

PROJECT EXPENDITURES ACCOUNT AGREEMENT

between

THE STATE OF CONNECTICUT,

Town of Ledyard and
(Grantee/Municipality)

Dime Bank of Norwich CT
(Bank)

THIS AGREEMENT, made and entered into between the State of Connecticut, hereinafter referred to as the "State," acting herein by its Commissioner of Housing, hereinafter referred to as the "Commissioner," Town of Ledyard, hereinafter referred to as the "Grantee/Municipality," and Dime Bank of Norwich, CT, hereinafter referred to as the "Bank."

WHEREAS, the Grantee/Municipality has entered into an agreement, herein called the "Assistance Agreement," with the State of Connecticut, acting by the Commissioner of Housing, herein called the "Commissioner," dated the _____ day of _____, 20____, for financial assistance from the State to enable the Grantee/Municipality to finance the cost of a program designated as Housing Rehabilitation Project No. SC1507201 and

WHEREAS, the Grantee/Municipality has undertaken said project; and

WHEREAS, the Assistance Agreement provides that the Grantee/Municipality will establish and maintain in a bank or banks, as shall be approved by the Commissioner, a separate and special account which shall be designated "Expenditures Account: Project No. SC1507201, and will deposit in said Account all funds received from the State or Local authorities for the purpose of the program, and all other income from the program including interest, and will use the funds in said account solely for the purpose of paying expenses incident to the operation and management of the program, as approved by the Commissioner.

NOW THEREFORE, in consideration of the mutual promises and undertakings herein provided and for the purpose of carrying out the provisions of the Assistance Agreement the parties hereto do mutually agree as follows:

1. The Grantee/Municipality designates the Bank to be the depository of the funds to be received by said Grantee/Municipality for or from the operation, and management of the program, and the Bank agrees that it will credit all funds deposited with it as such depository in a separate account entitled "Expenditures Account: Project No. SC1507201," and that it will make payments out of the funds in said account only as herein after expressly provided.
2. The Grantee/Municipality hereby authorizes the Bank to disclose to the Commissioner, any and all financial records of the Grantee/Municipality upon the request of the Commissioner.
3. In the event the Bank shall at any time receive notice from the Commissioner that no further withdrawals by the Grantee/Municipality from said account are to be permitted until authorized by the Commissioner, the Bank will upon and after receipt of such notice refuse to honor any further checks drawn by the Grantee/Municipality on said account or to permit any withdrawals by the Grantee/Municipality on said account until thereafter expressly authorized to do so by written notice from the Commissioner.

4. The Bank will honor any withdrawals on the account by the Commissioner if such withdrawal shall contain or the Bank shall have received a certificate from the Commissioner addressed to the Bank and to the Grantee/Municipality in either of the following forms:
 - (a) "The withdrawal to which this certificate relates is drawn to pay a proper share to the Town of Ledyard CDBG Grant for Housing Rehabilitation/Project No.SC1507201
 - (b) "The withdrawal to which this certificate relates is drawn to pay to the State of Connecticut all unexpended State funds, including any interest accrued, which remains on deposit in the account designated "Project Expenditures Account Number 936010740." The Commissioner has mailed to the Grantee/Municipality a Statement setting forth the reasons for and the purposes of the withdrawal to which this certificate relates.
 - (c) The requirements, if any, for a bank signature card to be kept on file at the bank on behalf of the Commissioner of Housing is more fully specified in Attachment A, attached hereto and made a part hereof.
5. The Bank is not expected to be familiar and shall not be charged with knowledge of the provisions of the Assistance Agreement and shall be under no duty to investigate or determine whether any action taken by the Commissioner in respect to said account is consistent with default under the provisions thereof. The Bank shall be fully justified in accepting and acting upon without investigation any certificate, statement, opinion, notice or demand furnished to it pursuant to the provisions of this agreement and with the Bank shall in good faith believe to have been fully authorized and executed on behalf of the party in whose name it purports to have been executed.
6. The rights and duties of the Bank under this agreement shall not be transferred or assigned by it without the written approval of the Grantee/Municipality and the Commissioner.
7. The Grantee/Municipality or the Bank may terminate this agreement at any time upon sixty (60) days written notice to the other and to the Commissioner. Except as herein provided, this agreement shall not be amended, rescinded, modified or terminated without the prior written consent of the Commissioner.
8. This agreement shall inure to the benefit of and be valid and binding upon the parties hereto and their respective legal representatives, successors and assigns.
9. This agreement may be executed in several counterparts, each of which shall be deemed to be an original and such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Grantee/Municipality and the Bank, acting by their duly authorized Agents and the Commissioner, have caused this Agreement to be executed on the dates indicated below.

Town of Ledyard
(Grantee/Municipality)

(SEAL)

Patricia A. Riley
Witness Patricia A. Riley

BY: [Signature]
Agent John Rodolico, Mayor Date: 8/27/15

(SEAL)

Dime Bank
Bank

Cheryl F. Calderado
Witness Corporate Secretary
CHERYL CALDERADO

BY: [Signature] 9-14-2015
Agent Date:

CONNECTICUT DEPARTMENT OF HOUSING

(SEAL)

Marilyn A. Taylor
Witness Marilyn A. Taylor

BY: [Signature]
Nicholas D. Lundgren
Deputy Commissioner Date: 12/9/15

ATTACHMENT "A"

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

Dear Commissioner:

This is to advise you that a bank signature card with the signature of the Commissioner of Housing
(~~is~~) (will not) be required to enforce the attached agreement.

Dime Bank
Bank

Sean Kace
Name, Title, Date VP - Retail Banker
9-17-2015