



City of Groton  
Office of the Mayor  
Mayor Keith Hedrick



Town of Groton  
Office of the Town Manager  
Town Manager John Burt

November 7, 2022

Branford Manor Preservation, L.P.  
c/o Matthew Finkle  
The Related Companies  
66 Columbus Circle  
New York, NY 10023

*via FedEx Overnight Delivery and email*

Dear Mr. Finkle:

As you know, the Town of Groton ("Town"), City of Groton ("City") and Branford Manor Preservation, Limited Partnership ("BMPLP") entered into a "Real Property Tax Incentive Agreement for the Improvement and Operation of a Low-Income Subsidized Rental Housing Complex" ("Agreement") in spring 2017. On October 11, 2022, the Town of Groton Town Council ("Town Council") adopted a Resolution ("Town Resolution") to find Branford Manor in Default of the Agreement; the details supporting that finding are included in the Town Resolution. The City of Groton City Council ("City Council") likewise passed a Resolution ("City Resolution") on October 17, 2022, to find Branford Manor in Default of the Agreement; the details supporting that finding are included in the City Resolution. Copies of the Agreement, Town Resolution and City Resolution are attached as Exhibits 1, 2 and 3. The Resolutions further reference sixteen (16) Public Health Orders issued by Ledge Light Health District to Branford Manor ("LLHD Health Orders – September 8-September 22, 2022"), which are attached as Exhibit 4, and numerous Rental Housing Code violations issued by the City, which are attached as Exhibit 5. We are jointly writing at this time as a follow up to the actions of the Town and City Councils, to provide notice of the Town and City Resolutions and findings of Default, and to outline the expectations of the Town and City going forward under the Agreement. All referenced Exhibits throughout this notice are incorporated as part of this notice.

By finding BMPLP in Default pursuant to paragraphs B2 (g), B7 (a) (ii), and any other relevant paragraphs of the Agreement, the Town and City have triggered paragraph B7 (c), which provides:

- (c) Upon the occurrence of a Default under subsection 7(a)(ii) above, the Town and/or the City shall give the Developer written notice including a reasonable period of not less than thirty (30) days to cure such Default. Upon the occurrence of a Default that is not cured after the passage of the applicable cure period, unless the Developer has commenced a cure and is diligently pursuing such cure and such Default is not capable of being cured in such time period, the Town and/or the City shall have the right to terminate this Agreement effective at the end of the cure period specified in such written notice to the Developer of its/their intention to do so (also a "Termination Date").

As set forth in the respective Town and City Resolutions, each Council has adopted the same cure period for BMPLP, namely:

- . . . a thirty (30) day cure period, beginning from the compliance dates set forth by the City and/or Ledge Light Health District (as those compliance dates may be amended from time to time). In the event of further notices of violation from the Rental Housing Code and/or Public Health Code, the Town Manager [City Mayor] may amend, if necessary, the Default reasons, support for and cure periods consistent with the Agreement.

As of the dates that the Town and City each voted to find BMPLP in Default, BMPLP had not yet complied with the requirements set forth in the sixteen (16) LLHD Public Health Orders, but it had requested, and been granted by LLHD, extensions of time to comply. LLHD notices granting those extensions are attached as Exhibit 6.<sup>1</sup> Absent additional extensions of time to comply by LLHD, BMPLP must comply by the dates listed in those extensions. Failure to comply by the dates listed in those extensions will initiate the thirty (30) day cure period described in the Resolutions, and the Councils retain their respective rights to Terminate the Agreement at the end of such any such cure period in accordance with the terms of the Agreement.

In placing BMPLP in Default, the Town and City recognize that the health and safety of the residents of Branford Manor are of utmost importance. We will closely monitor compliance with the LLHD orders and City violations outlined above and attached. As set forth in the Resolutions, in the event of further notices of violation of the Rental Housing Code and/or Public Health Code, the Town and City, (through the Town Manager and Mayor, respectively), may amend the Default reasons, support for and cure periods consistent with the Agreement. Please be advised that we are adding to the support for the Default reasons, citing seven (7) LLHD orders issued since the dates of the Town and/or City Resolutions. LLHD issued the seven (7) orders on October 19, 2022, with compliance dates of November 19, 2022 ("LLHD Health Orders – October 19, 2022"), which are attached as Exhibit 7. As with the prior LLHD orders, failure to comply by the dates listed in these orders (or dates as amended by LLHD) will initiate the thirty (30) day cure period described in the Resolutions, and the Councils retain their respective rights to Terminate the Agreement at the end of such any such cure period in accordance with the terms of the Agreement.

We have been encouraged in recent meetings that BMPLP will take the swift and necessary steps to ensure safe, healthy living environments for all residents of Branford Manor, and trust that our encouragement is not misplaced. In the interests of the Town, City and residents of Branford Manor, we will nonetheless remain prepared to take the steps available to us under the Agreement to Terminate the Agreement in the event that BMPLP fails to cure any Default.

Should you have any questions regarding the above or enclosed, please contact us.

City of Groton

Town of Groton



City Mayor Keith Hedrick



Town Manager John Burt

Enclosures: Exhibits 1-7  
cc (per Tax Incentive Agreement):

Robinson & Cole, LLP  
1055 Weishington Boulevard  
Stamford, Connecticut 06907  
Attn: Steve L. Elbaum, Esq.

Levitt & Boccio, LLP  
423 West 55th Street, 8th Floor  
New York, New York 10119  
Attention: David S. Boccio, Esq.

Wells Fargo Affordable Housing  
Community Development Corporation  
MACD1053-170  
301 South College Street, 17th Floor  
Charlotte, NC 28288  
Attention: Director of Tax Credit Asset Management

Philip Spahn  
Sidiey Austin LLP  
One South Dearborn  
Chicago, IL 60603

<sup>1</sup> The City's Building Inspector has indicated that to date, he has not issued extensions, as BMPLP has complied with the required written timetable within 10 days of the date of the notice of violation and/or has completed the repairs.