilience

To Whom It May Concern:

Re: Intent to Participate with the State of Connecticut

This letter is to confirm the mutual intent of both the State of Connecticut Department of Housing and the Connecticut Chapter of the American Red Cross to collaborate and enter into a partner agreement contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, to carry out eligible activities as provided in the State of Connecticut's CDBG-NDR application.

We are looking forward to the opportunity of working together with the State of Connecticut in an advisory and coordination role for the application activities moving forward should the State be invited to participate in Phase 2 of the application.

This role is in keeping with the mission of the American Red Cross to prevent and alleviate human suffering in the face of emergencies, our Congressional Charter, and our commitment to the residents of the State of Connecticut. Since 1881, the American Red Cross has served as the community in all phases of disaster both natural and manmade in nature by mobilizing the power of volunteers and the generosity of donors.

It is understood that this letter is only an expression of our intent and a binding partner agreement detailing the terms and conditions of the proposed partnership must be executed before the use of any CDBG-NDR funds, if awarded.

Should you have any questions or concerns regarding this letter or our role in this project, please contact Richard Branigan, Chief Program Officer at 860-625-1291.

Respectfully yours,

A handwritten signature in blue ink, appearing to read "Mario J. Bruno".

Mario J. Bruno, Chief Executive Officer

cc. Dr. Rebecca A French

**Appendix D**  
**PARTNERHSIP AGREEMENT**  
**BETWEEN State of Connecticut**  
**AND**  
**American Red Cross Connecticut Chapter**  
**FOR**  
**Community Development Block Grant National Disaster Resilience Competition**  
**(CDBG-NDR)**

THIS AGREEMENT, entered this 26<sup>th</sup> day of October, 2015 by and between the State of Connecticut (herein called the "Applicant") and \_\_\_\_\_ (herein called the "Partner").  
American Red Cross Connecticut Chapter

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that;

**I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT**

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee shall execute a written subrecipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to the Partner. The written agreement must conform with all CDBG-NDR requirements and shall require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant's CDBG-NDR NOFA application.

**II. SCOPE OF SERVICE**

**A. Activities**

The Partner will be responsible for using CDBG-NDR funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-NDR NOFA, the Applicant/Grantee's application for CDBG-NDR assistance and the Applicant/Grantee's Grant Agreement for CDBG-NDR. Such use will include the following activities:

**Program/Project Delivery**

Activity #1 Attend annual meeting of the State Agencies Fostering Resilience (SAFR) Advisory Committee. At this meeting the Partner's designee will provide supplemental subject matter expertise and advice to the membership of SAFR on

CDBG-NDR projects, facilitate the coordination of their organization's activities with the activities of SAFR, and share lessons learned from the CDBG-NDR projects and the activities of the Partner. Additionally the Partner will provide subject matter expertise to SAFR outside of the annual meeting on an as-needed basis.

#### B. Project Schedule

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement. Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II.A above within 24 months.

The Partner agrees to implement the following:

The Partner's designee will attend five annual meetings of the SAFR Advisory Committee to be held in the spring of each year, with the first held in spring 2016 and the last held in spring 2020. The spring 2020 meeting will occur after the CDBG-NDR projects have concluded and will focus on applying lessons learned to future projects of SAFR.

#### C. Staffing

The Partner's designee shall attend the SAFR Advisory Committee annual meetings. Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

### **III. BUDGET**

Zero grant funds will be provided.

The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

### **IV. SPECIAL CONDITIONS**

If the Partner cannot fulfill the activities specified in this partner agreement, then they may resign from the SAFR Advisory Committee. The SAFR Advisory Committee is considered supplemental to the capacity of SAFR and the Partner agrees that their resignation from the SAFR Advisory Committee would not diminish the Applicant's ability to carry out the proposed CDBG-NDR projects. The Partner may suggest other organizations or individuals to be appointed to the SAFR Advisory Committee, who can provide subject matter expertise comparable to their own, should they not be able to continue their membership on the SAFR Advisory Committee.

### **V. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**VI. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**VII. WAIVER**

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**VIII. ENTIRE AGREEMENT**

This Agreement between the Partner and the Applicant for the use of CDBG-NDR funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.



Date October 26, 2015

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

[Applicant]  
By Evonne M. Klein  
Evonne M. Klein  
Commissioner  
Department of Housing

[Partner]  
By [Signature]  
Title: American Red Cross Regional CEO

~~Attest~~  
~~ASSISTANT [CITY/COUNTY] CLERK~~

~~Countersigned~~  
~~FINANCE OFFICER~~

By \_\_\_\_\_  
Title \_\_\_\_\_

~~APPROVED AS TO FORM AND LEGAL SUFFICIENCY:~~

~~Exh. I. D. # \_\_\_\_\_~~

~~ASSISTANT [CITY/COUNTY] ATTORNEY OR LEGAL COUNSEL~~

~~AFFIRMATIVE ACTION APPROVAL~~

~~CONTRACT COMPLIANCE SUPERVISOR~~



Audubon Connecticut  
613 Riversville Road  
Greenwich, CT 06831

Re: Intent to Participate

This letter is to express our enthusiastic support for, and confirm the mutual intent of both the Connecticut Department of Housing and Audubon Connecticut to collaborate and enter into a partner agreement or other agreement contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, to carry out eligible activities as provided in the Connecticut Department of Housing's CDBG-NDR application.

Audubon Connecticut is the state office of the National Audubon Society. Expertise extends to ensuring that efforts to build climate resiliency are undertaken with a proper awareness and concerns for wildlife and general ecosystem services maximizing opportunities to improve and restore habitat for sensitive coastal species, including federal and state listed species, and build resiliency are maximized while minimizing detrimental impacts to wildlife and habitats.

Audubon Connecticut would be a subrecipient providing advisory services in reviewing proposed activities funded under this proposal. The advisory services would relate to wildlife protection, particularly related to birdlife, and include suggestions for how resiliency investments can best be accomplished from a conservation perspective. Dune resiliency projects, and understanding the difference between ones that are environmentally sustainable, and those that are not, is but one example.

It is understood that this is letter is only an expression of our intent, and a binding partner agreement detailing the terms and conditions of the proposed partnership would have to be executed before officially engaging Audubon Connecticut in the use of any CDBG-NDR funds, if awarded.

A handwritten signature in blue ink, appearing to read "Stewart J. Hudson", enclosed within a thin black rectangular box.

Stewart J. Hudson  
Executive Director  
Audubon Connecticut

**Appendix D**  
**PARTNERHSIP AGREEMENT**  
**BETWEEN State of Connecticut**  
**AND**  
**Audubon Connecticut**  
**FOR**  
**Community Development Block Grant National Disaster Resilience Competition**  
**(CDBG-NDR)**

THIS AGREEMENT, entered this 26<sup>th</sup> day of October, 2015 by and between the State of Connecticut (herein called the "Applicant") and **Audubon Connecticut** (herein called the "Partner").

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that;

**I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT**

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee shall execute a written subrecipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to the Partner. The written agreement must conform with all CDBG-NDR requirements and shall require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant's CDBG-NDR NOFA application.

**II. SCOPE OF SERVICE**

A. Activities

The Partner will be responsible for using CDBG-NDR funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-NDR NOFA, the Applicant/Grantee's application for CDBG-NDR assistance and the Applicant/Grantee's Grant Agreement for CDBG-NDR. Such use will include the following activities:

**Program/Project Delivery**

Activity #1      Attend annual meeting of the State Agencies Fostering Resilience (SAFR) Advisory Committee. At this meeting the Partner's designee will provide supplemental subject matter expertise and advice to the membership of SAFR on

CDBG-NDR projects, facilitate the coordination of their organization's activities with the activities of SAFR, and share lessons learned from the CDBG-NDR projects and the activities of the Partner. Additionally the Partner will provide subject matter expertise to SAFR outside of the annual meeting on an as-needed basis.

**B. Project Schedule**

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement. Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II.A above within 24 months.

The Partner agrees to implement the following:

The Partner's designee will attend five annual meetings of the SAFR Advisory Committee to be held in the spring of each year, with the first held in spring 2016 and the last held in spring 2020. The spring 2020 meeting will occur after the CDBG-NDR projects have concluded and will focus on applying lessons learned to future projects of SAFR.

**C. Staffing**

The Partner's designee shall attend the SAFR Advisory Committee annual meetings. Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

**III. BUDGET**

Zero grant funds will be provided.

The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

**IV. SPECIAL CONDITIONS**

If the Partner cannot fulfill the activities specified in this partner agreement, then they may resign from the SAFR Advisory Committee. The SAFR Advisory Committee is considered supplemental to the capacity of SAFR and the Partner agrees that their resignation from the SAFR Advisory Committee would not diminish the Applicant's ability to carry out the proposed CDBG-NDR projects. The Partner may suggest other organizations or individuals to be appointed to the SAFR Advisory Committee, who can provide subject matter expertise comparable to their own, should they not be able to continue their membership on the SAFR Advisory Committee.

**V. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**VI. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**VII. WAIVER**

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**VIII. ENTIRE AGREEMENT**

This Agreement between the Partner and the Applicant for the use of CDBG-NDR funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

Date October 26, 2015

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

[Applicant]

[Partner]

By Evonne M. Klein  
Evonne M. Klein  
Commissioner  
Department of Housing

By Stewart J. Hudson  
Stewart J. Hudson,  
Executive Director Audubon Connecticut

Title \_\_\_\_\_

Attest \_\_\_\_\_  
ASSISTANT [CITY/COUNTY] CLERK

Countersigned \_\_\_\_\_ By \_\_\_\_\_  
FINANCE OFFICER

Title \_\_\_\_\_

~~APPROVED AS TO FORM AND LEGAL SUFFICIENCY:~~

~~Fed. I. D. # \_\_\_\_\_~~

~~ASSISTANT [CITY/COUNTY] ATTORNEY OR LEGAL COUNSEL~~

~~AFFIRMATIVE ACTION APPROVAL~~

~~CONTRACT COMPLIANCE SUPERVISOR~~



**President:** Matthew B. Galligan, Town Manager of South Windsor • **First Vice President:** Mark D. Boughton, Mayor of Danbury • **Second Vice President:** Susan S. Bransfield, First Selectwoman of Portland • **Treasurer:** Robert M. Congdon, First Selectman of Preston • **Secretary:** John A. Elsesser, Town Manager of Coventry

**Directors:** Robert J. Chatfield, Mayor of Prospect; Toni N. Harp, Mayor of New Haven; Barbara M. Henry, First Selectman of Roxbury; Scott D. Jackson, Mayor of Hamden; Cynthia Mangini, Councilmember of Enfield; Rudolph P. Marconi, First Selectman of Ridgefield; Denise E. Menard, First Selectman of East Windsor; Leo Paul, Jr., First Selectman of Litchfield; Lisa Pellegrini, First Selectman of Somers; Pedro E. Segarra, Mayor of Hartford; R. Scott Slifka, Mayor of West Hartford; Mark B. Walter, First Selectman of East Haddam; Steven R. Werbner, Town Manager of Tolland

**Past Presidents:** William A. Finch, Mayor of Bridgeport;; Elizabeth C. Paterson, Mayor of Mansfield; Herbert C. Rosenthal, Former First Selectman of Newtown; Stephen T. Cassano, Selectman of Manchester

**CEO:** Bruce A. Wollschlager

March 19, 2015

Re: Intent to Participate

This letter is to confirm the mutual intent of both the State of Connecticut Department of Housing and the Connecticut Conference of Municipalities to collaborate and enter into a partner agreement, contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, to carry out eligible activities as provided in the State of Connecticut Department of Housing CDBG-NDR application.

The CCM is Connecticut's statewide association of towns and cities. Our 156 member towns and cities comprise 95% of the state's population. CCM represents municipalities at the General Assembly, before the state executive branch and regulatory agencies, and in the courts. CCM provides member towns and cities with a wide array of services, including management assistance, individualized inquiry service, assistance in municipal labor relations, technical assistance and training, policy development, research and analysis, publications, information programs, and service programs such as workers' compensation, liability-automobile-property insurance, risk management, and energy cost-containment. CCM is a trusted convener of municipalities and as a result brings strong community engagement capacity, as well as the capacity to carry out projects with a regional scope. In addition, CCM is a member of SAFR (State Agencies Fostering Resilience) working in collaboration with on the CDBG-NDRC.

It is understood that this is letter is only an expression of CCM's intent and a binding partner agreement detailing the terms and conditions of the proposed partnership must be executed before the use of any CDBG-NDR funds, if awarded.

Respectfully,

Matthew Galligan  
Town Manager of South Windsor  
President, Connecticut Conference of Municipalities

**Appendix D**  
**PARTNERHSIP AGREEMENT**  
**BETWEEN State of Connecticut**  
**AND**  
**CONNECTICUT CONFERENCE OF MUNICIPALITIES**  
**FOR**  
**Community Development Block Grant National Disaster Resilience Competition**  
**(CDBG-NDR)**

THIS AGREEMENT, entered this 15 day of October, 2015 by and between the State of Connecticut (herein called the "Applicant") and The Connecticut Conference of Municipalities (herein called the "Partner").

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that;

**I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT**

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee shall execute a written subrecipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to the Partner. The written agreement must conform with all CDBG-NDR requirements and shall require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant's CDBG-NDR NOFA application.

**II. SCOPE OF SERVICE**

**A. Activities**

The Partner will be responsible for using CDBG-NDR funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-NDR NOFA, the Applicant/Grantee's application for CDBG-NDR assistance and the Applicant/Grantee's Grant Agreement for CDBG-NDR. Such use will include the following activities:

**Program/Project Delivery**

Activity #1 Attend annual meeting of the State Agencies Fostering Resilience (SAFR) Advisory Committee. At this meeting the Partner's designee will provide



supplemental subject matter expertise and advice to the membership of SAFR on CDBG-NDR projects, facilitate the coordination of their organization's activities with the activities of SAFR, and share lessons learned from the CDBG-NDR projects and the activities of the Partner. Additionally the Partner will provide subject matter expertise to SAFR outside of the annual meeting on an as-needed basis.

#### B. Project Schedule

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement. Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II.A above within 24 months.

The Partner agrees to implement the following:

The Partner's designee will attend five annual meetings of the SAFR Advisory Committee to be held in the spring of each year, with the first held in spring 2016 and the last held in spring 2020. The spring 2020 meeting will occur after the CDBG-NDR projects have concluded and will focus on applying lessons learned to future projects of SAFR.

#### C. Staffing

The Partner's designee shall attend the SAFR Advisory Committee annual meetings. Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

### III. BUDGET

Zero grant funds will be provided.

The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

### IV. SPECIAL CONDITIONS

If the Partner cannot fulfill the activities specified in this partner agreement, then they may resign from the SAFR Advisory Committee. The SAFR Advisory Committee is considered supplemental to the capacity of SAFR and the Partner agrees that their resignation from the SAFR Advisory Committee would not diminish the Applicant's ability to carry out the proposed CDBG-NDR projects. The Partner may suggest other organizations or individuals to be appointed to the SAFR Advisory Committee, who can provide subject matter expertise comparable to their own, should they not be able to continue their membership on the SAFR Advisory Committee.

### V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**VI. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**VII. WAIVER**

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**VIII. ENTIRE AGREEMENT**

This Agreement between the Partner and the Applicant for the use of CDBG-NDR funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

Date 10/15/15

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

[Applicant]  
By Evonne M. Klein  
Evonne M. Klein  
Commissioner  
Department of Housing

[Partner]  
By Joe DeLong  
Title Executive Director

~~Attest~~ \_\_\_\_\_

~~Countersigned:~~ \_\_\_\_\_ By \_\_\_\_\_

Title \_\_\_\_\_

~~APPROVED AS TO FORM AND LEGAL SUFFICIENCY:~~

~~Fed. I.D. #~~ \_\_\_\_\_

~~LEGAL COUNSEL~~ \_\_\_\_\_

~~AFFIRMATIVE ACTION APPROVAL~~

~~CONTRACT COMPLIANCE SUPERVISOR~~ \_\_\_\_\_



Connecticut Council for Philanthropy  
Serving funders. Advancing effective giving

**Sue Murphy**  
Chair  
Liberty Bank Foundation

**Judith Meyers**  
Vice Chair  
Children's Fund of Connecticut

**Christine Traczyk**  
Secretary  
Farmington Bank Community  
Foundation

**Robert Haggett**  
Treasurer  
Newman's Own Foundation

**Paul Ballasy**  
CohnReznick

**Linda Franciscovich**  
The Grossman Family Foundation

**Amy Fry**  
Boehringer Ingelheim Cares  
Foundation

**Emily Tow Jackson**  
The Tow Foundation

**Juanita James**  
Fairfield County's Community  
Foundation

**Michael Johnston**  
Jewish Community Foundation  
of Greater Hartford

**Linda J. Kelly**  
Hartford Foundation  
for Public Giving

**Kathryn Luria**  
Webster Bank

**Maggie Gunther Osborn**  
President  
Connecticut Council  
for Philanthropy

**Francis Padilla**  
Universal Health Care Foundation  
of Connecticut

**Guy Rovezzi**  
Community Foundation  
of Northwest Connecticut

**Fahd Vahidy**  
Graustein Family Office

Connecticut Council for Philanthropy  
221 Main Street, 3rd Floor  
Hartford Connecticut 06103

Re: Intent to Participate

This letter is to confirm the mutual intent of both SAFR-CT and Connecticut Council for Philanthropy (CCP) to collaborate and enter into a partner agreement, contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, to carry out eligible activities as provided in the SAFR-CT CDBG-NDR application.

Connecticut Council for Philanthropy (CCP) is a statewide association of grantmakers committed to promoting and supporting effective philanthropy for the public good. We are a leader and catalyst for philanthropic action in response to community issues. CCP facilitates the regular exchange of ideas, experiences, information, and expertise among Connecticut grantmakers and acts as a reliable source of knowledge and education about philanthropy for Connecticut's grantmakers; national, state, and local leaders; and the general public

We will serve as a partner adding our expertise and support as a participant in the SAFR-CT Advisory Committee and acting as a liaison to our members in regards to the CT based projects.

It is understood that this is letter is only an expression of our intent and a binding partner agreement detailing the terms and conditions of the proposed partnership must be executed before the use of any CDBG-NDR funds, if awarded.

Connecticut Council for Philanthropy

Maggie Gunther Osborn, president

**Appendix D**  
**PARTNERHSIP AGREEMENT**  
**BETWEEN State of Connecticut**  
**AND**  
**Connecticut Council for Philanthropy**  
**FOR**  
**Community Development Block Grant National Disaster Resilience Competition**  
**(CDBG-NDR)**

THIS AGREEMENT, entered this 20 day of October, 2015 by and between the State of Connecticut (herein called the "Applicant") and Connecticut Council for Philanthropy (herein called the "Partner").

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that;

**I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT**

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee shall execute a written subrecipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to the Partner. The written agreement must conform with all CDBG-NDR requirements and shall require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant's CDBG-NDR NOFA application.

**II. SCOPE OF SERVICE**

**A. Activities**

The Partner will be responsible for using CDBG-NDR funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-NDR NOFA, the Applicant/Grantee's application for CDBG-NDR assistance and the Applicant/Grantee's Grant Agreement for CDBG-NDR. Such use will include the following activities:

**Program/Project Delivery**

Activity #1 Attend annual meeting of the State Agencies Fostering Resilience (SAFR) Advisory Committee. At this meeting the Partner's designee will provide supplemental subject matter expertise and advice to the membership of SAFR on

CDBG-NDR projects, facilitate the coordination of their organization's activities with the activities of SAFR, and share lessons learned from the CDBG-NDR projects and the activities of the Partner. Additionally the Partner will provide subject matter expertise to SAFR outside of the annual meeting on an as-needed basis.

**B. Project Schedule**

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement. Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II.A above within 24 months.

The Partner agrees to implement the following:

The Partner's designee will attend five annual meetings of the SAFR Advisory Committee to be held in the spring of each year, with the first held in spring 2016 and the last held in spring 2020. The spring 2020 meeting will occur after the CDBG-NDR projects have concluded and will focus on applying lessons learned to future projects of SAFR.

**C. Staffing**

The Partner's designee shall attend the SAFR Advisory Committee annual meetings. Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

**III. BUDGET**

Zero grant funds will be provided.

The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

**IV. SPECIAL CONDITIONS**

If the Partner cannot fulfill the activities specified in this partner agreement, then they may resign from the SAFR Advisory Committee. The SAFR Advisory Committee is considered supplemental to the capacity of SAFR and the Partner agrees that their resignation from the SAFR Advisory Committee would not diminish the Applicant's ability to carry out the proposed CDBG-NDR projects. The Partner may suggest other organizations or individuals to be appointed to the SAFR Advisory Committee, who can provide subject matter expertise comparable to their own, should they not be able to continue their membership on the SAFR Advisory Committee.

**V. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**VI. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**VII. WAIVER**

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**VIII. ENTIRE AGREEMENT**

This Agreement between the Partner and the Applicant for the use of CDBG-NDR funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

Date October 26, 2015

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

[Applicant]  
By *Evonne M. Klein*  
Evonne M. Klein  
Commissioner  
Department of Housing

[Partner]  
By *M. Gunther Osborn*  
Title *president*

Attest ~~ASSISTANT [CITY/COUNTY] CLERK~~

Countersigned: ~~FINANCE OFFICER~~

By \_\_\_\_\_  
Title \_\_\_\_\_

~~APPROVED AS TO FORM AND LEGAL SUFFICIENCY:~~

~~Fed. I. D. # \_\_\_\_\_~~

~~ASSISTANT [CITY/COUNTY] ATTORNEY OR LEGAL COUNSEL~~

~~AFFIRMATIVE ACTION APPROVAL~~

~~CONTRACT COMPLIANCE SUPERVISOR~~





March 13, 2015

United States Department of Housing and Urban Development  
Community Development Block Grant National Disaster Resilience

To Whom It May Concern,

Re: Intent to Participate with the State of Connecticut

This letter is to confirm the mutual intent of both the State of Connecticut Department of Housing and CT Rises, to collaborate and enter into a partner agreement contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, to carry out eligible activities as provided in the State of Connecticut's CDBG-NDR application.

We are looking forward to the opportunity of working together. CT Rises is the State of Connecticut's Long Term Recovery organization, whose mission is to assist and advocate for Connecticut residents impacted by disasters.

It is understood that this letter is only an expression of our intent and a binding partner agreement detailing the terms and conditions of the proposed partnership must be executed before the use of any CDBG-NDR funds, if awarded.

Please let me know if you have any questions or require additional information,

Respectfully yours,

A handwritten signature in black ink, appearing to read "Theresa Ranciato-Viele", written over a horizontal line.

Theresa Ranciato-Viele  
CT Rises, Coordinator  
203-606-5127

**Appendix D**  
**PARTNERSHIP AGREEMENT**  
**BETWEEN State of Connecticut**  
**AND**  
**CT RISES**  
**FOR**  
**Community Development Block Grant National Disaster Resilience Competition**  
**(CDBG-NDR)**

THIS AGREEMENT, entered this 19<sup>TH</sup> day of OCTOBER, 2015 by and between the State of Connecticut (herein called the "Applicant") and CT RISES (herein called the "Partner").

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that;

**I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT**

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee shall execute a written subrecipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to the Partner. The written agreement must conform with all CDBG-NDR requirements and shall require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant's CDBG-NDR NOFA application.

**II. SCOPE OF SERVICE**

**A. Activities**

The Partner will be responsible for using CDBG-NDR funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-NDR NOFA, the Applicant/Grantee's application for CDBG-NDR assistance and the Applicant/Grantee's Grant Agreement for CDBG-NDR. Such use will include the following activities:

**Program/Project Delivery**

Activity #1 Attend annual meeting of the State Agencies Fostering Resilience (SAFR) Advisory Committee. At this meeting the Partner's designee will provide supplemental subject matter expertise and advice to the membership of SAFR on

CDBG-NDR projects, facilitate the coordination of their organization's activities with the activities of SAFR, and share lessons learned from the CDBG-NDR projects and the activities of the Partner. Additionally the Partner will provide subject matter expertise to SAFR outside of the annual meeting on an as-needed basis.

**B. Project Schedule**

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(e) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement. Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II.A above within 24 months.

The Partner agrees to implement the following:

The Partner's designee will attend five annual meetings of the SAFR Advisory Committee to be held in the spring of each year, with the first held in spring 2016 and the last held in spring 2020. The spring 2020 meeting will occur after the CDBG-NDR projects have concluded and will focus on applying lessons learned to future projects of SAFR.

**C. Staffing**

The Partner's designee shall attend the SAFR Advisory Committee annual meetings. Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

**III. BUDGET**

Zero grant funds will be provided.

The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

**IV. SPECIAL CONDITIONS**

If the Partner cannot fulfill the activities specified in this partner agreement, then they may resign from the SAFR Advisory Committee. The SAFR Advisory Committee is considered supplemental to the capacity of SAFR and the Partner agrees that their resignation from the SAFR Advisory Committee would not diminish the Applicant's ability to carry out the proposed CDBG-NDR projects. The Partner may suggest other organizations or individuals to be appointed to the SAFR Advisory Committee, who can provide subject matter expertise comparable to their own, should they not be able to continue their membership on the SAFR Advisory Committee.

**V. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

---

**VI. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**VII. WAIVER**

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**VIII. ENTIRE AGREEMENT**

This Agreement between the Partner and the Applicant for the use of CDBG-NDR funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

Date October 19, 2015



IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

[Applicant]  
By *Evonne M. Klein*  
Evonne M. Klein  
Commissioner  
Department of Housing

[Partner]  
By *Theresann Ranciato-Viele*  
Theresann Ranciato-Viele  
Title *CRISIS Coordinator*

Attest  
ASSISTANT [CITY/COUNTY] CLERK

Countersigned: \_\_\_\_\_ By \_\_\_\_\_  
FINANCE OFFICER Title \_\_\_\_\_

~~APPROVED AS TO FORM AND LEGAL SUFFICIENCY:~~

\_\_\_\_\_  
~~Fed. I. D. # \_\_\_\_\_~~

\_\_\_\_\_  
~~ASSISTANT [CITY/COUNTY] ATTORNEY OR LEGAL COUNSEL~~

\_\_\_\_\_  
~~AFFIRMATIVE ACTION APPROVAL~~

\_\_\_\_\_  
~~CONTRACT COMPLIANCE SUPERVISOR~~



October 15, 2015

East Coast Greenway Alliance  
5826 Fayetteville Rd, Suite 210  
Durham, NC 27713

Re: Intent to Participate

#### Board of Trustees

Chair: David Read, MA  
Vice Chair: Jacob Dolan, NC  
Vice Chair: Al Nierenberg, MA  
Secretary: Elizabeth Brody, NY  
Treasurer: Robert Russo, NJ  
Dale Allen, FL  
Brandon Douglass, NY  
Paul Haydt, FL  
Tom Kaiden, VA  
Gail Kirkland, GA  
Anne Maleady, MA  
Steve Mitchell, CT  
Stephen Rees, ME & FL  
Larry Silver, PA  
Robert Spiegelman, NH

#### Advisory Board

Chair: Chuck Flink, NC  
Deborah Apps, Canada  
Silvia Ascarelli, NJ  
Nathan Burrell, VA  
Wayne Clark, MD  
Andy Clarke, DC  
Ramzi Dabbagh, CO  
Damon Dishman, NC  
Sarah Hancock, MA  
Lauren Hefferon, MA  
Kevin Hicks, NC  
Tony Hiss, NY  
Wil Hylton, MD  
Ellen Johnson, PA  
Patricia King, MA  
Keith Laughlin, DC  
Ed McBrayer, GA  
Dan McCrady, MD  
Jeff Miller, DC  
Ellen Moyer, MD  
Jeff Olson, NY  
Bill O'Neill, CT  
Michael Oppenheimer, NY  
Shaunak Patel, NC  
Jean-François Pronovost,  
Canada  
John Pucher, NC  
Diane Robertson, NC  
Boaz Shattan, NY  
Pablo Torres, VA  
Karen Votava, RI  
Judy Walton, OR  
Kenneth Withrow, NC

#### Executive Director

Dennis Markatos-Soriano

This letter is to confirm the mutual intent of both the Connecticut Department of Housing (CT DOH) and the East Coast Greenway Alliance (ECGA) to collaborate and enter into a partner agreement, contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, to carry out eligible activities as provided in the CIRCA CDBG-NDR application.

The ECGA is the non-profit organization spearheading the development of the East Coast Greenway – a 2,900 mile network of existing and future multi-use paths which connect communities from Calais, Maine to Key West, Florida. The Alliance promotes the vision for connecting local trails into a continuous route, provides strategic assistance for states, counties, and municipalities that build local trail sections, officially designates trails as part of the ECG trail system, posts signage, and provides maps and guides to facilitate use of the Greenway.

In the state of Connecticut, the ECGA has identified 200 miles of trails and carefully selected roads for bicycling and walking. Our Connecticut State Committee consists of members from grassroots organizations as well as public and private agencies who help shape the ECG and promote the vision. ECGA staff and CT Committee members agree to collaborate with the NDRC team through the following tasks; 1. Sharing studies or exercises the ECGA has documented from examining east-west bicycling and pedestrian connectivity in Fairfield County; 2. Providing a list of other ECG trail systems in the state of Connecticut

It is understood that this is letter is only an expression of our intent and a binding partner agreement detailing the terms and conditions of the proposed partnership must be executed before the use of any CDBG-NDR funds, if awarded.

Sincerely,

Molly Henry  
New England Trail Coordinator, East Coast Greenway Alliance



**Appendix D**  
**PARTNERHSIP AGREEMENT**  
**BETWEEN State of Connecticut**  
**AND**  
**East Coast Greenway Alliance**  
**FOR**  
**Community Development Block Grant National Disaster Resilience Competition**  
**(CDBG-NDR)**

THIS AGREEMENT, entered this 26<sup>th</sup> day of October 2015 by and between the State of Connecticut (herein called the "Applicant") and East Coast Greenway Alliance (herein called the "Partner").

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that;

**I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT**

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee shall execute a written subrecipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to the Partner. The written agreement must conform with all CDBG-NDR requirements and shall require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant's CDBG-NDR NOFA application.

**II. SCOPE OF SERVICE**

**A. Activities**

The Partner will be responsible for using CDBG-NDR funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-NDR NOFA, the Applicant/Grantee's application for CDBG-NDR assistance and the Applicant/Grantee's Grant Agreement for CDBG-NDR. Such use will include the following activities:

**Program/Project Delivery**

Activity #1      Attend annual meeting of the State Agencies Fostering Resilience (SAFR) Advisory Committee. At this meeting the Partner's designee will provide supplemental subject matter expertise and advice to the membership of SAFR on CDBG-NDR projects, facilitate the coordination of their organization's activities

with the activities of SAFR, and share lessons learned from the CDBG-NDR projects and the activities of the Partner. Additionally the Partner will provide subject matter expertise to SAFR outside of the annual meeting on an as-needed basis.

#### B. Project Schedule

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement. Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II.A above within 24 months.

The Partner agrees to implement the following:

The Partner's designee will attend five annual meetings of the SAFR Advisory Committee to be held in the spring of each year, with the first held in spring 2016 and the last held in spring 2020. The spring 2020 meeting will occur after the CDBG-NDR projects have concluded and will focus on applying lessons learned to future projects of SAFR.

#### C. Staffing

The Partner's designee shall attend the SAFR Advisory Committee annual meetings. Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

### **III. BUDGET**

Zero grant funds will be provided.

The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

### **IV. SPECIAL CONDITIONS**

If the Partner cannot fulfill the activities specified in this partner agreement, then they may resign from the SAFR Advisory Committee. The SAFR Advisory Committee is considered supplemental to the capacity of SAFR and the Partner agrees that their resignation from the SAFR Advisory Committee would not diminish the Applicant's ability to carry out the proposed CDBG-NDR projects. The Partner may suggest other organizations or individuals to be appointed to the SAFR Advisory Committee, who can provide subject matter expertise comparable to their own, should they not be able to continue their membership on the SAFR Advisory Committee.

### **V. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.



**VI. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**VII. WAIVER**

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**VIII. ENTIRE AGREEMENT**

This Agreement between the Partner and the Applicant for the use of CDBG-NDR funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

Date October 26, 2015

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

[Applicant]

[Partner]

By *Evonne M. Klein*  
Evonne M. Klein  
Commissioner  
Department of Housing

By *Madey Kim* \_\_\_\_\_

Title East Coast Greenway Alliance, New England  
Trail Coordinator

~~Attest~~  
ASSISTANT [CITY/COUNTY] CLERK

~~Countersigned:~~ \_\_\_\_\_ By \_\_\_\_\_  
FINANCE OFFICER

Title \_\_\_\_\_

~~APPROVED AS TO FORM AND LEGAL SUFFICIENCY:~~

Fed. I.D. # \_\_\_\_\_

~~ASSISTANT [CITY/COUNTY] ATTORNEY OR LEGAL COUNSEL~~

~~AFFIRMATIVE ACTION APPROVAL~~

\_\_\_\_\_  
~~CONTRACT COMPLIANCE SUPERVISOR~~



107 Selden Street  
Berlin, CT 06037  
Phone: 860-665-5007  
Email: peter.clarke@eversource.com

**Peter J. Clarke**  
Senior Vice President  
Emergency Preparedness

## Appendix C

### Partner Letter

March 18, 2015

Re: Intent to Participate

This letter is to confirm the mutual intent of both the Connecticut Department of Housing and Eversource Energy to collaborate and enter into a partner agreement, contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, to carry out eligible activities as provided in the CT DOH's CDBG-NDR application.

Eversource Energy is New England's largest provider of electric and gas energy, serving over 3.6 million customers in three states. As Connecticut's largest electric and gas distribution company, Eversource Energy is positioned to support CT DOH's application for a CDBG-NDR application and ensuing projects. Eversource Energy is currently engaged in projects totaling over \$442 million in Fairfield and New Haven Counties in Connecticut that are increasing the resiliency of the electric transmission and distribution grid and expanding and reinforcing the gas supply to our customers.

When CT DOH is awarded this grant, Eversource Energy will work closely with the CT DOH and project staff to coordinate electric and gas supply, infrastructure reinforcements and modifications to support the designed projects and further enhance critical infrastructure resiliency in the designated project areas. Further, as the utility that serves the Fairfield County area, Eversource Energy will provide the critical enabling energy infrastructure for the designated projects.

It is understood that this is letter is only an expression of our intent and a binding partner agreement detailing the terms and conditions of the proposed partnership must be executed before the use of any CDBG-NDR funds, if awarded.

A handwritten signature in black ink, appearing to read "Peter J. Clarke", written over a faint, illegible background.

Peter J. Clarke  
SVP Emergency Preparedness  
Eversource Energy

**Appendix D**  
**PARTNERSHIP AGREEMENT**  
**BETWEEN State of Connecticut**  
**AND**  
**EVERSOURCE ENERGY**  
**FOR**  
**Community Development Block Grant National Disaster Resilience Competition**  
**(CDBG-NDR)**

THIS AGREEMENT, entered this 26<sup>th</sup> day of October, 2015 by and between the State of Connecticut (herein called the "Applicant") and Eversource Energy (herein called the "Partner").

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that;

**I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT**

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee shall execute a written subrecipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to the Partner. The written agreement must conform with all CDBG-NDR requirements and shall require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant's CDBG-NDR NOFA application.

**II. SCOPE OF SERVICE**

**A. Activities**

The Partner will be responsible for using CDBG-NDR funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-NDR NOFA, the Applicant/Grantee's application for CDBG-NDR assistance and the Applicant/Grantee's Grant Agreement for CDBG-NDR. Such use will include the following activities:

**Program/Project Delivery**

Activity #1 Attend annual meeting of the State Agencies Fostering Resilience (SAFR) Advisory Committee. At this meeting the Partner's designee will provide supplemental subject matter expertise and advice to the membership of SAFR on

CDBG-NDR projects, facilitate the coordination of their organization's activities with the activities of SAFR, and share lessons learned from the CDBG-NDR projects and the activities of the Partner. Additionally the Partner will provide subject matter expertise to SAFR outside of the annual meeting on an as-needed basis.

**B. Project Schedule**

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement. Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II.A above within 24 months.

The Partner agrees to implement the following:

The Partner's designee will attend five annual meetings of the SAFR Advisory Committee to be held in the spring of each year, with the first held in spring 2016 and the last held in spring 2020. The spring 2020 meeting will occur after the CDBG-NDR projects have concluded and will focus on applying lessons learned to future projects of SAFR.

**C. Staffing**

The Partner's designee shall attend the SAFR Advisory Committee annual meetings. Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

**III. BUDGET**

Zero grant funds will be provided.

The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

**IV. SPECIAL CONDITIONS**

If the Partner cannot fulfill the activities specified in this partner agreement, then they may resign from the SAFR Advisory Committee. The SAFR Advisory Committee is considered supplemental to the capacity of SAFR and the Partner agrees that their resignation from the SAFR Advisory Committee would not diminish the Applicant's ability to carry out the proposed CDBG-NDR projects. The Partner may suggest other organizations or individuals to be appointed to the SAFR Advisory Committee, who can provide subject matter expertise comparable to their own, should they not be able to continue their membership on the SAFR Advisory Committee.

**V. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**VI. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**VII. WAIVER**

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**VIII. ENTIRE AGREEMENT**

This Agreement between the Partner and the Applicant for the use of CDBG-NDR funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

Date October 26, 2015

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

[Applicant]  
By *Evonne M. Klein*  
Evonne M. Klein  
Commissioner  
Department of Housing

[Partner]  
By *Peter J. Clarke*  
Peter J. Clarke  
Title: Senior Vice President  
Electric Engineering and  
Emergency Preparedness

Attest \_\_\_\_\_  
~~ASSISTANT [CITY/COUNTY] CLERK~~

~~Countersigned~~ \_\_\_\_\_ By \_\_\_\_\_  
~~FINANCE OFFICER~~ Title \_\_\_\_\_

~~APPROVED AS TO FORM AND LEGAL SUFFICIENCY:~~

~~Fed. I. D. # \_\_\_\_\_~~

~~ASSISTANT [CITY/COUNTY] ATTORNEY OR LEGAL COUNSEL~~

~~AFFIRMATIVE ACTION APPROVAL~~

~~CONTRACT COMPLIANCE SUPERVISOR~~



March 19, 2015

Greater Bridgeport Regional Council  
525 Water St. Suite 1  
Bridgeport, CT 06604

Re: Intent to Participate

Dear Connecticut National Disaster Resilience Competition Team:

This letter is to confirm the mutual intent of both State of Connecticut and Greater Bridgeport Regional Council (GBRC) to collaborate and enter into a partner agreement, contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, to carry out eligible activities as provided in the State of Connecticut CDBG-NDR application.

Greater Bridgeport Regional Council is a state designate regional planning agency tasked with assisting 6 member municipalities (Bridgeport, Fairfield, Easton, Monroe, Stratford and Trumbull) with transportation, transit, land use and environmental planning. The agency has given technical assistance to municipalities on hazard mitigation planning activities, as well as completed a regional hazard mitigation plan as per FEMA requirements. GBRC has extensive experience in offering technical assistance and coordination between member municipalities and various state and federal agencies.

It is expected in this partnership that GBRC will assist in coordination and outreach to our coastal municipalities, aiding the dissemination of information. The agency will also participate throughout the project selection process of Phase II coordinating with municipal staff and assisting in the acquisition of data where necessary.

It is understood that this is letter is only an expression of our intent and a binding partner agreement detailing the terms and conditions of the proposed partnership must be executed before the use of any CDBG-NDR funds, if awarded.

Sincerely,

Brian Bidolli  
Executive Director



**Appendix D**  
**PARTNERHSIP AGREEMENT**  
**BETWEEN State of Connecticut**  
**AND**  
**Greater Bridgeport Regional Council**  
**FOR**  
**Community Development Block Grant National Disaster Resilience Competition**  
**(CDBG-NDR)**

THIS AGREEMENT, entered this 26<sup>th</sup> day of October, 2015 by and between the State of Connecticut (herein called the "Applicant") and Greater Bridgeport Regional Council (herein called the "Partner").

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that;

**I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT**

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee shall execute a written subrecipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to the Partner. The written agreement must conform with all CDBG-NDR requirements and shall require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant's CDBG-NDR NOFA application.

**II. SCOPE OF SERVICE**

A. Activities

The Partner will be responsible for using CDBG-NDR funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-NDR NOFA, the Applicant/Grantee's application for CDBG-NDR assistance and the Applicant/Grantee's Grant Agreement for CDBG-NDR. Such use will include the following activities:

**Program/Project Delivery**

Activity #1      Attend annual meeting of the State Agencies Fostering Resilience (SAFR) Advisory Committee. At this meeting the Partner's designee will provide

supplemental subject matter expertise and advice to the membership of SAFR on CDBG-NDR projects, facilitate the coordination of their organization's activities with the activities of SAFR, and share lessons learned from the CDBG-NDR projects and the activities of the Partner. Additionally the Partner will provide subject matter expertise to SAFR outside of the annual meeting on an as-needed basis.

**B. Project Schedule**

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement. Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II.A above within 24 months.

The Partner agrees to implement the following:

The Partner's designee will attend five annual meetings of the SAFR Advisory Committee to be held in the spring of each year, with the first held in spring 2016 and the last held in spring 2020. The spring 2020 meeting will occur after the CDBG-NDR projects have concluded and will focus on applying lessons learned to future projects of SAFR.

**C. Staffing**

The Partner's designee shall attend the SAFR Advisory Committee annual meetings. Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

**III. BUDGET**

Zero grant funds will be provided.

The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

**IV. SPECIAL CONDITIONS**

If the Partner cannot fulfill the activities specified in this partner agreement, then they may resign from the SAFR Advisory Committee. The SAFR Advisory Committee is considered supplemental to the capacity of SAFR and the Partner agrees that their resignation from the SAFR Advisory Committee would not diminish the Applicant's ability to carry out the proposed CDBG-NDR projects. The Partner may suggest other organizations or individuals to be appointed to the SAFR Advisory Committee, who can provide subject matter expertise comparable to their own, should they not be able to continue their membership on the SAFR Advisory Committee.

**V. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**VI. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**VII. WAIVER**

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**VIII. ENTIRE AGREEMENT**


This Agreement between the Partner and the Applicant for the use of CDBG-NDR funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

Date October 26, 2015

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

[Applicant]

[Partner]

By   
Evonne M. Klein  
Commissioner  
Department of Housing

By   
Title Executive Director

~~Attest~~  
~~ASSISTANT [CITY/COUNTY] CLERK~~

Countersigned: ~~FINANCE OFFICER~~ By \_\_\_\_\_  
Title \_\_\_\_\_

~~APPROVED AS TO FORM AND LEGAL SUFFICIENCY:~~

~~Ed. I. D. # \_\_\_\_\_~~

~~ASSISTANT [CITY/COUNTY] ATTORNEY OR LEGAL COUNSEL~~

~~AFFIRMATIVE ACTION APPROVAL~~

~~CONTRACT COMPLIANCE SUPERVISOR~~



**CLEAN ENERGY**  
**FINANCE AND INVESTMENT AUTHORITY**

845 Brook Street  
Rocky Hill, Connecticut 06067

300 Main Street, 4th Floor  
Stamford, Connecticut 06901

T: 860.563.0015  
F: 860.563.4877  
www.ctcleanenergy.com

Connecticut Green Bank  
Bryan Garcia, President and CEO  
845 Brook St, Rocky Hill, CT 06001

March 3, 2015

Re: Intent to Participate

This letter is to confirm the mutual intent of the State of Connecticut Department of Housing and the Connecticut Green Bank to collaborate and enter into a partner agreement, contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, to carry out eligible activities as provided in the State of Connecticut Department of Housing CDBG-NDR application.

The Connecticut Green Bank (CGB) is the nation's first state green bank, with a mission to leverage public and private funds to drive investment and scale-up of clean energy deployment in Connecticut. It is the most successful example in the nation of using this model for investing in renewable energy and energy efficiency projects. The CGB finances deployment of a broad portfolio of clean energy projects that reduce greenhouse gas emissions and support energy resiliency through distributed generation and load reduction. The CGB is also committed to building Connecticut's economy and creating jobs – and to fostering a sustainable and prosperous economic future for the state.

CGB has a staff of highly talented, entrepreneurial, interdisciplinary, and committed individuals with expertise in large- and small-scale project finance and deployment, smart-grid/ energy related resiliency initiatives, and housing/ economic development. We are excited to support the CT NDR team in identifying and adopting the elements of the green bank model that are relevant to resiliency initiatives in Connecticut.

It is understood that this letter is only an expression of our intent, and that a binding partner agreement detailing the terms and conditions of the proposed partnership must be executed before any CDBG-NDR funds, if awarded, are used.

Sincerely,



Bryan Garcia

President and CEO

**Appendix D**  
**PARTNERHSIP AGREEMENT**  
**BETWEEN State of Connecticut**  
**AND**  
**CONNECTICUT GREEN BANK**  
**FOR**  
**Community Development Block Grant National Disaster Resilience Competition**  
**(CDBG-NDR)**

THIS AGREEMENT, entered this 26<sup>th</sup> day of October, 2015 by and between the State of Connecticut (herein called the "Applicant") and CONNECTICUT GREEN BANK (herein called the "Partner").

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that;

**I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT**

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee shall execute a written subrecipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to the Partner. The written agreement must conform with all CDBG-NDR requirements and shall require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant's CDBG-NDR NOFA application.

**II. SCOPE OF SERVICE**

A. Activities

The Partner will be responsible for using CDBG-NDR funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-NDR NOFA, the Applicant/Grantee's application for CDBG-NDR assistance and the Applicant/Grantee's Grant Agreement for CDBG-NDR. Such use will include the following activities:

**Program/Project Delivery**

Activity #1      Attend annual meeting of the State Agencies Fostering Resilience (SAFR) Advisory Committee. At this meeting the Partner's designee will provide

supplemental subject matter expertise and advice to the membership of SAFR on CDBG-NDR projects, facilitate the coordination of their organization's activities with the activities of SAFR, and share lessons learned from the CDBG-NDR projects and the activities of the Partner. Additionally the Partner will provide subject matter expertise to SAFR outside of the annual meeting on an as-needed basis.

**B. Project Schedule**

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement. Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II.A above within 24 months.

The Partner agrees to implement the following:

The Partner's designee will attend five annual meetings of the SAFR Advisory Committee to be held in the spring of each year, with the first held in spring 2016 and the last held in spring 2020. The spring 2020 meeting will occur after the CDBG-NDR projects have concluded and will focus on applying lessons learned to future projects of SAFR.

**C. Staffing**

The Partner's designee shall attend the SAFR Advisory Committee annual meetings. Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

**III. BUDGET**

Zero grant funds will be provided.

The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

**IV. SPECIAL CONDITIONS**

If the Partner cannot fulfill the activities specified in this partner agreement, then they may resign from the SAFR Advisory Committee. The SAFR Advisory Committee is considered supplemental to the capacity of SAFR and the Partner agrees that their resignation from the SAFR Advisory Committee would not diminish the Applicant's ability to carry out the proposed CDBG-NDR projects. The Partner may suggest other organizations or individuals to be appointed to the SAFR Advisory Committee, who can provide subject matter expertise comparable to their own, should they not be able to continue their membership on the SAFR Advisory Committee.

**V. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**VI. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**VII. WAIVER**

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**VIII. ENTIRE AGREEMENT**

This Agreement between the Partner and the Applicant for the use of CDBG-NDR funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.





Date October 26, 2015

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

[Applicant]

[Partner]

By   
Evonne M. Klein  
Commissioner  
Department of Housing

  
By \_\_\_\_\_  
Title President and CEO



Housing  
Development  
Fund

## Housing Development Fund

Re: Intent to Participate

This letter is to confirm the mutual intent of both the State of Connecticut Department of Housing and Housing Development Fund to collaborate and enter into a partner agreement or other agreement, contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, to carry out eligible activities as provided in the State of Connecticut Department of Housing CDBG-NDR application.

The Housing Development Fund, Inc. was established in 1989 as a nonprofit organization to finance the development of affordable housing. Since then, it has grown to a loan fund with over \$120 million in funds under management that encompasses programs for pre-development, acquisition, rehabilitation, and construction of affordable housing as well as down payment and closing cost assistance loans to low- and moderate-income families. Over 1,000 high quality homes have been built with HDF financing, including senior housing, special needs housing and supportive housing. HDF has helped over 1,850 individuals and families purchase homes with \$79 million in financing provided or administered by HDF that has, in turn, leveraged over \$292 million in conventional first mortgage activity (as of 9/30/14).

HDF will work with the Connecticut NDRC initiative to apply lessons from our existing lending programs including Shore UP Connecticut, the State's Shoreline Resiliency Loan Fund that we administer for the State of Connecticut Department of Housing. Our current analysis of the housing needs in 80 low-income census tracts being conducted with Yale will assist in analysis of the unmet needs of the target area's most vulnerable populations and designing mechanisms for meeting these needs. We look forward to exploring opportunities to work with the NDRC Initiative to meet these needs consistent with HDF's mission to assist households to become and maintain ownership of affordable housing.

It is understood that this letter is only an expression of our intent and a binding partner agreement or other agreement detailing the terms and conditions of the proposed partnership must be executed before the use of any CDBG-NDF funds, if awarded.

Respectfully,

A handwritten signature in blue ink that reads "Joan Carty". The signature is fluid and cursive, written over a white background.

Joan Carty, President and Chief Executive Officer



**Appendix D**  
**PARTNERHSIP AGREEMENT**  
**BETWEEN State of Connecticut**  
**AND**  
**HOUSING DEVELOPMENT FUND**  
**FOR**  
**Community Development Block Grant National Disaster Resilience Competition**  
**(CDBG-NDR)**

THIS AGREEMENT, entered this 26<sup>th</sup> day of October, 2015 by and between the State of Connecticut (herein called the "Applicant") and the Housing Development Fund (herein called the "Partner").

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that;

**I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT**

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee shall execute a written subrecipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to the Partner. The written agreement must conform with all CDBG-NDR requirements and shall require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant's CDBG-NDR NOFA application.

**II. SCOPE OF SERVICE**

A. Activities

The Partner will be responsible for using CDBG-NDR funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-NDR NOFA, the Applicant/Grantee's application for CDBG-NDR assistance and the Applicant/Grantee's Grant Agreement for CDBG-NDR. Such use will include the following activities:

**Program/Project Delivery**

Activity #1      Attend annual meeting of the State Agencies Fostering Resilience (SAFR) Advisory Committee. At this meeting the Partner's designee will provide

supplemental subject matter expertise and advice to the membership of SAFR on CDBG-NDR projects, facilitate the coordination of their organization's activities with the activities of SAFR, and share lessons learned from the CDBG-NDR projects and the activities of the Partner. Additionally the Partner will provide subject matter expertise to SAFR outside of the annual meeting on an as-needed basis.

**B. Project Schedule**

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement. Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II.A above within 24 months.

The Partner agrees to implement the following:

The Partner's designee will attend five annual meetings of the SAFR Advisory Committee to be held in the spring of each year, with the first held in spring 2016 and the last held in spring 2020. The spring 2020 meeting will occur after the CDBG-NDR projects have concluded and will focus on applying lessons learned to future projects of SAFR.

**C. Staffing**

The Partner's designee shall attend the SAFR Advisory Committee annual meetings. Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

**III. BUDGET**

Zero grant funds will be provided.

The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

**IV. SPECIAL CONDITIONS**

If the Partner cannot fulfill the activities specified in this partner agreement, then they may resign from the SAFR Advisory Committee. The SAFR Advisory Committee is considered supplemental to the capacity of SAFR and the Partner agrees that their resignation from the SAFR Advisory Committee would not diminish the Applicant's ability to carry out the proposed CDBG-NDR projects. The Partner may suggest other organizations or individuals to be appointed to the SAFR Advisory Committee, who can provide subject matter expertise comparable to their own, should they not be able to continue their membership on the SAFR Advisory Committee.

**V. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**VI. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**VII. WAIVER**

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**VIII. ENTIRE AGREEMENT**

This Agreement between the Partner and the Applicant for the use of CDBG-NDR funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

Date October 26, 2015

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

[Applicant]  
By *Evonne M. Klein*  
Evonne M. Klein  
Commissioner  
Department of Housing

[Partner]  
By *Joan Carty*  
Title : President & CEO, Housing Development Fund

Attest ~~ASSISTANT [CITY/COUNTY] CLERK~~

Countersigned: ~~FINANCE OFFICER~~ By \_\_\_\_\_  
Title \_\_\_\_\_

~~APPROVED AS TO FORM AND LEGAL SUFFICIENCY:~~

Fed. I. D. # \_\_\_\_\_

~~ASSISTANT [CITY/COUNTY] ATTORNEY OR LEGAL COUNSEL~~

~~AFFIRMATIVE ACTION APPROVAL~~

~~CONTRACT COMPLIANCE SUPERVISOR~~



Connecticut  
still revolutionary

Department of Economic and  
Community Development

March 4, 2015

Re: Intent to Participate

As the Co-Chair for the Long Term Recovery committee for the State of Connecticut it is an honor to write a letter of support and to confirm committee's intent to collaborate and enter into an agreement, contingent upon the award of funds from the U.S. Department of Housing and Urban Development for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition. The funds will allow the state to carry out eligible activities as provided in the State of Connecticut Department of Housing CDBG-NDR application.


Our mission to help build more resilient communities has been guided by the creative collaboration with a myriad of public, private and non-profit stakeholders, each one contributing their unique expertise and experience. There exists a vibrant synergy as a result and this would be further enhanced exponentially with the successful addition of the (CDBG-NDR).

Through its Co-Chairmen, the Committee actively participated in a number of joint working groups with UConn and other organizations such as the Central Connecticut Regional Planning Association, The Urban Land Institute, The Connecticut Nature Conservancy and the Connecticut Association of Inland Waterways. We have participated in the Groton Coastal adaptation workshops conducted by ICLIE (International Council for Local Environmental Initiatives) and in seminars on coastal resilience in Old Lyme, Bridgeport, New Haven, Milford, Connecticut College and UConn's Avery Point. In our role at these events we sought to bring information on the economic and insurance implications of disasters as well as to educate on the social impacts. It has been our aim to help individuals and communities understand their risks before a disaster strikes and just as importantly develop a broad-based safety net for them afterwards that address their unmet needs when other resources have been exhausted.

The Long Term Recovery Committee will be a strong partner to help inform and educate policymakers, the business community and citizens on practices for building and maintaining resilient communities.

It is understood that this is letter is only an expression of our intent and a binding partner agreement detailing the terms and conditions of the proposed partnership must be executed before the use of any CDBG-NDR funds, if awarded.

Respectfully,

  
George B. Bradner, Property & Casualty Director  
Connecticut insurance Department  
Co-Chair State Long Term Recovery (RSF 14)

**Appendix D**  
**PARTNERHSIP AGREEMENT**  
**BETWEEN State of Connecticut**  
**AND**  
**CT Long Term Recovery**  
**FOR**  
**Community Development Block Grant National Disaster Resilience Competition**  
**(CDBG-NDR)**

THIS AGREEMENT, entered this 26<sup>th</sup> day of October, 2015 by and between the State of Connecticut (herein called the "Applicant") and CT Long Term Recovery herein called the "Partner").

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that;

**I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT**

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee shall execute a written subrecipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to the Partner. The written agreement must conform with all CDBG-NDR requirements and shall require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant's CDBG-NDR NOFA application.

**II. SCOPE OF SERVICE**

A. Activities

The Partner will be responsible for using CDBG-NDR funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-NDR NOFA, the Applicant/Grantee's application for CDBG-NDR assistance and the Applicant/Grantee's Grant Agreement for CDBG-NDR. Such use will include the following activities:

**Program/Project Delivery**

Activity #1 Attend annual meeting of the State Agencies Fostering Resilience (SAFR) Advisory Committee. At this meeting the Partner's designee will provide supplemental subject matter expertise and advice to the membership of SAFR on



CDBG-NDR projects, facilitate the coordination of their organization's activities with the activities of SAFR, and share lessons learned from the CDBG-NDR projects and the activities of the Partner. Additionally the Partner will provide subject matter expertise to SAFR outside of the annual meeting on an as-needed basis.

**B. Project Schedule**

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement. Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II.A above within 24 months.

The Partner agrees to implement the following:

The Partner's designee will attend five annual meetings of the SAFR Advisory Committee to be held in the spring of each year, with the first held in spring 2016 and the last held in spring 2020. The spring 2020 meeting will occur after the CDBG-NDR projects have concluded and will focus on applying lessons learned to future projects of SAFR.

**C. Staffing**

The Partner's designee shall attend the SAFR Advisory Committee annual meetings. Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

**III. BUDGET**

Zero grant funds will be provided.

The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

**IV. SPECIAL CONDITIONS**

If the Partner cannot fulfill the activities specified in this partner agreement, then they may resign from the SAFR Advisory Committee. The SAFR Advisory Committee is considered supplemental to the capacity of SAFR and the Partner agrees that their resignation from the SAFR Advisory Committee would not diminish the Applicant's ability to carry out the proposed CDBG-NDR projects. The Partner may suggest other organizations or individuals to be appointed to the SAFR Advisory Committee, who can provide subject matter expertise comparable to their own, should they not be able to continue their membership on the SAFR Advisory Committee.

**V. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**VI. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**VII. WAIVER**

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**VIII. ENTIRE AGREEMENT**

This Agreement between the Partner and the Applicant for the use of CDBG-NDR funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

Date October 26, 2015

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

[Applicant]  
By Evonne M. Klein  
Evonne M. Klein  
Commissioner  
Department of Housing

[Partner]  
By [Signature]  
Title CO-Chair Long Term Recovery

Attest  
~~ASSISTANT [CITY/COUNTY] CLERK~~

Countersigned: ~~FINANCE OFFICER~~ By \_\_\_\_\_  
Title \_\_\_\_\_

~~APPROVED AS TO FORM AND LEGAL SUFFICIENCY:~~

~~Exec. I. D. # \_\_\_\_\_~~

~~ASSISTANT [CITY/COUNTY] ATTORNEY OR LEGAL COUNSEL~~

~~AFFIRMATIVE ACTION APPROVAL~~

~~CONTRACT COMPLIANCE SUPERVISOR~~



Partnership for Strong Communities  
227 Lawrence Street  
Hartford CT 06106

March 4, 2015

Re: Intent to Participate

This letter is to confirm the mutual intent of both the State of Connecticut Department of Housing and Partnership for Strong Communities to collaborate and enter into a partner agreement, contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, to carry out eligible activities as provided in the State of Connecticut Department of Housing CDBG-NDR application.

The Partnership for Strong Communities is a statewide housing policy organization that works to prevent and end homelessness, create affordable housing and foster state-of-the-art community development solutions. The Partnership staffs two campaigns, Reaching Home and HOMEConnecticut to seek an end to homelessness and create affordable and mixed-income housing in communities that have little or none. It has worked closely with state, non-profit and private-sector partners and has collaborated with those in other disciplines – education, transportation, healthcare, energy, environmental quality, community and economic development – to create thoughtful, multidisciplinary strategies.

The Partnership would be very interested in working with Department of Housing, the partner state agencies, municipalities, developers and our other partners in creating affordable and mixed-income housing in locations proximate to transit, in communities with abundant services and high-resource schools, in or near town centers and other walkable locations, and in areas with existing or planned infrastructure. The Partnership believes the National Disaster Resilience Competition is a spectacular idea and the aid it could provide Connecticut could advance the needs of not only individual households and communities but also the state's wider community and economic quality of life. This includes, centrally, housing choice. All households, no matter their income level, should have housing choices that are not only affordable but also afford them choices that meet the educational, training, healthcare, employment and other key needs of children, parents and families. That has been the Partnership's work over for more than a decade, and it will continue to be.

The Partnership believes that housing is the foundation of opportunity for individuals and families. Housing that is affordable and provides access to jobs and adequate educational facilities and healthcare can prevent and end homelessness and fosters family well-being, individual attainment and economic growth for the community and state. Conversely, when households pay too much for housing that also fails to provide such access, wealth disparity grows, unemployment increases, the achievement gap widens and opportunity is lost.

It is understood that this is letter is only an expression of our intent and a binding partner agreement detailing the terms and conditions of the proposed partnership must be executed before the use of any CDBG-NDR funds, if awarded.

Sincerely,

A handwritten signature in black ink, appearing to read "David Fink", with a long horizontal flourish extending to the right.

David Fink  
Policy Director  
Partnership for Strong Communities

**Appendix D**  
**PARTNERSHIP AGREEMENT**  
**BETWEEN State of Connecticut**  
**AND**  
**PARTNERSHIP FOR STRONG COMMUNITIES**  
**FOR**  
**Community Development Block Grant National Disaster Resilience Competition**  
**(CDBG-NDR)**

THIS AGREEMENT, entered this 26<sup>th</sup> day of October, 2015 by and between the State of Connecticut (herein called the "Applicant") and Partnership for Strong Communities\_ (herein called the "Partner").

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that;

**I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT**

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee shall execute a written subrecipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to the Partner. The written agreement must conform with all CDBG-NDR requirements and shall require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant's CDBG-NDR NOFA application.

**II. SCOPE OF SERVICE**

A. Activities

The Partner will be responsible for using CDBG-NDR funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-NDR NOFA, the Applicant/Grantee's application for CDBG-NDR assistance and the Applicant/Grantee's Grant Agreement for CDBG-NDR. Such use will include the following activities:

**Program/Project Delivery**

Activity #1 Attend annual meeting of the State Agencies Fostering Resilience (SAFR) Advisory Committee. At this meeting the Partner's designee will provide

supplemental subject matter expertise and advice to the membership of SAFR on CDBG-NDR projects, facilitate the coordination of their organization's activities with the activities of SAFR, and share lessons learned from the CDBG-NDR projects and the activities of the Partner. Additionally the Partner will provide subject matter expertise to SAFR outside of the annual meeting on an as-needed basis.

#### B. Project Schedule

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement. Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II.A above within 24 months.

The Partner agrees to implement the following:

- The Partner's designee will attend five annual meetings of the SAFR Advisory Committee to be held in the spring of each year, with the first held in spring 2016 and the last held in spring 2020. The spring 2020 meeting will occur after the CDBG-NDR projects have concluded and will focus on applying lessons learned to future projects of SAFR.

#### C. Staffing

The Partner's designee shall attend the SAFR Advisory Committee annual meetings. Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

### **III. BUDGET**

Zero grant funds will be provided.

The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

### **IV. SPECIAL CONDITIONS**

If the Partner cannot fulfill the activities specified in this partner agreement, then they may resign from the SAFR Advisory Committee. The SAFR Advisory Committee is considered supplemental to the capacity of SAFR and the Partner agrees that their resignation from the SAFR Advisory Committee would not diminish the Applicant's ability to carry out the proposed CDBG-NDR projects. The Partner may suggest other organizations or individuals to be appointed to the SAFR Advisory Committee, who can provide subject matter expertise comparable to their own, should they not be able to continue their membership on the SAFR Advisory Committee.

### **V. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**VI. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**VII. WAIVER**

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**VIII. ENTIRE AGREEMENT**

This Agreement between the Partner and the Applicant for the use of CDBG-NDR funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.



Date October 26, 2015

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

[Applicant]

[Partner]

By *Evonne M. Klein*  
Evonne M. Klein  
Commissioner  
Department of Housing

By *Alvin Woodsky*  
Title: Executive Director

Attest ASSISTANT [CITY/COUNTY] CLERK

Countersigned: FINANCE OFFICER

By \_\_\_\_\_  
Title \_\_\_\_\_

~~APPROVED AS TO FORM AND LEGAL SUFFICIENCY:~~

~~Fed. I. D. # \_\_\_\_\_~~

~~ASSISTANT [CITY/COUNTY] ATTORNEY OR LEGAL COUNSEL~~

~~AFFIRMATIVE ACTION APPROVAL~~

~~CONTRACT COMPLIANCE SUPERVISOR~~

# SCRCOG

## SOUTH CENTRAL REGIONAL COUNCIL OF GOVERNMENTS

*Planning for Our Region's Future*

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Bethany Branford East Haven Guilford Hamden Madison Meriden Milford  
New Haven North Branford North Haven Orange Wallingford West Haven Woodbridge

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Carl J. Amento, Executive Director

March 10, 2015

Connecticut Department of Housing  
505 Hudson Street  
Hartford, CT 06106

Re: State of Connecticut CDBG-NDR Competition Application

Dear Sir or Madam:

This letter is to confirm the mutual intent of both the Connecticut Department of Housing (CDOH) and the South Central Regional Council of Governments (SCRCOG) to collaborate and enter into a partner agreement, contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, to carry out eligible activities as provided in the Connecticut Department of Housing's CDBG-NDR application.

SCRCOG is made up of fifteen municipalities in South Central Connecticut: Bethany, Branford, East Haven, Guilford, Hamden, Madison, Meriden, Milford, New Haven, North Branford, North Haven, Orange, Wallingford, West Haven, and Woodbridge. The SCRCOG Region covers approximately 570,000 people, or 1/6th of the State of Connecticut's population. The Region and, particularly its coastal municipalities, were severely impacted by Hurricane Sandy, the qualifying disaster for the CDBG-NDR competition.

SCRCOG provides a platform for inter-municipal coordination, cooperation, and decision making. Over the years, SCRCOG has addressed numerous issues, including transportation, land use, hazard mitigation, and coastal resilience planning.

The partnership between the CDOH and SCRCOG will involve SCRCOG's commitment to participate in the project, attend meetings, and offer its expertise and knowledge of the local communities to the CDOH.

It is understood that this is letter is only an expression of our intent and a binding partner agreement detailing the terms and conditions of the proposed partnership must be executed before the use of any CDBG-NDR funds, if awarded.

Sincerely,



Carl J. Amento  
Executive Director

---

127 Washington Avenue, 4th Floor West, North Haven, CT 06473

www.scrkog.org T (203) 234-7555 F (203) 234-9850 camento@scrkog.org

**PARTNERSHIP AGREEMENT  
BETWEEN State of Connecticut  
AND  
South Central Regional Council of Governments  
FOR  
Community Development Block Grant National Disaster Resilience Competition  
(CDBG-NDR)**

THIS AGREEMENT, entered this thirteenth day of October 2015 by and between the State of Connecticut (herein called the "Applicant") and South Central Regional Council of Governments (herein called the "Partner").

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that;

**I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT**

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee shall execute a written subrecipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to the Partner. The written agreement must conform with all CDBG-NDR requirements and shall require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant's CDBG-NDR NOFA application.

**II. SCOPE OF SERVICE**

**A. Activities**

The Partner will be responsible for using CDBG-NDR funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-NDR NOFA, the Applicant/Grantee's application for CDBG-NDR assistance and the Applicant/Grantee's Grant Agreement for CDBG-NDR. Such use will include the following activities:

**Program/Project Delivery**

Activity #1 Attend annual meeting of the State Agencies Fostering Resilience (SAFR) Advisory Committee. At this meeting the Partner's designee will provide supplemental subject matter expertise and advice to the membership of SAFR on

CDBG-NDR projects, facilitate the coordination of their organization's activities with the activities of SAFR, and share lessons learned from the CDBG-NDR projects and the activities of the Partner. Additionally the Partner will provide subject matter expertise to SAFR outside of the annual meeting on an as-needed basis.

**B. Project Schedule**

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement. Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II.A above within 24 months.

The Partner agrees to implement the following:

The Partner's designee will attend five annual meetings of the SAFR Advisory Committee to be held in the spring of each year, with the first held in spring 2016 and the last held in spring 2020. The spring 2020 meeting will occur after the CDBG-NDR projects have concluded and will focus on applying lessons learned to future projects of SAFR.

**C. Staffing**

The Partner's designee shall attend the SAFR Advisory Committee annual meetings. Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

**III. BUDGET**

Zero grant funds will be provided.

The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

**IV. SPECIAL CONDITIONS**

If the Partner cannot fulfill the activities specified in this partner agreement, then they may resign from the SAFR Advisory Committee. The SAFR Advisory Committee is considered supplemental to the capacity of SAFR and the Partner agrees that their resignation from the SAFR Advisory Committee would not diminish the Applicant's ability to carry out the proposed CDBG-NDR projects. The Partner may suggest other organizations or individuals to be appointed to the SAFR Advisory Committee, who can provide subject matter expertise comparable to their own, should they not be able to continue their membership on the SAFR Advisory Committee.

**V. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**VI. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**VII. WAIVER**

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**VIII. ENTIRE AGREEMENT**

This Agreement between the Partner and the Applicant for the use of CDBG-NDR funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

October 13, 2015

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

State of Connecticut  
By 

South Central Regional Council of Governments  
By   
Carl J. Amento, Executive Director



March 23, 2015

Mr. Stanley Gimont  
Director, Office of Block Grant Assistance  
US Department of Housing and Urban Development  
451 7<sup>th</sup> Street S.W.  
Washington, DC 20410

Re: CDBG-NDR Intent to Participate

Dear Mr. Gimont,

This letter is to confirm the mutual intent of both the Connecticut Department of Housing (CT DOH) and the [Emily Hall Tremaine Foundation](#) (EHTF) to collaborate and enter into a partner agreement, contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, to carry out eligible activities as provided in the CT DEEP CDBG-NDR application.

EHTF will bring multiple levels of support to the State's application. As a thought partner, I have the benefit of having helped the Surdna Foundation during its engagement with the **Rebuild by Design** initiative, so I will bring that first-hand experience to bear in Connecticut. This experience includes insights regarding the opportunities and challenges of multi-party / cross-sector resiliency planning and innovation, as well as project knowledge from the Rebuild applicants.

In addition, EHTF has been a key funder of state-level climate and energy initiatives in Connecticut, including seed funding for the State's [climate action plan](#). EHTF also continues to fund nonprofits within the state that champion climate and energy efforts, so we have the ability to leverage this support in connection to State disaster recovery initiatives. We are also looking to fund resiliency innovations at the community scale, especially those that link into national learning networks. For example, we are recommending that our Board approve a grant to the [Stamford 2030 District](#), and we have submitted an application with Stamford 2030 to leverage national funding through [The Funders Network Partners for Places](#) grant competition.

In addition, we will utilize national funder affinity group involvement to raise the visibility of Connecticut's efforts, including our membership in [The Funders Network](#), [The Climate and Energy Funders Group](#), and the [Environmental Grantmakers Association](#). Given that innovative financing for resiliency efforts is a key topic within these funder groups, EHTF will continue to raise-up the [Connecticut Green Bank](#) as a leader in this space, as well as the need for private philanthropy to help seed these entities, as we did in the early phases of the Green Bank's evolution. We'll also partner

with the state on strategic outreach and communications in this space, including through our grantee the [Clean Energy Finance Forum](#), which is produced by the [Yale Center for Business and the Environment](#).

The most important effort to champion, however, may be support for the civic infrastructure that will ensure that resiliency innovations are authentically inclusive and representative of all constituencies that are affected by disaster scenarios. EHTF has much learning to offer based on our decades of experience in raising awareness of and positive change within the field of learning disabilities /differences. These civic infrastructure building lessons range from support for public polling and surveying to large-scale public messaging platforms, as well as assistive technology R&D and technical assistance for critical practitioners in the field. In addition, one of our program staff is a new member of The Funders Network [PLACES fellowship](#), which will strengthen the equity lens on our work.

For all of these reasons, we are anxious to roll-up our sleeves and jump into the CDBG-NDR effort with CT-DOH and the array of at-the-ready partners who will make Connecticut a leader on what 21<sup>st</sup> century disaster recovery can and needs to look like. Our collective aim is to craft lasting solutions to local and regional climate-resilient recovery strategies. You can contact me directly at [knapik@tremainefoundation.org](mailto:knapik@tremainefoundation.org) if you have any questions or need additional information regarding our level of commitment. Thank you for your consideration of the State's application.

It is understood that this letter is only an expression of our intent and a binding partner agreement detailing the terms and conditions of the proposed partnership must be executed before the use of any CDBG-NDR funds, if awarded.

Sincerely,

A handwritten signature in black ink, appearing to read "Michelle Knapik". The signature is fluid and cursive, with a large initial "M" and a stylized "K".

Michelle Knapik  
President

**Appendix D**  
**PARTNERHSIP AGREEMENT**  
**BETWEEN State of Connecticut**  
**AND**  
**The Emily Hall Tremaine Foundation**  
**FOR**  
**Community Development Block Grant National Disaster Resilience Competition**  
**(CDBG-NDR)**

THIS AGREEMENT, entered this 26<sup>th</sup> day of October, 2015 by and between the State of Connecticut (herein called the "Applicant") and the Emily Hall Tremaine Foundation (herein called the "Partner").

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that;

**I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT**

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee shall execute a written subrecipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to the Partner. The written agreement must conform with all CDBG-NDR requirements and shall require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant's CDBG-NDR NOFA application.

**II. SCOPE OF SERVICE**

A. Activities

The Partner will be responsible for using CDBG-NDR funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-NDR NOFA, the Applicant/Grantee's application for CDBG-NDR assistance and the Applicant/Grantee's Grant Agreement for CDBG-NDR. Such use will include the following activities:

**Program/Project Delivery**

Activity #1 Attend annual meeting of the State Agencies Fostering Resilience (SAFR) Advisory Committee. At this meeting the Partner's designee will provide



supplemental subject matter expertise and advice to the membership of SAFR on CDBG-NDR projects, facilitate the coordination of their organization's activities with the activities of SAFR, and share lessons learned from the CDBG-NDR projects and the activities of the Partner. Additionally the Partner will provide subject matter expertise to SAFR outside of the annual meeting on an as-needed basis.

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The Partner agrees to implement the following:

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**C. Staffing**

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**III. BUDGET**

Zero grant funds will be provided.

The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

**IV. SPECIAL CONDITIONS**

If the Partner cannot fulfill the activities specified in this partner agreement, then they may resign from the SAFR Advisory Committee. The SAFR Advisory Committee is considered supplemental to the capacity of SAFR and the Partner agrees that their resignation from the SAFR Advisory Committee would not diminish the Applicant's ability to carry out the proposed CDBG-NDR projects. The Partner may suggest other organizations or individuals to be appointed to the SAFR Advisory Committee, who can provide subject matter expertise comparable to their own, should they not be able to continue their membership on the SAFR Advisory Committee.

**V. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**VI. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**VII. WAIVER**

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

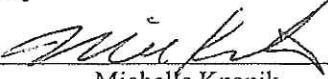
**VIII. ENTIRE AGREEMENT**

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Date: October 26, 2015

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

[Applicant]  
By   
Evonne M. Klein  
Commissioner  
Department of Housing

[Partner]  
By:   
Michelle Knapik  
Title: President and Chief Executive Officer  
Emily Hall Tremaine Foundation

~~Attest~~  
~~ASSISTANT [CITY/COUNTY] CLERK~~

Countersigned: ~~FINANCE OFFICER~~ ~~by~~ \_\_\_\_\_  
Title \_\_\_\_\_

~~APPROVED AS TO FORM AND LEGAL SUFFICIENCY:~~

~~Fed. I.D. #~~ \_\_\_\_\_

~~ASSISTANT [CITY/COUNTY] ATTORNEY OR LEGAL COUNSEL~~

~~AFFIRMATIVE ACTION APPROVAL~~

~~CONTRACT COMPLIANCE SUPERVISOR~~

UIL Holdings Corporation  
157 Church Street  
PO Box 1564  
New Haven, CT 06506-0901  
Phone 203.499.2032  
Fax 203.499.3664

Anthony Marone  
Senior Vice President  
Customer and Business Services



March 18, 2015

UIL Holdings Corporation  
157 Church Street  
New Haven, CT 06510

Re: Intent to Participate

This letter is to confirm the mutual intent of both the Connecticut Department of Housing and UIL Holdings Corporation to collaborate and enter into a partner agreement, contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, to carry out eligible activities as provided in the Connecticut Department of Housing's CDBG-NDR application.

Headquartered in New Haven, Connecticut, UIL Holdings Corporation (UIL) is a diversified energy delivery company serving approximately 700,000 electric and natural gas utility customers in 67 communities across two states, with combined total assets of over \$5 billion.

UIL Holdings is the parent company for The United Illuminating Company (UI), Connecticut Natural Gas Corporation (CNG), The Southern Connecticut Gas Company (SCG), and The Berkshire Gas Company (Berkshire), each more than 100 years old. UI provides for the transmission and delivery of electricity and other energy related services for 17 communities in Connecticut, including the New Haven and Bridgeport areas. SCG and CNG are natural gas distribution companies that serve customers throughout Connecticut, while Berkshire serves natural gas customers in western Massachusetts. UIL Holdings employs more than 1,850 people in the New England region.

As a provider of energy services to communities across Connecticut, UIL shares the Applicant's goal to increase the resilience and sustainability of vulnerable communities along Connecticut's coast and inland waterways to the growing impacts of climate change on the natural, built, and human environment.

Much of UIL's electric service territory and critical gas and electric infrastructure lie in coastal and floodplain zones, communities which were dramatically impacted by recent weather events including Hurricanes Sandy and Irene. The work the Consortium proposes to undertake with CDGB-NDR funds includes broad stakeholder engagement, research and analysis, codifying proven solutions, and creating a finance model for investment in the resilience of infrastructure, services and supply chains. This effort will improve our ability to serve customers directly and indirectly by helping at-risk and distressed communities plan for disaster mitigation, recovery, and economic revitalization in the face of changing climates and extreme weather-related events.

UIL is already investing in electric transmission and distribution infrastructure, improving the resiliency of communities we serve through capital investment in pole strengthening, upgrades to "step down" distribution banks, line condition assessments, emergency equipment inventory assessments, and upgrades to the communications fiber network. Such efforts, as well as our partnership with the State of Connecticut's Department of Energy and Environmental Protection (DEEP) and a number of local communities to build municipal "Microgrids", represent a ten-year, multi-million dollar strategic investment that will greatly improve overall "grid" resilience. We are also investing over the long-term, assessing and implementing coastal substation flood mitigation to upgrade the infrastructure to standards that meet and exceed revised FEMA recommendations.

The proposed activities detailed in this grant application are closely aligned with the State and the Governor's priorities to create "Resilience Networks" and "Resilience Corridors." These are comprehensive and proactive resiliency efforts to identify and invest broad community-oriented solutions in the most at-risk areas. These communities are at the epicenter of current and future economic growth, are significant population centers, and are critical pieces of our nation's transportation corridors. As the electric service provider to Connecticut's two largest cities, UIL understands that investments and partnerships in areas such as resiliency are critical to our many customers' and partners' ability to thrive and adapt to a changing environment.

UIL Holdings looks forward to continuing to partner with the Connecticut Department of Housing, CIRCA and other participants on critical efforts to improve our overall resilience in the face of changing environmental factors and encourages HUD's awarding of CDBG-NDR funds to undertake this critical work.

For additional information or questions regarding UIL's support for the Department of Housing's CDBG-NDR proposal, please contact me at [Anthony.marone@uinet.com](mailto:Anthony.marone@uinet.com).

UIL Holdings Corporation  
March 18, 2015  
Page 3

It is understood that this letter is only an expression of our intent and a binding partner agreement detailing the terms and conditions of the proposed partnership must be executed before the use of any CDBG-NDR funds, if awarded.

Regards,

A handwritten signature in black ink, appearing to read "Anthony Marone". The signature is written in a cursive style with a large initial "A".

---

Anthony Marone

Sr. Vice President Business & Customer Services

**PARTNERHSIP AGREEMENT  
BETWEEN State of Connecticut  
AND  
UIL Holdings Corporation  
FOR  
Community Development Block Grant National Disaster Resilience Competition  
(CDBG-NDR)**

THIS AGREEMENT, entered this 21st day of October, 2015 by and between the State of Connecticut (herein called the "Applicant") and UIL Holdings Corporation (herein called the "Partner").

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant as set forth herein;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that;

**I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT**

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee shall execute a written subrecipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to the Partner. No such agreement shall be required if no such funds are disbursed, as provided for herein. The written agreement must conform with all CDBG-NDR requirements and shall require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant's CDBG-NDR NOFA application.

**II. SCOPE OF SERVICE**

**A. Activities**

The Partner will engage in the following activities:

**Program/Project Delivery**

**Activity #1** Attend annual meeting of the State Agencies Fostering Resilience (SAFR) Advisory Committee. At this meeting the Partner's designee will provide supplemental subject matter expertise and advice to the membership of SAFR on CDBG-NDR projects, facilitate the coordination of their organization's activities with the activities of SAFR, and share lessons learned from the CDBG-NDR projects and the activities of the Partner. Additionally the Partner will provide subject matter expertise to SAFR outside of the annual meeting on an as-needed basis.

**B. Project Schedule**

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement. Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II.A above within 24 months.

The Partner agrees to implement the following:

The Partner's designee will attend five annual meetings of the SAFR Advisory Committee to be held in the spring of each year, with the first held in spring 2016 and the last held in spring 2020. The spring 2020 meeting will occur after the CDBG-NDR projects have concluded and will focus on applying lessons learned to future projects of SAFR.

**C. Staffing**

The Partner's designee shall attend the SAFR Advisory Committee annual meetings. Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

**III. BUDGET**

Zero grant funds will be provided from the Applicant to the Partner.

**IV. SPECIAL CONDITIONS**

If the Partner cannot fulfill the activities specified in this partner agreement, then they may resign from the SAFR Advisory Committee. The SAFR Advisory Committee is considered supplemental to the capacity of SAFR and the Partner agrees that their resignation from the SAFR Advisory Committee would not diminish the Applicant's ability to carry out the proposed CDBG-NDR projects. The Partner may suggest other organizations or individuals to be appointed to the SAFR Advisory Committee, who can provide subject matter expertise comparable to their own, should they not be able to continue their membership on the SAFR Advisory Committee.

**V. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**VI. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**VII. WAIVER**



The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**VIII. ENTIRE AGREEMENT**

This Agreement between the Partner and the Applicant supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must be agreed to in writing between Partner and Applicant and receive prior approval by HUD.

October 26, 2015

Date

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

[Applicant]  
By Evonne M. Klein  
Evonne M. Klein  
Commissioner  
Department of Housing

[Partner]  
By [Signature]  
Title Sr Vice President Customer & Business Services  
UFL Holdings

Attest ASSISTANT [CITY/COUNTY] CLERK

Countersigned: FINANCE OFFICER

By \_\_\_\_\_  
Title \_\_\_\_\_

~~APPROVED AS TO FORM AND LEGAL SUFFICIENCY:~~

~~Fed. I. D. # \_\_\_\_\_~~

~~ASSISTANT [CITY/COUNTY] ATTORNEY OR LEGAL COUNSEL~~

~~AFFIRMATIVE ACTION APPROVAL~~

~~CONTRACT COMPLIANCE SUPERVISOR~~



## WESTERN CONNECTICUT COUNCIL OF GOVERNMENTS

888 Washington Boulevard, 3<sup>rd</sup> Floor, Stamford, CT 06901  
Stamford Office (203) 316-5190 - Brookfield Office (203) 775-  
6256

March 10, 2015

Commissioner Evonne Klein  
Connecticut Department of Housing  
505 Hudson Street  
Hartford, CT 06106-7106

**RE: *Intent to Participate – U.S. Department of Housing & Urban Development (HUD)  
National Disaster Resilience Competition (NDRC)***

Dear Commissioner Klein:

This letter confirms the Western Connecticut Council of Governments' (WestCOG) intent to enter into a nonbinding partner agreement and collaborate with the State of Connecticut, contingent upon the award of funds from the United States Department of Housing and Urban Development (HUD) for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, to carry out eligible activities as provided in the State's CDBG-NDR application. It is understood that this letter is only an expression of intent and a binding partner agreement (or other agreement) detailing the terms and conditions of the proposed partnership must be executed before the use of any CDBG-NDR funds, if awarded.

WestCOG represents and provides essential services to 18 communities in Western Connecticut, some of which meet HUD Most Impacted and Distressed (MID) and Unmet Recovery Needs (URN) threshold criteria. WestCOG serves as a liaison between local and state government, with experience in the fields of disaster resilience and natural hazard mitigation, as evidenced by the recent updates to our Federal Emergency Management Agency (FEMA) Hazard Mitigation Plans.

Recent storms such as Sandy have demonstrated the need to build resilience against disasters and the devastating consequences of inaction. Given Western Connecticut's key location—we are the primary connection between New England and the rest of the eastern seaboard—these consequences extend far beyond our region. WestCOG welcomes the opportunity to work with the State on CDBG-NDR grant efforts, bringing together federal, state, and local partners to forge a stronger and safer future.

Sincerely,

A handwritten signature in blue ink that reads "Francis R. Pickering". The signature is stylized and cursive.

Francis R. Pickering  
Executive Director

**Appendix D**  
**PARTNERSHIP AGREEMENT**  
**BETWEEN State of Connecticut**  
**AND**  
**Western Connecticut Council of Governments**  
**FOR**  
**Community Development Block Grant National Disaster Resilience Competition**  
**(CDBG-NDR)**

THIS AGREEMENT, entered this 26<sup>th</sup> day of October, 2015 by and between the State of Connecticut (herein called the "Applicant") and Western Connecticut Council of Governments (herein called the "Partner").

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that;

**I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT**

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee shall execute a written subrecipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to the Partner. The written agreement must conform with all CDBG-NDR requirements and shall require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant's CDBG-NDR NOFA application.

**II. SCOPE OF SERVICE**

**A. Activities**

The Partner will be responsible for using CDBG-NDR funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-NDR NOFA, the Applicant/Grantee's application for CDBG-NDR assistance and the Applicant/Grantee's Grant Agreement for CDBG-NDR. Such use will include the following activities:

**Program/Project Delivery**

Activity #1      Attend annual meeting of the State Agencies Fostering Resilience (SAFR) Advisory Committee. At this meeting the Partner's designee will provide

supplemental subject matter expertise and advice to the membership of SAFR on CDBG-NDR projects, facilitate the coordination of their organization's activities with the activities of SAFR, and share lessons learned from the CDBG-NDR projects and the activities of the Partner. Additionally the Partner will provide subject matter expertise to SAFR outside of the annual meeting on an as-needed basis.

#### B. Project Schedule

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement. Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II.A above within 24 months.

The Partner agrees to implement the following:

The Partner's designee will attend five annual meetings of the SAFR Advisory Committee to be held in the spring of each year, with the first held in spring 2016 and the last held in spring 2020. The spring 2020 meeting will occur after the CDBG-NDR projects have concluded and will focus on applying lessons learned to future projects of SAFR.

#### C. Staffing

The Partner's designee shall attend the SAFR Advisory Committee annual meetings. Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

### **III. BUDGET**

Zero grant funds will be provided.

The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

### **IV. SPECIAL CONDITIONS**

If the Partner cannot fulfill the activities specified in this partner agreement, then they may resign from the SAFR Advisory Committee. The SAFR Advisory Committee is considered supplemental to the capacity of SAFR and the Partner agrees that their resignation from the SAFR Advisory Committee would not diminish the Applicant's ability to carry out the proposed CDBG-NDR projects. The Partner may suggest other organizations or individuals to be appointed to the SAFR Advisory Committee, who can provide subject matter expertise comparable to their own, should they not be able to continue their membership on the SAFR Advisory Committee.

### **V. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**VI. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**VII. WAIVER**

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**VIII. ENTIRE AGREEMENT**

This Agreement between the Partner and the Applicant for the use of CDBG-NDR funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

Date October 26, 2015

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

[Applicant]  
By Evonne M. Klein  
Evonne M. Klein  
Commissioner  
Department of Housing

[Partner]  
By Francis Pickering  
FRANCIS PICKERING  
Executive Director

Attest ASSISTANT [CITY/COUNTY] CLERK

Countersigned: FINANCE OFFICER

By \_\_\_\_\_  
Title \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Ec. I. D. # \_\_\_\_\_

ASSISTANT [CITY/COUNTY] ATTORNEY OR LEGAL COUNSEL

AFFIRMATIVE ACTION APPROVAL

CONTRACT COMPLIANCE SUPERVISOR



Yale University  
School of Forestry  
& Environmental Studies



School of Architecture

Alexander J. Felson  
Assistant Professor  
Director, Urban Ecology and Design Lab and the Joint Degree FES + SOA  
Kroon Hall  
195 Prospect Street  
New Haven, CT 06511  
Phone: 203-415-8794  
FAX: 203-436-9135

<http://environment.yale.edu/profile/felson>  
<http://uedlab.yale.edu/>

March 18, 2015

**Re: US Department of Housing and Urban Development CDBG-NDR Application**

Re: Intent to Participate

This letter is to confirm the mutual intent of both the State of Connecticut and Yale University Urban Ecology and Design Lab to collaborate and enter into a partner agreement [or other agreement], contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, to carry out eligible activities as provided in the [applicant's] CDBG-NDR application.

Yale University's Urban Ecology and Design Lab works closely with stakeholders and communities, through trans- and interdisciplinary collaboration. The Lab combines bottom-up community engagement with interagency dialogue and creative site planning and design solutions along with field experiments through real world implementation projects. The UEDLAB bridge between the perspectives of city managers who are increasingly reliant on urban ecosystems and green infrastructure to provide ecosystem services and ecologists seeking to fill knowledge gaps in understanding of urban ecosystem performance and resilience.

Alex Felson and Yale's UEDLAB led efforts in [Rebuild by Design](#), a Superstorm Sandy initiative sponsored by the US Department of Housing and Urban Development, the Presidential Hurricane Sandy Rebuilding Task Force and the Rockefeller Foundation. Alex Felson Landscape Architect is currently working with the State of Connecticut on the HUD NRDC grant process in partnership with the Climate Institute for Resilience and Coastal Adaptation at UCONN. Over the last four years the UEDLAB has worked with a community in Bridgeport to construct green infrastructure gardens designed as experiments to test



performance. The Lab partners with The Nature Conservancy and local engineering firms for coastal resilience planning, including the Coastal Resilience Plan for Guilford, Connecticut.

The structure of the proposed partnership builds on existing relationships between CIRCA and Yale University. Yale University is made up of over 800 science, math, and engineering labs, numerous schools, and boasts world-renowned faculty. In order to continue to take advantage of the expertise at Yale University, the UEDLAB proposes to serve an advisory role with the State team and to identify and position other researchers, graduate students and undergraduates in roles that can contribute to phase 2. The UEDLAB members propose to serve as advisors in coastal adaptation and ecological design. The UEDLAB would be willing to attend selected meetings (5) and provide presentations (3) and/or contribute to conference call discussions on coastal resilience. The UEDLAB could also serve as sub-recipient to provide additional services in areas of regional to site scale landscape architecture, and urban ecological design strategies for shorefront communities .

It is understood that this letter is only an expression of our intent and a binding partner agreement [or other agreement] detailing the terms and conditions of the proposed partnership must be executed before the use of any CDBG-NDR funds, if awarded.

Yale University Urban Ecology and Design Lab

Sincerely,

A handwritten signature in cursive script that reads "Alexander J. Felson".

Alexander J. Felson  
Assistant Professor

**Appendix D**  
**PARTNERHSIP AGREEMENT**  
**BETWEEN State of Connecticut**  
**AND**  
**YALE UNIVERSITY on behalf of its URBAN ECOLOGY AND DESIGN LAB**  
**FOR**  
**Community Development Block Grant National Disaster Resilience Competition**  
**(CDBG-NDR)**

THIS AGREEMENT, entered this fourteenth day of October, 2015 by and between the State of Connecticut (herein called the “Applicant”) and the Yale University on behalf of its Urban Ecology and Design Lab (herein called the “Partner”).

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that;

**I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT**

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee shall execute a written subrecipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to the Partner. The written agreement must conform with all CDBG-NDR requirements and shall require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD’s National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant’s CDBG-NDR NOFA application.

**II. SCOPE OF SERVICE**

**A. Activities**

The Partner will be responsible for using CDBG-NDR funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-NDR NOFA, the Applicant/Grantee’s application for CDBG-NDR assistance and the Applicant/Grantee’s Grant Agreement for CDBG-NDR. Such use will include the following activities:

**Program/Project Delivery**

Activity #1 Attend annual meeting of the State Agencies Fostering Resilience (SAFR) Advisory Committee. At this meeting the Partner’s designee will provide

supplemental subject matter expertise and advice to the membership of SAFR on CDBG-NDR projects, facilitate the coordination of their organization's activities with the activities of SAFR, and share lessons learned from the CDBG-NDR projects and the activities of the Partner. Additionally the Partner will provide subject matter expertise to SAFR outside of the annual meeting on an as-needed basis.

**B. Project Schedule**

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement. Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II.A above within 24 months.

The Partner agrees to implement the following:

The Partner's designee will attend five annual meetings of the SAFR Advisory Committee to be held in the spring of each year, with the first held in spring 2016 and the last held in spring 2020. The spring 2020 meeting will occur after the CDBG-NDR projects have concluded and will focus on applying lessons learned to future projects of SAFR.

**C. Staffing**

The Partner's designee shall attend the SAFR Advisory Committee annual meetings. Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

**III. BUDGET**

Zero grant funds will be provided.

The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

**IV. SPECIAL CONDITIONS**

If the Partner cannot fulfill the activities specified in this partner agreement, then they may resign from the SAFR Advisory Committee. The SAFR Advisory Committee is considered supplemental to the capacity of SAFR and the Partner agrees that their resignation from the SAFR Advisory Committee would not diminish the Applicant's ability to carry out the proposed CDBG-NDR projects. The Partner may suggest other organizations or individuals to be appointed to the SAFR Advisory Committee, who can provide subject matter expertise comparable to their own, should they not be able to continue their membership on the SAFR Advisory Committee.

**V. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**VI. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**VII. WAIVER**

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**VIII. ENTIRE AGREEMENT**

This Agreement between the Partner and the Applicant for the use of CDBG-NDR funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

Date: October 14, 2015

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

[Applicant]  
By Evonne M. Klein  
Evonne M. Klein  
Commissioner  
Department of Housing

[Partner]  
By Jeffrey E. McGuinness  
JEFFREY E. MCGUINNESS  
Title Sr. Contract Manager

Digitally signed by Jeffrey  
McGuinness  
DN: c=US, st=CT, l=New Haven,  
o=Yale University, cn=Jeffrey  
McGuinness,  
email=Jeffrey.mcginness@yale.edu  
Date: 2015.10.20 11:11:38 -04'00'

Attest ASSISTANT [CITY/COUNTY] CLERK

Countersigned: FINANCE OFFICER by \_\_\_\_\_  
Title \_\_\_\_\_

~~APPROVED AS TO FORM AND LEGAL SUFFICIENCY.~~

Fed. I.D. # \_\_\_\_\_

~~ASSISTANT [CITY/COUNTY] ATTORNEY OR LEGAL COUNSEL~~

~~AFFIRMATIVE ACTION APPROVAL~~

~~CONTRACT COMPLIANCE SUPERVISOR~~



Re: Intent to Participate

This letter is to confirm the mutual intent of both the Connecticut Department of Housing and Connecticut Fund for the Environment, and its bi-state program Save the Sound (“CFE/Save the Sound”), to collaborate and enter into a partner agreement, contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, to carry out eligible activities as provided in the Connecticut Department of Housing’s CDBG-NDR application.

CFE/Save the Sound is dedicated to protecting and improving the land, air, and water of Connecticut and Long Island Sound. Over 39 years, it has used policy, legal, scientific, engineering, and citizen engagement expertise to achieve results that benefit our environment for current and future generations. It strives to ensure that critical natural areas are protected to support wildlife and unpolluted water; our communities are healthy and vibrant and our air is clean; Long Island Sound, rivers, and lakes are safe; and citizens can use the law to protect our natural resources and public health.

Its transit program focuses on increasing investment in and use of mass transit while its Stamford 2030 District, a partnership with the Business Council of Fairfield County is a collaborative, nationally recognized, but local community of high-performance buildings in downtown Stamford. The Stamford 2030 District goal is to create and expand a vibrant business-based organization to promote energy efficiency and resiliency, reduce emissions and water consumption in commercial, industrial, and major multi-family buildings, while increasing competitiveness in the business environment and the owners' returns on investment.

CFE/Save the Sound’s green projects department partners with public and private community organizations, local engineering and building companies, landowners, and the general public to repair damaged environments, restore fish passage, protect at-risk property, reduce burdens on infrastructure, and create local design and construction jobs. Since 2002, Save the Sound and its partners have:

- Installed nine rain gardens and two porous pavement projects, which capture approximately 900,000 gallons/year of stormwater in the Quinnipiac River Watershed.
- Installed one bioswale (captures about 300,000 gallons/year) and developed one rain garden in New Haven
- Designed four projects in Bridgeport that will capture over 1M gallons of stormwater annually.
- Restored 78 miles of river habitat and 400 acres of lake habitat to migratory fish passage through barrier removal and barrier rehabilitation such as fishways and other improvements;

- Restored 171 acres of degraded saltmarsh by returning tidal flow through culvert improvements and barrier removals; and
- Planted 24 acres of native species through river embankment restoration, dune restoration, and submerged eelgrass restoration.

CFE/Save the Sound is interested in exploring a partnership as a sub-recipient for implementation of green infrastructure and living shoreline projects as well as outreach and citizen engagement. The organization also intends to support policy initiatives, particularly those tied to financing resiliency.

It is understood that this letter is only an expression of our intent and a binding partner agreement detailing the terms and conditions of the proposed partnership must be executed before the use of any CDBG-NDR funds, if awarded.

Sincerely,



Leah Lopez Schmalz  
Program Director

Connecticut Fund for the Environment,  
and its bi-state program Save the Sound  
142 Temple Street, Suite 305  
New Haven, CT 06510  
203.787.0646 ext. 121  
203.787.0246 fax  
lschmalz@savethesound.org  
[www.ctenvironment.org](http://www.ctenvironment.org)  
[www.savethesound.org](http://www.savethesound.org)

**Appendix D**  
**PARTNERHSIP AGREEMENT**  
**BETWEEN State of Connecticut**  
**AND**  
**Connecticut Fund for the Environment/Save the Sound**  
**FOR**  
**Community Development Block Grant National Disaster Resilience Competition**  
**(CDBG-NDR)**

THIS AGREEMENT, entered this 26<sup>th</sup> day of October, 2015 by and between the State of Connecticut (herein called the "Applicant") and CFE/Save the Sound (herein called the "Partner").

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that;

**I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT**

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee shall execute a written subrecipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to the Partner. The written agreement must conform with all CDBG-NDR requirements and shall require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant's CDBG-NDR NOFA application.

**II. SCOPE OF SERVICE**

**A. Activities**

The Partner will be responsible for using CDBG-NDR funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-NDR NOFA, the Applicant/Grantee's application for CDBG-NDR assistance and the Applicant/Grantee's Grant Agreement for CDBG-NDR. Such use will include the following activities:

**Program/Project Delivery**

Activity #1 Attend annual meeting of the State Agencies Fostering Resilience (SAFR) Advisory Committee. At this meeting the Partner's designee will provide supplemental subject matter expertise and advice to the membership of SAFR on



CDBG-NDR projects, facilitate the coordination of their organization's activities with the activities of SAFR, and share lessons learned from the CDBG-NDR projects and the activities of the Partner. Additionally the Partner will provide subject matter expertise to SAFR outside of the annual meeting on an as-needed basis.

**B. Project Schedule**

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement. Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II.A above within 24 months.

The Partner agrees to implement the following:

The Partner's designee will attend five annual meetings of the SAFR Advisory Committee to be held in the spring of each year, with the first held in spring 2016 and the last held in spring 2020. The spring 2020 meeting will occur after the CDBG-NDR projects have concluded and will focus on applying lessons learned to future projects of SAFR.

**C. Staffing**

The Partner's designee shall attend the SAFR Advisory Committee annual meetings. Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

**III. BUDGET**

Zero grant funds will be provided.

The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

**IV. SPECIAL CONDITIONS**

If the Partner cannot fulfill the activities specified in this partner agreement, then they may resign from the SAFR Advisory Committee. The SAFR Advisory Committee is considered supplemental to the capacity of SAFR and the Partner agrees that their resignation from the SAFR Advisory Committee would not diminish the Applicant's ability to carry out the proposed CDBG-NDR projects. The Partner may suggest other organizations or individuals to be appointed to the SAFR Advisory Committee, who can provide subject matter expertise comparable to their own, should they not be able to continue their membership on the SAFR Advisory Committee.

**V. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**VI. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**VII. WAIVER**

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**VIII. ENTIRE AGREEMENT**

This Agreement between the Partner and the Applicant for the use of CDBG-NDR funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

Date October 26, 2015

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

[Applicant]  
By Evonne M. Klein  
Evonne M. Klein  
Commissioner  
Department of Housing

[Partner]  
By [Signature]  
Title Resident

Attest [Redacted]  
ASSISTANT [CITY/COUNTY] CLERK

Countersigned: [Redacted] By [Redacted]  
FINANCE OFFICER Title \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

[Redacted] Id. I. D. # \_\_\_\_\_

[Redacted] ASSISTANT [CITY/COUNTY] ATTORNEY OR LEGAL COUNSEL

[Redacted] AFFIRMATIVE ACTION APPROVAL

[Redacted] CONTRACT COMPLIANCE SUPERVISOR



**Greater New Haven Water Pollution Control Authority**

260 East Street New Haven, CT 06511  
203.466.5280 p 203 772.1564 f www.gnhwpc.com

October 22, 2015

Greater New Haven  
Water Pollution Control Authority  
260 East St  
New Haven, CT 06511

Re: Intent to Participate

This letter is to confirm the mutual intent of both the state of Connecticut and the Greater New Haven Water Pollution Control Authority to collaborate and enter into a partner agreement, contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, to carry out eligible activities as provided in the state of Connecticut CDBG-NDR application.

The Greater New Haven Water Pollution Control Authority (GNHWPCA) was created in July, 2005 as a Regional Sewer Authority that provides sewer service to the communities of New Haven, Hamden, East Haven, and Woodbridge.

GNHWPCA has over 500 miles of sewer mains and 30 pump stations that convey the flow to the East Shore Water Pollution Abatement Facility. The East Shore Water Pollution Abatement Facility, located on the shore of the New Haven Harbor, treats approximately 40 million gallons per day (MGD) of raw sewage and it is the second largest wastewater treatment plant in Connecticut. Wastewater treated by the GNHWPCA at its East Shore water pollution abatement facility is discharged into Long Island Sound and must meet both federal and state effluent quality standards.

The GNHWPCA was created to (a) operate the wastewater system including the treatment plant located at 345 East Shore Parkway, New Haven, and (b) use, equip, re-equip, repair, maintain, supervise, manage, operate and perform any act pertinent to the collection, transportation, treatment and disposal of sewage with respect to the constituent municipalities.

A designee of the GNHWPCA will attend the annual meeting of the State Agencies Fostering Resilience (SAFR) Advisory Committee. At this meeting the GNHWPCA designee will provide supplemental subject matter expertise and advice to the membership of SAFR on CDBG-NDR projects, facilitate the coordination of their organization's activities with the activities of SAFR, and share lessons learned from the CDBG-NDR projects and the activities of the GNHWPCA. Additionally the GNHWPCA will provide subject matter expertise to SAFR outside of the annual meeting on an as-needed basis. Example projects of the GNHWPCA in the target area of the City of New Haven in New Haven County are as follows:

ESWPAF Upgrade - Secondary Nitrogen Reduction Process Improvements, Improved Sludge Handling, Complete Electrical Upgrade/Replacement

Timeframe 2013-2016

Estimated Cost \$ 70,000,000 (Planning, Design and Construction)

It is understood that this letter is only an expression of our intent and a binding partner agreement detailing the terms and conditions of the proposed partnership must be executed before the use of any CDBG-NDR funds, if awarded.

Greater New Haven Water Pollution Control Authority



Thomas V. Sgroi, PE  
Director of Engineering

cc: Sidney J. Holbrook, Executive Director  
Gabe Varca, Director of Finance and Administration  
Gary Zrelak, Director of Operations

**Appendix D**  
**PARTNERHSIP AGREEMENT**  
**BETWEEN State of Connecticut**  
**AND**  
**Greater New Haven Water Pollution Control Authority (GNHWPCA)**  
**FOR**  
**Community Development Block Grant National Disaster Resilience Competition**  
**(CDBG-NDR)**

THIS AGREEMENT, entered this 26<sup>th</sup> day of October, 2015 by and between the State of Connecticut (herein called the "Applicant") and **Greater New Haven Water Pollution Control Authority (GNHWPCA)** (herein called the "Partner").

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that;

**I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT**

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee shall execute a written subrecipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to the Partner. The written agreement must conform with all CDBG-NDR requirements and shall require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant's CDBG-NDR NOFA application.

**II. SCOPE OF SERVICE**

A. Activities

The Partner will be responsible for using CDBG-NDR funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-NDR NOFA, the Applicant/Grantee's application for CDBG-NDR assistance and the Applicant/Grantee's Grant Agreement for CDBG-NDR. Such use will include the following activities:

**Program/Project Delivery**

Activity #1 Attend annual meeting of the State Agencies Fostering Resilience (SAFR) Advisory Committee. At this meeting the Partner's designee will provide

supplemental subject matter expertise and advice to the membership of SAFR on CDBG-NDR projects, facilitate the coordination of their organization's activities with the activities of SAFR, and share lessons learned from the CDBG-NDR projects and the activities of the Partner. Additionally the Partner will provide subject matter expertise to SAFR outside of the annual meeting on an as-needed basis.

#### B. Project Schedule

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement. Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II.A above within 24 months.

The Partner agrees to implement the following:

The Partner's designee will attend five annual meetings of the SAFR Advisory Committee to be held in the spring of each year, with the first held in spring 2016 and the last held in spring 2020. The spring 2020 meeting will occur after the CDBG-NDR projects have concluded and will focus on applying lessons learned to future projects of SAFR.

#### C. Staffing

The Partner's designee shall attend the SAFR Advisory Committee annual meetings. Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

### **III. BUDGET**

Zero grant funds will be provided.

The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

### **IV. SPECIAL CONDITIONS**

If the Partner cannot fulfill the activities specified in this partner agreement, then they may resign from the SAFR Advisory Committee. The SAFR Advisory Committee is considered supplemental to the capacity of SAFR and the Partner agrees that their resignation from the SAFR Advisory Committee would not diminish the Applicant's ability to carry out the proposed CDBG-NDR projects. The Partner may suggest other organizations or individuals to be appointed to the SAFR Advisory Committee, who can provide subject matter expertise comparable to their own, should they not be able to continue their membership on the SAFR Advisory Committee.

### **V. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**VI. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**VII. WAIVER**

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**VIII. ENTIRE AGREEMENT**

This Agreement between the Partner and the Applicant for the use of CDBG-NDR funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.



Date October 26, 2015

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

[Applicant]  
By Evonne M. Klein  
Evonne M. Klein  
Commissioner  
Department of Housing

[Partner]  
By [Signature]  
Title EX DIRECTOR GENERAL

~~Attest~~  
~~ASSISTANT [CITY/COUNTY] CLERK~~

~~Countersigned:~~ FINANCE OFFICER By [Signature]  
Title [Signature]

~~APPROVED AS TO FORM AND LEGAL SUFFICIENCY:~~

~~Fed. I. D. #~~ \_\_\_\_\_

~~ASSISTANT [CITY/COUNTY] ATTORNEY OR LEGAL COUNSEL~~

~~AFFIRMATIVE ACTION APPROVAL~~

~~CONTRACT COMPLIANCE SUPERVISOR~~



500 Winding Brook Drive  
1st Floor  
Glastonbury, CT 06033  
Main: 860-659-0444  
[wspgroup.com/usa](http://wspgroup.com/usa)  
[pbworld.com/usa](http://pbworld.com/usa)

WSP | Parsons Brinckerhoff  
500 Winding Brook Drive  
Glastonbury, CT 06033

Re: Intent to Participate

This letter is to confirm the intent of both SAFR-CT and WSP | Parsons Brinckerhoff to collaborate and enter into a partnership agreement, contingent upon the award of funds for the United States Department of Housing and Urban Development of the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, to carry out eligible activities as provided in the SAFR-CT CDBG-NDR application.

WSP | Parsons Brinckerhoff, one of the world's leading engineering and professional services consulting firms, provides services designed to transform the built environment and restore the natural one. The firm's expertise ranges from interactive community based strategic planning, environmental remediation, assessment, and permitting to coastal and riverine stormwater modeling and management, the design and construction management of infrastructure systems and sustainable transport networks. Approximately 34,000 employees, including engineers, technicians, scientists, architects, planners, surveyors, program and construction management professionals, as well as various environmental experts, work for this dynamic organization in more than 500 offices across 40 countries worldwide. [wspgroup.com/usa](http://wspgroup.com/usa); [pbworld.com/usa](http://pbworld.com/usa).

We will serve as a partner adding our expertise and support in project delivery in regards to the Connecticut based projects. We will support the CT Coastal Connections planning process, providing our capabilities and expertise to deliver meaningful and actionable resilience plans in the communities in our target region and provide program management, planning, design and coordination support to implement our pilot projects in New Haven and Bridgeport.

It is understood that this letter is only an expression of our intent and a binding partner agreement detailing the terms and conditions of the proposed partnership must be executed before the use of any CDBG-NDR funds, if awarded.

WSP | Parsons Brinckerhoff

A handwritten signature in blue ink, appearing to read 'Anthony Moretti', written in a cursive style.

Anthony Moretti, Area Manager

**Appendix D**  
**PARTNERHSIP AGREEMENT**  
**BETWEEN the State of Connecticut**  
**AND**  
**WSP/Parsons Brinckerhoff**  
**FOR**  
**Community Development Block Grant National Disaster Resilience Competition**  
**(CDBG-NDR)**

THIS AGREEMENT entered this 26<sup>th</sup> day of October 2015 by and between the State of Connecticut (herein called the "Applicant") and WSP | Parsons Brinckerhoff (herein called the "Partner").

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that;

**I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT**

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee shall execute a written subrecipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to the Partner. The written agreement must conform with all CDBG-NDR requirements and shall require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant's CDBG-NDR NOFA application.

**II. SCOPE OF SERVICE**

**A. Activities**

- Support in project delivery in regards to the Connecticut based projects.
- Support the CT Coastal Connections planning process, providing our capabilities and expertise to deliver meaningful and actionable resilience plans in the communities in our target region
- Provide program management, planning, design and coordination support to implement our pilot projects in New Haven and Bridgeport.
- Provide design services in support of the Bridgeport and New Haven projects

**B. Project Schedule**

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement. Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II.A above within 24 months.

The Partner agrees to implement the following:

Start date: To be determined

Completion date: To be determined

**C. Staffing**

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

**III. BUDGET**

Specific budget to be determined based upon award.

**IV. SPECIAL CONDITIONS**

**V. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**VI. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**VII. WAIVER**

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**VIII. ENTIRE AGREEMENT**

This Agreement between the Partner and the Applicant for the use of CDBG-NDR funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

The parties named below on the date set forth below their respective signatures as follows hereby execute this Agreement:


**State of Connecticut**

**WSP / Parsons Brinckerhoff**

By:

By:

  
\_\_\_\_\_

  
\_\_\_\_\_

Anthony Moretti, Area Manager

10/26/15  
Date

10/23/15  
Date