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BRANFORD TOWN CLERK



Representative Town Meeting
March 9, 2022

Moderator: Dennis T. Flanigan	Clerk: Donna Laich
Majority Leader: Ray Ingraham	Minority Leader: Tracy Everson

The RTM convened on Wednesday, March 9, 2022 at 8:00 p.m. at Branford Fire Headquarters, 45 North Main Street, to consider and act upon the following matters.

1. Roll Call:
Representatives present: Alfone, Amore, Anderson, Barron, Black, Brooks, Conklin, Everson, Erlanger, Flanigan, Healy, Hentschel, Hynes, Ingraham, Laich, Maresca, Prete, Riccio, Shrestha, Sires, Stepanek, Sullivan, Torelli (8:13), Twohill, Verderame, Witkowski
Representative absent: Bonenberger, Greenberg, Kelly, Wells
Also present: Chairman of Housing Authority Robert Imperato

2. Approval of the minutes of the previous meeting:
Representative Ingraham made a motion to accept the minutes of the last RTM meeting, 2nd by Representative Riccio. The minutes were approved.

3. Reception of communications, reports of committees, and citizen petitions:
 - a. Moderator Flanigan read a letter submitted by Rep. Black and Rep Hentschel regarding the position of the Town of Branford Tax Collector (see attached). Moderator Flanigan referred the item to the Rules and Ordinances Committee.
 - b. Moderator Flanigan read a letter regarding Parkside Village and the renewal of the tax abatement (see attached letter)

4. To consider and take action on a request by the Branford Housing Authority for a tax abatement at Parkside 1 under Section 169 of the Town Code:
Representative Verderame reported this passed Administrative Services 5 – 0 with 2 abstentions. She gave a brief description of this item and made a motion to approve. A lengthy discussion continued with comments and questions from RTM members and residents. Robert Imperato, chairman of the Branford Housing Authority (BHA), Anita Singh LeMar, counsel for BHA, and William Aniskovich, Town Attorney answered several questions and provided further

clarification as to the request for the tax abatement. Following the discussion, the item passed in a roll call vote 20-5.

5. To consider, and if appropriate, approve a request from the Shoreline Adult Education Program Facilitator for the following budget transfer for the current fiscal year:
Because this was not heard by the Education committee Rep Prete made a motion to waive rule 4.4.1. The motion was 2nd by Rep. Ingraham and approved by the RTM. After providing a brief description of this item Rep. Prete put the item forward for approval, 2nd by Rep. Ingraham. The item passed unanimously.

From:

25448100-533500	Purchase Services	(\$ 3,000)
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To:

25448100-588090	Travel	500
25448100-588000	Miscellaneous Expenses	2,500

6. To consider, and if appropriate, approve a request from the Board of Fire Commissioners for the following Fire Services budget transfer for the current fiscal year:
Rep. Conklin gave a brief description of this transfer request. He stated the item passed 5-0 in the Public Services committee and he moved it forward for a vote. The item passed unanimously.

From:

10142040-517000	Regular Wages & Salaries	(\$105,000)
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To:

10142040-518000	Overtime	105,000
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7. To consider, and if appropriate, approve a request from the Registrar of Voters for the following budget transfer for the current fiscal year:
Rep. Verderame gave a brief description of the item stating it passed in the Administrative Services committee with a unanimous vote. She moved it forward for a vote and the transfer passed unanimously.

From:

10141120-533590	Moving & Storage	(\$1,500)
10141120-544420	Equipment Rental	(2,550)
10141120-544410	Building Rental	(1,000)
10141120-533900	Other Purchase Services	(4,500)
10141120-555320	Postage	<u>(616)</u>
		(\$10,166)

To:

10141120-566920	Meal Supplies	\$ 212
10141120-566900	Other Supplies	<u>9,954</u>
		\$ 10,166

8. To consider, and if appropriate, approve a request from the Director of Human Resources to amend the FY20, FY21 and FY22 budgets to account for salary changes pursuant to the collective bargaining agreement for the Public Works Union Contract (includes General Government Buildings, Transfer Station and Public Works personnel) as follows:

Rep. Healy gave a brief description of this agenda item and stated the requested transfer passed 5-0 at the last Ways and Means committee meeting. He put it forward for a vote. The transfer request was unanimously passed.

General Fund Transfers

General Government Buildings

From:

10149040-588802	Contingency		(\$21,686)
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To:

10141170-519070	Retro Wages & O.T.	FY20 & FY21	\$9,941
10141170-517000	Wages	FY22	8,809
10141170-519040	Accrued Payroll	FY22	34
10141170-518000	Overtime	FY22	<u>2,902</u>
			\$ 21,686

Transfer Station

From:

10149040-588802	Contingency		(\$26,143)
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To:

10143040-519070	Retro Wages & OT	FY20 & FY21	\$ 10,704
10141170-517000	Wages	FY22	12,454
10141170-519040	Accrued Payroll	FY22	48
10143040-518000	Overtime	FY22	<u>2,937</u>
			\$ 26,143

Public Works

From:

10149040-588802	Contingency		(\$140,641)
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To:

10143010-519070	Retro Wages & O.T.	FY20 & FY21	71,276
10143010-517000	Wages	FY22	62,124

10143010-519040	Accrued Payroll	FY22	239
10143010-518000	Overtime	FY22	<u>7,002</u>
			\$ 140,641

9. To consider, and if appropriate, approve a request from the Director of Human Resources to amend the FY22 budget to account for salary changes pursuant to the collective bargaining agreement for the Supervisor's Union Contract. This contract effective July 1, 2021 as approved by the RTM, will increase salary budgets this fiscal year by 2.0% :
After providing a brief summary of this item, Rep. Healy stated this request passed in the Ways and Means committee 5-0. He moved it forward for a vote, and it passed unanimously.

General Fund Transfer

From:

10149040-588802	Contingency	(\$ 21,262)
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To:

10141040-517000	Wages & Salaries – Finance	\$ 1,909
10141050-517000	Wages & Salaries – Assessor	1,893
10141130-517000	Wages & Salaries – Planning & Zoning	2,295
10141160-517000	Wages & Salaries – Inland/Wetlands	1,519
10142050-517000	Wages & Salaries – Building	1,838
10143010-517000	Wages & Salaries – Public Works	1,445
10143040-517000	Wages & Salaries – Solid Waste	1,386
10143050-517000	Wages & Salaries – Engineering	2,383
10144020-517000	Wages & Salaries – Senior Center	1,929
10145010-517000	Wages & Salaries – Recreation	1,435
10146020-517000	Wages & Salaries – Willoughby Wallace Library	1,818
10141040-519040	Accrued Payroll Expense	8
10141050-519040	Accrued Payroll Expense	8
10141130-519040	Accrued Payroll Expense	9
10141160-519040	Accrued Payroll Expense	6
10142050-519040	Accrued Payroll Expense	10
10143010-519040	Accrued Payroll Expense	6
10143040-519040	Accrued Payroll Expense	6
10143050-519040	Accrued Payroll Expense	10
10143050-519040	Accrued Payroll Expense	8
10145010-519040	Accrued Payroll Expense	6
10146020-519040	Accrued Payroll Expense	7
10146020-599104	Transfer Out – Animal Control Fund	<u>1,328</u>
		\$21,262

Corresponding Animal Control Fund Transfer & Resolution:Appropriation Increase:

20690000-490010	Operating Transfer In	\$1,328
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Appropriation Increase:

20642060-517000	Wages & Salaries	1,322
20642060-519040	Accrued Payroll Expense	6

RESOLVED: That the RTM transfers out of \$1,328 to the Animal Control Fund to fund salary changes pursuant to the collective bargaining agreement for the Supervisor's Union. This transfer will increase the Fiscal year 2022 budget in the Animal Control Fund from \$388,547 to \$389,875.

10. To consider, and if appropriate, approve a request from the Assistant Finance Director for the following budget transfer:

Rep. Healy gave a brief summary of this request. He stated the request passed the Ways and Means committee 5-0 and put it forward for a vote. The item passed unanimously.

Legal ServicesFrom:

10149040-588802	Contingency	(\$ 1,900)
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To:

10141090-529420	Expenses and Claims	\$ 1,900
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11. Any other business to come before the RTM:

- a. Rep. Twohill asked for a moment of silence for 2 former RTM members who recently passed; Virginia Stanlake and Alice Lambert
- b. Resident Greg Jerolman spoke regarding the upcoming budget for the Board of Education.
- c. Resident Ted Zuse provided comments regarding his concerns about the Parkside development.
- d. Rep. Riccio suggested that citizens should reach out to their representatives regarding the education budget process.

See the BCTV recording of this meeting for details of the conversations.

12. Adjournment - 9:23


Motion to adjourn by Rep. Torelli, 2nd by Rep. Everson and passed unanimously.

Dated this 12th day of March, 2022

Donna Laich RTM Clerk

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2022 MAR 14 P 12:39


BRANFORD TOWN CLERK

March 6, 2022

Branford Representative Town Meeting
Dennis Flanigan, Moderator
Donna Laich, Clerk
c/o Branford Town Hall
Branford, CT 06405

Re: Town of Branford Tax Collector
Change From an Elected Position to a Hired Appointment

Dear Moderator,

We propose that the Representative Town Meeting through legislative action consider changing the position of Branford Tax Collector from an elected official to a hired appointment.

Recent discussions within the Town have thrown a spotlight on a variety of issues emanating from the method our town utilizes to fill the role of Tax Collector – i.e., thru election. It is time for the Town to consider changing the Tax Collector to a hired position.

We understand that the Town Attorney is currently working with the First Selectman, OPM, and other interested parties on a draft ordinance to affect such change but is awaiting the final FY 20/21 audit report before submitting a formal proposal. We further understand that such a draft should be ready in April. We look forward to receiving the Town Attorney's proposal.

The duties, responsibilities, and expertise required of a town's Tax Collector are tightly prescribed by State Law. The position does not require, or in fact allow, for political considerations to influence any of the functional actions of the Tax Collector. Therefore, the selection of a Tax Collector thru a political election procedure makes little sense and can result in unintended problems.

State Law also requires that the Tax Collector be certified thru a 3-year procedure. This is time consuming and must not take away from the full-time workload of the position. Therefore, the expectation that this roll could be adequately fulfilled during a 2-year term as an elected official makes no sense.

State law requires that a change in the method of appointing the Tax Collector by any town follow the same procedure that was used originally to establish that position - if enacted by legislative ordinance then it must be changed by legislative action. If enacted thru a charter, then it must be changed by charter.

The Town's attorney has indicated, but not definitively concluded, that a legislative action by the RTM would be sufficient to make this change. Therefore, we would ask that the RTM refer to the R&O a recommendation that they consider and if appropriate draft an ordinance changing the Branford Tax Collector from an elected official to a hired appointment. The ordinance should also stipulate the minimum requirements for the position and as well as the reporting direction.

Respectfully submitted,

Peter L. Black, RTM District 3 Representative
Peter Hentschel, RTM District 2 Representative

Housing Authority of the Town of Branford

Robert Imperato, Chair
Jerry Mastrangelo, Vice Chair
Kate Collins, Treasurer
Jamie Kavanaugh, Commissioner
Mark Colello, Commissioner
Maryann Amore, Clerk

February 22, 2022

Via E-mail Only

Dennis Flanigan, Moderator
Branford Representative Town Meeting
Town of Branford
1019 Main Street
Branford, CT 06405

Re: Parkside Village Redevelopment, Renewal of Tax Abatement

Dear Moderator Flanigan and RTM Members:

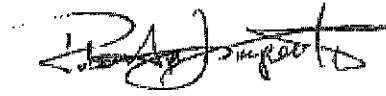
As you know, the Parkside Village redevelopment has received all necessary land use approvals, as well as a financing commitment from the Connecticut Department of Housing that is scheduled for closing in March 2022. Documents to approve the boundary line adjustment to benefit Sliney Park, as well as public safety plans, recreational easements and other documents, have been approved. Throughout this process, it has been understood that Parkside Village, owned by the Branford Housing Authority and operated as housing for low and moderate income individuals and households, has benefited from an abatement of municipal real property taxes, an abatement that has been in place for decades.

In the past ten days, the Town has informed the Housing Authority that it has located the long-missing 1974 Assistance Agreement between the State of Connecticut and the Branford Housing Authority (copy attached), which in ¶ 6 provides for a payment in lieu of taxes (“PILOT”) in the amount of 5 percent of net rent. Several days ago, town staff also discovered an October 1986 Board of Selectmen action (copy attached) by which even the payments contemplated by the 1974 Agreement were waived. Based on these newly-found documents, the Town Attorney has communicated to the Housing Authority that it should apply to the RTM and the Board of Selectmen for a renewal of the tax abatement for the Parkside Village redevelopment.

A draft proposed abatement agreement is attached. As suggested by the Town Attorney, the Housing Authority looks forward to the Administrative Services Committee taking up this request on March 1 and RTM confirmation on March 9.

The BHA has been authorized to represent that the Department of Housing supports the position stated here. We are available as needed to discuss and resolve any questions.

Very truly yours,

A handwritten signature in black ink, appearing to read "R. Imperato". The signature is stylized with a large initial "R" and a long horizontal stroke extending to the right.

Robert Imperato, Chair

cc: William Aniskovich, Esq.
First Selectman James Cosgrove

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ASSISTANCE AGREEMENT
 between
STATE OF CONNECTICUT
 and
HOUSING AUTHORITY OF THE TOWN OF BRANFORD

THIS AGREEMENT, made and entered into this _____ day of _____, 1971, by the STATE OF CONNECTICUT, acting by the Commissioner of Community Affairs herein called the Commissioner, pursuant to §-114a of the Connecticut General Statutes (Rev. of 1968), as amended, and the Housing Authority of the TOWN OF BRANFORD, a municipal housing authority duly organized and existing pursuant to the laws of the State of Connecticut, herein called the Authority.

WITNESSETH, THAT in consideration of the mutual promises and undertakings herein provided and for the purpose of carrying out the provisions of the housing laws of the State of Connecticut relating to housing for elderly persons, the parties hereto do mutually agree as follows:

1. The Authority certifies that it is a municipal housing authority duly created and organized pursuant to the provisions of the housing laws of the State of Connecticut.

2. The Authority is undertaking the development of a rental housing project for elderly persons of low and moderate income in the TOWN OF BRANFORD herein called the municipality, consisting of approximately 50 new dwelling units and necessary facilities to be known as PARADISE VILLAGE (E-52), herein called the Project.

3. The Authority has filed with the Commissioner an application, dated December 9th, 1971, herein called the Application, for state financial assistance in the form of a capital grant to enable it to pay the development cost of the Project.

4. The estimated development cost of the Project as set forth in the Application is \$745,000 and comprises cost items aggregating \$749,110 and an allowance for contingencies in the amount of \$5,890.

5. The Commissioner has received the approval of the Community Development Action Plan Agency of the municipality pursuant to Section §-207(d) of the Connecticut General Statutes (Rev. of 1968), as amended, and has approved the site for the Project, the preliminary plans and outline specifications therefor and the estimated development cost thereof as set forth in the Application, and the Authority's standards of tenant eligibility for admission to and continued occupancy of the Project.

[Handwritten signature]
 H. P. A.
 H. P. A.

6. The municipality, with the approval of the Commissioner, has determined that the Authority shall pay to the municipality, annually, in lieu of real property taxes, special benefit assessments and sewerage system use charges otherwise payable to the municipality, a sum of 5% of the shelter rent per annum paid by tenants for each occupied dwelling unit in the Project.

7. The Commissioner has approved a management plan for the Project, herein called the Management Plan, which sets forth the rent schedules for the Project and will provide an income, including contributions expected from any source, adequate for debt service on any notes or bonds issued by the Authority to meet the development cost of the Project, for all expense of administering and operating the Project, including a state service charge, and for the establishment of reasonable reserves for repairs, maintenance and replacements and for vacancy and collection losses.

8. The Authority will from time to time, at the direction of the Commissioner, revise the Management Plan to the end that it shall at all times, in the opinion of the Commissioner, continue to provide an income adequate for said purposes.

9. The Authority will cause to be prepared basic plans and specifications for the Project based on the preliminary plans and specifications therefor, and upon approval thereof by the Commissioner will cause to be prepared final plans and specifications based on such basic plans and specifications, and upon approval thereof by the Commissioner will develop and construct the Project in accordance therewith and any revisions thereof approved by the Commissioner and in accordance with this Agreement and all orders and regulations from time to time issued by the Commissioner.

10. The parties hereto have estimated that the Project will be completed not later than ~~MARCH 31~~....., 1975....., and the Authority agrees to use its best efforts to have the Project ready for occupancy on or before that date.

11. The State will make to the Authority a capital grant for the Project, herein called the Project Capital Grant, in an amount equal to the lesser of the estimated development cost of the Project as set forth in paragraph 4 hereof and the actual development cost of the Project as determined by the Commissioner and certified to the State Treasurer as provided in paragraph 15 hereof.

12. The State will advance to the Authority on the Project Capital Grant from time to time such sums as shall be required by it to meet development cost items listed in the estimated development cost of the Project as set forth in the Application in their respective amounts as therein set forth and such additional development cost items chargeable to the allowance for contingencies therein as shall be approved by the Commissioner.

13. Requisitions for advances on the Project Capital Grant shall be submitted to the Commissioner. Each requisition for an advance shall be accompanied by a Certificate of Purpose in such form as shall be prescribed by the Commissioner setting forth in reasonable detail the purposes for which such advance shall be used, together with such other information, documents and evidence of indebtedness as shall be required by the Commissioner.

14. The Authority will deposit all proceeds of the advances on the Project Capital Grant in a bank approved by the Commissioner in a separate bank account entitled Development Fund: Project ...~~PARADE WILLAGN~~..... (E-67.....) and will use the funds in said account solely for the payment of development cost items listed in the estimated development cost of the Project as set forth in the Application in their respective amounts as therein set forth and such additional development cost items chargeable to the allowance for contingencies therein as shall be approved by the Commissioner.

15. Upon final completion of the Project as determined by the Commissioner, the Commissioner shall determine the actual development cost of the Project and shall certify the same to the State Treasurer and the Authority, and the State shall pay the Authority any balance then due it on the Project Capital Grant and the Authority shall repay to the State Treasurer any excess of the advances received by it over the amount of the Project Capital Grant.

16. The Authority shall not make any borrowings to meet the development cost of the Project without the approval of the Commissioner.

17. From and after the date of completion of such construction of the Project as shall permit initial occupancy thereof as determined by the Commissioner, the Authority shall pay the State quarterly a state service charge sufficient to provide for all administrative and other cost and expense incurred by the State in regulating or supervising the operation of the Project as determined by the Commissioner.

18. From and after the date of completion of such construction of the Project as shall permit initial occupancy thereof as determined by the Commissioner, the Authority will operate the Project in accordance with the Management Plan and such revisions thereof as shall be approved from time to time by the Commissioner.

19. The Authority will admit to and permit to continue to occupy the Project only tenants who meet respectively the Authority's tenant eligibility requirements for admission to and continued occupancy of the Project as approved from time to time by the Commissioner and will at all times comply with the tenant selection provisions of the housing laws of the State of Connecticut relating to housing for elderly persons and orders and regulations issued from time to time thereunder by the Commissioner.

20. The Authority will not operate the Project as a source of profit to either itself or the municipality and will from time to time at the direction of the Commissioner revise the Management Plan to the end that the rent schedules therein shall be no higher than necessary to produce revenues which, together with all other funds available to pay the costs of operating and managing the Project from whatever source derived, including proceeds of insurance and eminent domain proceedings, will be adequate for debt service on any notes or bonds issued by the Authority to meet the development cost of the Project, for all expense of administering and operating the Project, including the state service charge, and for the establishment of reasonable reserves for repairs, maintenance and replacements and for vacancy and collection losses.

21. The Authority will deposit all funds received from the operation and management of the Project and all other funds available to pay the costs of operating and managing the same from whatever source derived, including proceeds of insurance and eminent domain proceedings, in a bank approved by the Commissioner, in a separate bank account entitled Administration Fund: Project PARKSIDE VILLAGE..... (B-.....), and will use said funds for the purposes and in the order as follows:

First: To pay salaries of Authority personnel and overhead and expenses of the Authority to the extent to which such items are chargeable to the Project under the Management Plan or any revision thereof;

Second: To pay all costs directly chargeable to the maintenance and operation of the Project as set forth in the Management Plan or any revision thereof, including the payment to the TOWN of BRANFORD in each year of a sum in lieu of real property taxes, special benefit assessments and sewerage system use charges otherwise payable to the municipality, as determined by the municipality with the approval of the Commissioner;

Third: To pay installments of principal and interest on any notes or bonds issued by the Authority to meet the development cost of the Project;

Fourth: To pay the state service charge; and

Fifth: To establish a repairs, maintenance and replacement reserve and a vacancy and collection loss reserve computed as set forth in the Management Plan or any revision thereof, and such further reserves as may from time to time be required by the Commissioner.

The Authority will credit any balance of funds or net operating income not required for the purposes aforesaid to a separate account entitled Operating Reserve Account and all charges against said account shall be as directed and approved by the Commissioner.

22. Subject to orders and regulations issued from time to time by the Commissioner the Authority may withdraw funds in the Administration Fund bank account credited to the reserves referred to in paragraph 21 hereof or not needed for immediate disbursement to meet the cost of operating and managing the Project and deposit the same in such savings bank or banks as shall be approved by the Commissioner in a separate account or in separate accounts entitled Administration Investment Fund; Project PARRESTIDE VILLAGE (E.....) or invest the same in direct obligations of the United States of America. The Authority will deposit all withdrawals from any such savings bank account and all payments of interest and principal received by it on any such obligation and all proceeds of any sale or other disposition of any such obligation in the Administration Fund bank account.

23. The Authority shall not mingle or commingle any proceeds of the Project Capital Grant, or any other moneys obtained by it to meet the development cost of the Project, or any moneys received by it as a result of the management of the Project or from the investment of any such moneys, with any other funds of the Authority from whatever source derived without approval of the Commissioner, and shall not convert the Project or any part thereof without such approval.

24. The Authority will

- (a) maintain the Project in a state of good condition and repair and from time to time make or cause to be made all necessary and proper repairs, replacements, and renewals so that at all times the operation of the Project may be properly and advantageously conducted;
- (b) keep the Project and every part thereof insured to the extent and in a manner satisfactory to the Commissioner and obtain or provide for the obtaining of fidelity bonds covering its officers, agents and employees in such form and in such amounts as the Commissioner may from time to time request;
- (c) operate and manage the Project in accordance with the terms of this Agreement and of the approved Management Plan or any revision thereof and of the orders and regulations from time to time issued by the Commissioner;
- (d) duly and punctually pay all obligations incurred by it in connection with the development, management and operation of the Project, including all payments in lieu of taxes, state and other service charges, assessments and governmental charges which shall be lawfully imposed upon it in connection with the ownership, use or operation of the Project or upon any part thereof or upon the income and profits thereof;
- (e) maintain full and accurate books and records in a form approved by the Commissioner;
- (f) submit to the Commissioner semi-annually and in such form and on such dates as he shall require a sworn statement setting forth all Project income from rents or other sources as well as a detailed breakdown of administrative costs chargeable thereto and of the operating costs thereof, as well as the costs of operating each housing project under its jurisdiction;
- (g) furnish the Commissioner such additional reports and statements in such manner, in such detail and at such times as he may prescribe respecting the development and

operation of the Project;

(h) permit the Commissioner to inspect the Project at any time; and

(i) at any time during regular business hours, and as often as the Commissioner may require, permit the Commissioner or his representatives full and free access to the accounts, records and books of the Authority relative to the Project, said permission to include the right to make excerpts or transcripts from such accounts, records and books.

25. If the Project or any part thereof is damaged or destroyed by fire or other casualty, the Authority will immediately proceed with the collection of all insurance claims, either by settlement (which in the case of claims in excess of one thousand dollars (\$1,000) must be approved by the Commissioner) or by litigation and commence the repair, reconstruction or restoration of the destroyed or damaged parts of the Project to the extent and in a manner approved by the Commissioner.

26. The Authority will not at any time during the life of the Project transfer, convey, assign, lease, mortgage, pledge or in any way encumber or permit the encumbrance of the Project or any part thereof or any appurtenances thereof or the revenues therefrom; except that the Authority may lease dwellings or other facilities in the Project in accordance with the provisions of this Agreement and may with the approval of the Commissioner and subject to all provisions of this Agreement convey or otherwise dispose of excess land, structures or equipment.

27. The Authority will not sell or dispose of the Project or any part thereof unless and until there has been a determination by the Commissioner that the acute shortage of dwelling accommodations for elderly persons of low and moderate income in the municipality shall have terminated or a determination by the Commissioner and the Authority that a sale or disposal thereof is to the best interest of the State and the Authority and then only upon terms and conditions approved by the Commissioner. The proceeds of any such sale, together with all assets owned by the Authority in connection with the Project or such part thereof, after payment of all necessary expenses incident to such sale, shall be applied to the redemption of any outstanding notes or bonds issued by the Authority to meet the development cost of the Project or any part thereof, and any balance remaining shall be paid over to the State.

28. (a) In the event of the failure of the Authority to comply with any provision of this Agreement or in the event the Authority shall have made any misrepresentation of fact in any certificate, report, statement or other document required to be submitted by it to the Commissioner then the Commissioner shall have the right to direct any bank in which the Authority maintains either a Development Fund, Administration Fund or Administration Investment Fund account to refuse to permit any withdrawals from such account until further notice from the Commissioner. In any such event, the Commissioner shall have the right to withdraw funds from any such account at such time as he may deem necessary and use any funds so withdrawn from the Development Fund account for any purpose for which such account was established and any funds so withdrawn from the Administration Fund account or the Administration Investment Fund account for any purpose for which the Administration Fund account was established.

(b) In order to make effective the rights of the Commissioner hereinabove in this section provided for, the Authority will, at or prior to opening any such bank account, enter into an agreement with the bank in which such account is to be opened in substantially the form hereto attached as Exhibit A with only such changes therein as shall be agreed upon by the Commissioner and the Authority.

29. Failure of the Authority to comply with any provision of this Agreement shall on such determination by the Commissioner be deemed a material breach of contract, and

upon failure to remedy such breach within thirty days after written notice from the Commissioner the State acting by the Commissioner shall, to the full extent permitted by law, have each of and all the following rights and remedies:

- (a) In the event the entire amount of the Project Capital Grant has not been paid to the Authority, the right to refuse to make any further advance thereon;
- (b) The right to a writ of mandamus or an injunction or similar relief against the Authority or any or all the members, officers, agents or representatives thereof;
- (c) The right to have a receiver appointed by any court of competent jurisdiction to take possession and control of the Project and to complete, maintain and operate the same so long as shall be necessary in order to correct such breach of agreement and any other breaches of agreement or defaults which may exist;
- (d) The right after the expiration of sixty days following the occurrence of such breach of agreement, by any agent or representative designated by the Commissioner and either with or without the institution of any legal action, suit or proceeding, to take possession and control of the Project or any portion thereof and to complete, maintain and operate the same so long as shall be necessary to correct such breach of agreement and any other breaches of agreement or defaults which may exist;
- (e) The right to a conveyance of the Project;
- (f) The right to maintain any and all actions at law or suits in equity or other proper proceedings to enforce the correction of such breach of agreement for its own protection or for the protection of the Authority's obligees; and
- (g) Each and every further right and remedy available to the State either at law or in equity.

In the event the State shall be entitled to a conveyance of the Project under subdivision (e) hereof, the Authority will convey the same to the State by good and sufficient deed of conveyance upon written demand therefor by the Commissioner. Following such conveyance the State may complete, operate, manage, lease, convey and otherwise deal with the Project in all respects as though it were the sole owner; provided that as soon as practicable after the Commissioner is satisfied that the Authority's defaults by reason of which the State has acquired the Project have been cured, the State will reconvey the Project, if then owned by the State and as then constituted, by good and sufficient deed of conveyance to the Authority.

30. This Agreement shall supersede and rescind all other Assistance Agreements heretofore made by the parties for state financial assistance for the Project and specifically, the Assistance Agreement(s) for the Project, in the total amount of \$775,000 dated November 1, 1971.

31. The contractor (The Authority) agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or groups of persons on the grounds of race, color, religion or national origin, sex or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the contractor (The Authority) as relate to the provisions of this section (Section 4-114a, Connecticut General Statutes).

32. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute but one and the same instrument.

ASSISTANCE AGREEMENT NO. 8-47

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this contract may be cancelled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order. No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion.


L.H.A.


D.C.A.

This contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

DCA 225-7 8/69

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year ~~first above written~~ indicated below:

HOUSING AUTHORITY OF THE TOWN OF BRANFORD

BY: Mary M. Kennedy
Chairman

12/9/74
date

(SEAL)

Attest:

P. G. Carter
Secretary

STATE OF CONNECTICUT

(SEAL)

By: Patricia J. Sullivan
Commissioner of Community Affairs

Attest:

Mary A. O'Loughlin
Noting

2/7/75
Date

APPROVED:
George J. Cahling
Commissioner of Finance & Control

2-24-75
Date

APPROVED AS TO FORM:
[Signature]
Attorney General

MAR 11 1975
Date

BOARD OF SELECTMEN
BRANFORD, CONNECTICUT 06405

JUDY GOTT
First Selectman
DOMINIC A. BUONOCORE
DOMINIC COTE

POST OFFICE BOX 150
(203) 488-8394

R E S O L V E D:

That the Board of Selectmen of the Town of Branford hereby waive payments from the Branford Housing Authority in lieu of real property taxes, special benefit assessments and sewerage system use charges as regards to the Housing Authority's housing for the elderly constructed on South Montowese Street, known as E-67.

Dated at Branford, Connecticut this day of October 1986.

Judy Gott
Judy Gott, First Selectman

Dominic Buonocore
Dominic Buonocore, Second Selectman

Dominic Cote
Dominic Cote, Third Selectman

RECEIVED

OCT 15 1986

SELECTMEN'S OFFICE
BRANFORD, CONN.

RECEIVED FOR RECORD Oct 16 19 86
at 12 05 PM AND RECORDED BY
RONALD E. JONES TOWN CLERK

RECEIVED

OCT 15 1986

TOWN CLERK'S OFFICE
BRANFORD, CONN.

**COOPERATION AGREEMENT
BETWEEN
BRANFORD HOUSING AUTHORITY
AND
TOWN OF BRANFORD**

This Agreement is entered into this ___ day of March, 2022 by and between the Housing Authority of the Town of Branford, a municipal housing authority duly organized and existing pursuant to the laws of the State of Connecticut, herein called "BHA," and the Town of Branford, Connecticut, herein called the "TOWN".

In consideration of the sum of One (\$1.00) Dollar and other valuable considerations; including the mutual promises and undertakings herein provided and for the purpose of carrying out the housing laws of the State of Connecticut; the parties agree as follows:

1. The TOWN shall and does hereby abate one hundred percent (100%) of the real property taxes, special benefit assessments, and sewerage system use charges on that certain parcel of land situated at 115 South Montowese Street, Branford, Connecticut 06405 and any improvements thereupon (the "Site") accruing to the Town of Branford, beginning with the assessment on the current Grand List and continuing for twenty (20) years or until this Agreement is suspended or terminated pursuant to its terms, whichever first occurs. Such abatement of real property taxes may be extended for up to two (2) additional ten (10) year terms upon the approval of the Board of Selectmen.
2. This Agreement is being entered into in connection with the redevelopment of the Site (the "Redevelopment"), as approved by the Town and its Planning and Zoning Commission, and as financially supported by the Connecticut Department of Housing through an allocation of tax credits. As part of the Redevelopment BHA will enter into a 98-year ground lease of the Site with Parkside Village I LLC, a Connecticut limited liability company (the "Ground Lease").
3. BHA hereby agrees that the abatement received by it under the terms of this Agreement shall be used to reduce rents below the levels which would be achieved in the absence of such abatement and to improve the quality and design of such housing; to effect occupancy of such housing by persons and families of varying income levels within limits determined by the Commissioner of Housing by regulation; or to provide necessary related facilities or services in such housing.
4. The TOWN shall have the right, and BHA hereby gives the TOWN its express permission (upon reasonable notice and at reasonable times) to inspect books, records and accounts of BHA to determine that BHA is using and applying its tax abatement for the purposes recited in Paragraph 2, above.
5. This Agreement for tax relief shall be applicable to all successors and assigns of BHA just as to BHA itself, provided that any such proposed assignment shall conform in all respects to the requirements of Section 169-4 of the Branford Town Code. The Town

and the BHA acknowledge that the Ground Lease is not an assignment for purposes of this Section 5.

6. In the event that the TOWN determines that BHA is or has not applied the abatement received by it under the provisions of this Agreement for the purposes recited in Paragraph 2 of this Agreement, or if the TOWN is unable to determine, from the books, records, and accounts of BHA, that the tax abatement has been so applied, or in accordance with the standards of the Building or Housing Codes of the Town, then the TOWN has the right to terminate this Agreement and to reinstate (temporarily or permanently, and in whole or in part, as the TOWN shall determine) the full one hundred percent (100%) real property tax of BHA, said tax to be pro-rated on a per diem basis throughout the tax year, with the tax abatement adjusted in proportion to the unit or units so out of compliance, from the date of termination of said tax abatement to the next succeeding tax assessment date.
7. The TOWN agrees to furnish municipal services and facilities to BHA's development at the Site of the same character as those furnished other dwellings and citizens of the TOWN.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO COOPERATION AGREEMENT]

(SEAL)

HOUSING AUTHORITY OF THE
TOWN OF BRANFORD

WITNESS

BY:

WITNESS

(SEAL)

TOWN OF BRANFORD

WITNESS

BY:

WITNESS

(SEAL)

STATE OF CONNECTICUT
DEPARTMENT OF HOUSING

WITNESS

BY:

WITNESS
