# Hartford Area Habitat for Humanity March Board Call to Approve Public Sector Funds March 2017

Resolution to close on the second DOH grant of \$500,500. Our first DOH grant was for 1.5M. This current grant is for \$500,500 and will be applied to Main and South Marshall development. We are pushing to close this grant as soon as possible.

## RESOLUTIONS OF HARTFORD AREA HABITAT FOR HUMANITY, INC.

I HEREBY CERTIFY to the State of Connecticut Department of Housing (the "Department") that by unanimous consent of all the directors of HARTFORD AREA HABITAT FOR HUMANITY, INC., a corporation organized under the laws of the State of Connecticut (the "Company"), the following resolutions were duly adopted, are in conformity with the Articles of Incorporation and Bylaws of the Company, and are in full force and effect:

RESOLVED: That the execution, delivery and performance of the financing agreements with the Department in connection with certain financial assistance in an amount not to exceed FIVE HUNDRED THOUSAND FIVE HUNDRED DOLLARS (\$500,500.00), in the form of a grant in said amount (the "Financial Assistance") by the Department to this Company and the execution of all documents required in connection therewith, including, without limitation, the Assistance Agreement the performance of all Obligations thereunder and any other obligations of this Company, all with such changes as the person executing same may approve, his/her approval to be conclusively evidenced by his execution and delivery thereof, are hereby approved; and

RESOLVED: That Karraine Moody as the Executive Director of the Company is hereby authorized, in the name of and on behalf of the Company, to execute and deliver the financing agreements with the State of Connecticut Department of Housing, including the Assistance Agreement the performance of all Obligations thereunder and any other obligations of this Company, and any other documents reasonably required to evidence the obligations of this Company, and to do such other acts and things as may be required or as he/she, in his/her sole discretion, may consider necessary or appropriate in order to carry out the foregoing resolutions and the transactions contemplated thereby.

I FURTHER CERTIFY that the all of the present officers and directors of the Company and the offices respectively held by them are as set forth on Exhibit A, attached hereto and made part here of, and the specimen signature of Karraine Moody is set forth below:

Karraine Moody, Executive Director

Κ

I, Matthew Cooper, do hereby certify that I am the Secretary of HARTFORD AREA HABITAT FOR HUMANITY, INC., a corporation organized and existing under and by virtue of the laws of the State of Connecticut, that I am the keeper of the company records and the seal of said company, that the foregoing is a true and correct copy of the resolutions duly adopted and ratified by all of the directors accordance with its Bylaws and the laws of the State of Connecticut on the day of March, 2017; and that the same have not in any way been modified, repealed or rescinded and are in full force and effect.
IN WITNESS WHEREOF, I have hereunto set my hand for and on behalf of said Company and affixed its corporate seal this day of,2017.
Matthew Cooper, Secretary

### Resolution to receive up to \$105,000 from HUD SHOP 15.

This is the same resolution and wording from previous years. The \$26k is a loan that is automatically deducted from the HUD account at WF. HUD SHOP funds are approximately 14K per unit and are meant to provide reimbursement for infrastructure costs.

### THY Habitat for Humanity

Menu | A Help | Log Out

Back |

Print |

Add

Delete | Edit |

Save

Application

Application: 01597 - CT-Hartford Habitat - SH2015

Program Area: Self-Help Homeownership Opportunity Program (SHOP)

Funding Opportunity: 01008 - SHOP 2015

Application Deadline: 04/18/2016

Award Letter 5 Homes or more

Go to Application Forms

#### CONGRATULATIONS!

We are pleased to inform you that Habitat for Humanity International is providing "contingent approval" of your application for the Self-Help Homeownership Opportunity Program

Your affiliate will be eligible to receive funding for the purchase of land and/or infrastructure

By accepting these funds, your affiliate agrees to adhere to the federal and legal requirements, outlined in the forthcoming Subgrant Agreement including but not limited to • All draw requests must be submitted by April 6, 2018

 All draw requests must be submitted by April 6, 2016
 All homes must be completed, sold and conveyed by July 20, 2019
 All nomes must be completed, sold and conveyed by July 20, 2019
 All newly constructed homes and all gut-rehabs are STRONGLY encouraged to be ENERGY STAR-certified houses
 ENERGY STAR-labeled products and appliances and WaterSense-labeled products must be installed in all SHOP homes
 All SHOP homes must be sold below appraisal and reduced by the value of sweat equity credit method or sales reduction and in compliance with MPAR. The value of sweat equity is \$10.00 per hour for SHOP 2015-assisted homes

Additional information, including any recent changes, will be provided along with a reference manual.

The above listed federal requirements are those for which HUD will not provide any waivers or exceptions. Affiliates failing to meet these requirements may be required to return funds may be given last consideration for future SHOP funding for a period of up to two years, and may be ineligible to apply for other HFHI programs.

Please begin the Environmental Review process immediately. No work may begin on any property until the NEPA Environmental Review (24 CFR 58) requirements have been met. Phase 1 Environmental Assessments do NOT constitute an Environmental Clearance. Once HFHI has received written authority to release funds from HUD, HFHI will notify you in writing of the release date and authorization to begin work for SHOP 2015.

(1) a document called 'What affiliates must do within the next 30 days' (2) SHOP Staff Directory

(3) MPAR Overview

Please download and review them carefully and contact your SHOP Grant Officer if you have questions or concerns

Again, congratulations! We look forward to working with you in the SHOP program

In Partnership

Donna Golden

Director, Government Grants & Lending Resources

Funding Amount\* \$105,000.00

Funded Units\* 7

Acknowledgement\* Yes

By selecting "Yes", you are Certifying that you have received and read this Form and that you agree to follow the guidelines herein

#### **Downloadable Documents**

Please click on the Blue Links to download these documents

What Affiliates must do within the next 30 days

What Affiliates must do within the next 30 days

SHOP Staff Directory

SHOP Staff Directory

**MPAR Overview** 

MPAR Overview

Last Edited By Kevin Morrison, 09/01/2016

Dulles Technology Partners Inc.

WebGrants - Habitat for Humanity

SHOP 2015 Affiliate No. 0381-1138 SHOP PN Loan #221002

### PROMISSORY NOTE (Multiple Draws)

FOR VALUE RECEIVED, the undersigned, Hartford Area Habitat For Humanity a nonprofit corporation organized under the laws of Connecticut (the "Affiliate"), promises to pay to the order of Habitat for Humanity International, Inc., a Georgia nonprofit corporation ("Habitat") at its principal offices at 121 Habitat Street, Americus, Georgia 31709, the principal amount of Twenty-Six Thousand Two Hundred Fifty & 00/100 dollars (\$26,250.00) (the "Grant Funds") on or before July 1, 2023 (the "Maturity Date"), at no interest. The following terms shall apply to this Promissory Note.

1. Repayment. The Affiliate shall make payments of the unpaid principal balance of this Promissory Note in 48 installments of principal only, with no interest beginning with the first installment which shall be due on or before the Initial Payment Date, as hereinafter defined, in an amount equal to Five Hundred Forty-Six & 00/100 dollars (\$546.00). Thereafter, Affiliate shall make 46 consecutive monthly payments beginning with the first day of the month following the Initial Payment Date in an amount equal to Five Hundred Forty-Six & 00/100 dollars (\$546.00) and a final payment on the Maturity Date in an amount equal to Five Hundred Eighty-Eight & 00/100 dollars (\$588.00) plus all other sums due on this Promissory Note, to the extent such sums are still due and owing as of the Maturity Date. For purposes of this Promissory Note, the "initial payment date" shall mean the first day of July, 2019.

This Promissory Note is the Promissory Note referred to in the Grant Agreement, and the holder hereof is entitled to the benefits of such Grant Agreement and may enforce the provisions thereof and exercise the remedies provided thereby or otherwise available in respect thereof. Reference is hereby made to the Grant Agreement (which is incorporated herein be reference as fully and with the same effect as if set forth herein at length) for a statement of the covenants and agreements, a statement of the rights and remedies and securities afforded thereby and other matters contained therein. Capitalized terms used herein, unless otherwise defined herein, shall have the meanings given them in the Grant Agreement.

- 2. <u>Prepayment</u>. The Affiliate may prepay this Promissory Note in whole or in part at any time and from time to time without premium or penalty. In the event that the Affiliate does not draw down all of the Grant Funds pursuant to the Grant Agreement, then the principal amount of the note shall be reduced by twenty-five percent (25%) of the amount not drawn down (the "Loan Reduction"), and the Loan Reduction shall be treated as a prepayment of principal for purposes of this Promissory Note. All prepayments shall be applied to principal installments coming due in the inverse order of maturity.
- 3. Extension of Due Date and Waiver of Default. The Affiliate agrees that the granting to the Affiliate of any extension or extensions of time for payment of any amounts due hereunder shall not in any way release or affect the liability of the Affiliate under this Promissory Note, and the waiver by Habitat of any default by the Affiliate shall not operate as a waiver of any other default or of the same default on a future occasion.

During the term of this Promissory Note, Habitat shall have the right to retain any funds or donations received by Habitat which are designated for the Affiliate (the "Designated Funds"). Any Designated Funds retained by Habitat shall be applied to principal installments coming due in the inverse order of maturity.

Should this Promissory Note be placed in the hands of attorneys for collection, the Affiliate agrees to pay, in addition to principal and interest, fees and charges due under the Grant Agreement, and all costs of collecting the Promissory Note, including reasonable attorneys' fees and expenses.

- 4. Waiver of Protest. The Affiliate waives presentment, notice of dishonor, and protest.
- 5. <u>Full Recourse</u>. This Promissory Note is an unsecured, full recourse obligation of the Affiliate.
- 6. <u>Governing Law</u>. This Promissory Note shall be governed, construed, and enforced in all respects by and in accordance with the laws of the State of Georgia.

Witness the hand of the Affiliate this	day of	, 20	
	Hartford A	rea Habitat For Humanity	
ATTEST			
Ву:	Ву:		
Secretary	Preside	ent	

## CORPORATE CERTIFICATE AND RESOLUTION OF HARTFORD AREA HABITAT FOR HUMANITY, INC.

I,	Matthew	Cooper .	do	hereby	certify	that:
----	---------	----------	----	--------	---------	-------

- 1. I am the duly elected, qualified, and acting Secretary of Hartford Area Habitat for Humanity, Inc. (the "Affiliate").
- 2. Attached hereto as Exhibit "A" is a true and complete copy of the resolution, duly and lawfully adopted by the Board of Directors of the Affiliate at a meeting of such Board held on 2017, which resolution authorizes the Affiliate to borrow twenty-six thousand two-hundred and fifty dollars (\$26,250.00) from Habitat for Humanity International, Inc.; and to execute in connection therewith a Promissory Note in the amount of twenty-six thousand two-hundred and fifty dollars (\$26,250.00) and such other necessary documents and instruments.
- 3. Such resolution attached hereto as Exhibit "A" has not been altered, amended, or rescinded, and is still in full force and effect on the date of this Certificate and in the form adopted.
- 4. Lisa Chirichella, Board Chair of the Affiliate, has been duly authorized to execute and deliver on behalf of the Affiliate the Promissory Note and any and all other instruments, agreements, certificates, and documents deemed necessary or proper to give effect to the foregoing resolutions, and a true and genuine specimen signature of said Board Chair of the Affiliate appears below:

Lisa Chirichella Board Chair		
In witness whereof, I have hereunto set my signature as of this _	day of	, 2017
Matthew Cooper Secretary		

