

Meeting Minutes
Branford Housing Authority
Special Meeting
Wednesday, April 10, 2019 8:00 p.m.
The Community Room – Parkside II

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TOWN CLERK'S OFFICE
BRANFORD, CONNECTICUT

Commissioners Present: D. Denes, K. Collins, D. D'Amelio, and T. Lowe
Commissioners Absent: None
Management: C. Daniw, L. Hampton
Guests: Yale CED Clinic, Larry Kluetsch, Representatives of the Tenant Organization and Tenants

CALL TO ORDER:

Meeting called to order at 8:00 p.m. by D. Denes

OLD BUSINESS

Redevelopment Parkside Village I:

Affordable Housing Commitment

The board discussed the proposed Affordable Housing Commitment, which would place income and affordability restrictions on the Parkside Village I property to ensure its continued use for affordable housing in Branford. CED reviewed the mechanics of the document, clarified the income levels were pegged to HUD standards, and confirmed with Merit that the levels were set so as to not conflict with current tenants. CED further clarified that the Commitment is designed to terminate on preliminary reservation of LIHTC funds or similar funding – so that the Commitment does not interfere with the redevelopment efforts. Tenants asked about the duration of the restriction and about what would happen in the event that someone exceeded the income limits, and CED responded.

In response to a comment by Larry Kluetsch, CED amended the Commitment prior to the board's vote to include rent affordability provisions. Section 1.4 (Definition of "Affordable" as no more than 30% of the applicable income limitation on a unit) was added, and Section 2.2 was amended to include that units would be limited by income level "and Affordable to" tenants in the units. CED made hand-written amendments and provided the amended copy to the board to read and vote on. Tacie Lowe moved to authorize Doug Denes to sign, and CED to record on title, the Affordable Housing Commitment as amended. Motion seconded by Kate Collins. Board voted 4-0 to unanimously approve.

Kluetsch Consulting

The board considered a Resolution authorizing Doug Denes and Kate Collins to further negotiate and eventually execute a consulting agreement with Kluetsch Consulting to bring on Larry Kluetsch as a consultant to the board. Doug Denes gave a brief overview of the proposal, namely that Larry would advise on discrete financial and management matters, and noted the desire to act quickly given the BHA's need for assistance. CED noted that they were continuing to review the proposed contract and would send any suggested revisions promptly to ensure that BHA can sign a contract with Larry Kluetsch as soon as possible. David D'Amelio moved to approve the Resolution. Tacie Lowe seconded the motion. Board voted 4-0 to approve unanimously.

Given that the BHA board currently has no Secretary, pursuant to Article III, § 4 (c) of the BHA's bylaws, Doug Denes as president of the board appointed Tacie Lowe to act as Secretary pro tempore. As acting Secretary, Tacie signed the Resolution. CED requested that the board include as an agenda item for their May meeting the appointing of a commissioner to serve as Secretary of the board.

Meeting adjourned by motion at 8:42pm. Kate Collins moved to adjourn, Tacie Lowe seconded. Passed 4-0.

Respectfully Submitted

Cheryl Daniw, Management Agent for BHA

COMMITMENT TO AFFORDABLE HOUSING

This Commitment to Affordable Housing (the "Commitment") is made this 15 day of April, 2019, by the Housing Authority of the Town of Branford, a public entity incorporated under Section 8-40 of the Connecticut General Statutes operating in the Town of Branford (the "Authority").

WITNESSETH:

WHEREAS, the Authority was formed to address the shortage of safe or sanitary dwelling accommodations in the municipality available to low and moderate income residents;

WHEREAS, the Authority is the owner of property known as Parkside Village I, located at 115 South Montowese Street in the Town of Branford (the "Property");

WHEREAS, the Authority desires to ensure the Property remains affordable to low and moderate income residents.

NOW, THEREFORE, in consideration of the foregoing and of the mutual rights and obligations as defined below, the Authority hereby covenants and agrees as follows.

1. DEFINITIONS

As used in this Commitment, the terms below shall have the definitions set forth for each one:

- 1.1. **"Income Limitation"** means the maximum income an individual or family may have at the time each such individual or family first occupies the Property. The maximum income of Very Low Income Tenants shall not exceed fifty percent (50%) of the area median income of the New Haven-Meriden HMFA, adjusted for family size, as determined by the U.S. Department of Housing and Urban Development. The maximum income of Low Income Tenants shall not exceed eighty percent (80%) of the area median income of the New Haven-Meriden HMFA, adjusted for family size, as determined by the U.S. Department of Housing and Urban Development.
- 1.2. **"Property Units"** means the total number of developed units on the Property, regardless of whether the units are occupied.
- 1.3. **"Term of Commitment"** means the amount of time between the start and conclusion of the Commitment. The Commitment shall terminate thirty (30) years after the date of its recording.
- 1.4. **"Affordable"** as used herein means paying no more than thirty percent (30%) of the applicable Income Limitation of an occupied unit.

2. THE COMMITMENT

- 2.1. Number of Units.** The Property shall have a minimum of thirty (30) units and maximum of seventy (70) units at all times, except at times when the Property is under construction for the benefit of current or future tenants.
- 2.2. Income and Rent Limits.** Thirty percent (30%) of the Property Units shall be occupied by, and Affordable to, Very Low Income Tenants meeting the Income Limitation at all times and sixty percent (60%) of the Property Units shall be occupied by, and Affordable to, Low Income Tenants meeting the Income Limitation at all times, except that both limitations shall not apply at times when the Property is under construction for the benefit of current or future tenants. Notwithstanding the foregoing, tenants who met the Income Limitation for their Property Unit upon initial occupancy shall be treated as meeting the Income Limitation for so long as their income does not exceed one hundred forty percent (140%) of the area median income of the New Haven-Meriden HMFA, adjusted for family size, as determined by the U.S. Department of Housing and Urban Development.
- 2.3. Recording Filing, Covenants to Run with the Land.** Upon execution of this Commitment the Authority shall cause this Commitment to be filed on the land records of the Town of Branford. The Authority intends, declares, and covenants, on behalf of itself and all future owners and operators of the Development during the Term of Commitment, that the Commitment (1) shall be and are covenants running with the land, encumbering the Property for the Term of Commitment, binding upon the Authority's successors in title and all subsequent owners and operators of the Development; (2) are not merely personal covenants of the Authority; and (3) shall bind the Authority (and the benefits shall inure to any past, present, or prospective tenant of the Property) and its respective successors and assigns during the Term of Commitment.
- 2.4. Third Party Beneficiaries.** Individuals who meet the Income Limitation (whether prospective, present, or former occupants who qualify, qualified, or would qualify) and currently reside in the same metropolitan statistical area as the Property are express third-party beneficiaries of this Commitment and have the enforcement rights set forward in Section 3.1 of this Commitment.
- 2.5. Removal of Restrictions.** Notwithstanding the forgoing, the Authority may remove the restrictions on this property as contained in this Commitment provided (1) the Authority purchases a new property on which it imposes these same Income Limitations, (2) the Authority relocates existing tenants to the new property, and (3) such actions are in compliance with all applicable federal, state, and local laws.

2.6. Termination. The Commitment shall terminate on the sooner of (1) the conclusion of the Term of Commitment and (2) the date on which a preliminary reservation of Low Income Housing Tax Credits, or such other similar financing, is awarded to the Property.

3. ENFORCEMENT

3.1. Enforcement Rights. Individuals who meet the Income Limitation (whether prospective, present, or former occupants who qualify, qualified, or would qualify) and currently reside in the same metropolitan statistical area as the Property hereby have the right to enforce in Connecticut state court the requirements of Section 2 of this Commitment and may apply to any state for specific performance of the provisions of this Commitment notwithstanding any action which may or may not be taken by the Authority.

3.2. Specific Performance Only. This Commitment is intended to require specific performance of the requirements of Section 2. The Authority hereby specifically acknowledges that the beneficiaries of the Authority's obligations cannot be adequately compensated by monetary damages in the event of any default. Further, the Authority may not be held responsible for monetary damages in addition to specific performance under this Commitment.

IN WITNESS WHEREOF, the Authority hereto has executed this Commitment as of this
15 day of April, 2019.

Signed, sealed and delivered
in the presence of

Housing Authority of the Town of Branford

Barbara J. Welch
Witness

By: Douglas Denes
Duly Authorized
Name: Douglas Denes
Title: Chairman

Alan P. Poirer
Witness

STATE OF CONNECTICUT)

) ss. New Haven

COUNTY OF NEW HAVEN)

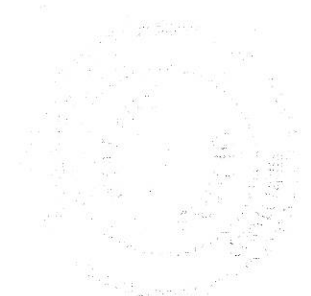
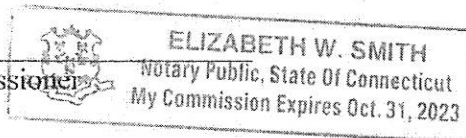
On this the 15 day of April, 2019, before me, Douglas Denes
personally appeared, to me known to be the identical person who executed the within and
foregoing instrument, and acknowledged to me that s/he executed the same in his/her capacity as
CHAIRMAN, of the Housing Authority of the Town of Branford, and by
his/her free and voluntary act and deed for the uses and purposes therein set forth.

In witness whereof I hereunto set my hand.

Elizabeth W. Smith
Signature of Notary Public / Commissioner of Superior Court

Date Commission Expires: _____

Printed Name of Notary / Commissioner



BRANFORD HOUSING AUTHORITY

RESOLUTION OF THE BOARD OF COMMISSIONERS

The below resolution was made on this 10th day of April, 2019 at a special meeting of the Board of Commissioners of the Branford Housing Authority ("Housing Authority"), held at Parkside Village.

WHEREAS, the Housing Authority owns Parkside I and Parkside II and is in the process of redeveloping Parkside I, and

WHEREAS, the Housing Authority has identified vacancies in both buildings and seeks to improve the financial performance of both properties, and

WHEREAS, Kluetsch Consulting, LLC has submitted a proposal to serve as an independent contractor consultant to assist the Housing Authority in these matters,


Now, therefore, be it hereby:

RESOLVED, that the Housing Authority is hereby authorized to participate in the negotiation, drafting, and finalizing of a contract for Kluetsch Consulting, LLC as an independent contractor consultant to provide services required to advise and assist the Housing Authority in maintaining stable operations of its Parkside I and II properties and in preparing for the redevelopment of Parkside I by Beacon Communities, and

Be it further **RESOLVED**, that the Housing Authority is hereby authorized to execute and deliver all documents and agreements as may be required for finalizing such contract with Kluetsch Consulting, LLC, and

Be it further **RESOLVED**, that Douglas Denes, as President of the Housing Authority, and Kate Collins, as Treasurer of the Housing Authority, are authorized and empowered to execute and deliver the documents, and take any and all other actions, for and on behalf of the Housing Authority necessary for finalizing the contract with Kluetsch Consulting.

The Secretary of Branford Housing Authority certifies that the above is a true and correct copy of the resolution that was duly adopted by a quorum at a special meeting of the Board of Directors on the 10th of April 2019.



Signature of Secretary

4.10.19

Date

Tacie Lowe

Printed Name of Secretary