

BRANFORD MANOR PRESERVATION, L.P.
30 Hudson Yards, 72nd Floor
New York, NY 10001

January 3, 2023

John Burt
Town Manager
Town of Groton
45 Fort Hill Road
Groton, CT 06340

Keith Hedrick
Mayor
City of Groton
295 Meridian Street
Groton, CT 06340

Dear Sirs:

Per Section 6(c) of that certain Real Property Tax Incentive Agreement for the Improvement and Operation of a Low-Income Subsidized Rental Housing Complex ("Tax Agreement") by and between The Town of Groton ("Town"), The City of Groton ("City"), and Branford Manor Preservation, L.P. ("Owner"), below is an explanation of compliance with the requirements of the Tax Agreement by section reference.

§ 7(a)(i)

- All payments have been paid on or prior to their due dates.

§ 7(a)(ii)

- As detailed below, there are no current violations of Sections 3, 5 and/or 6.

§ 3

- All payments have been paid on or prior to their due dates.

§ 5(a)

- Related Management Company managed the Property during all of 2022
- Appendix A details the provision of Social Services during 2022

§ 5(b)

- The Property's HAP Contract (attached) is currently in effect for 100% of revenue-producing units

§ 6(a)

- Previous reporting has documented compliance with this provision.

§ 6(b)

- Previous reporting has documented compliance with this provision.

Please note that income and expense reports for 2022 will be submitted no later than June 1, 2023 as has been customary in past years (per the attached notice).

Please advise if you need further information to satisfy the reporting requirements in Section 6(c) of the Tax Agreement.

Sincerely,

Branford Manor Preservation, L.P.

By:



Name: David Pearson

Title: Vice President of the General Partner

APPENDIX A

1. *Food Pantry - existing space is provided for a weekly/monthly food pantry to be provided free of charge.*
 - Residents have been advised of the availability of Groton Community Meals.
 - RMC continues to notify residents of the Mobile Pantry hosted by United Way at St. John's Christian Church right next door every 4th Friday, 12:30-2:30.
 - Seniors Meals are hosted every Monday from 6-7pm at the senior center
 - Management has contacted Jill Risk of the United Way in July and September to request that United Way host a Food Pantry at Branford Manor. United Way advised in September that site staff must be sani-certified and provide space for a pantry, which RMC is in the process of undertaking.
 - RMC will be purchasing food for a monthly food bank supplied to our residents through Costco, currently planned to begin in October.
2. *Health, Education and Safety Satellite Program*
 - Covid Vaccine Clinics from the CT Department of Public Health were hosted onsite in April 2022.
 - Terry L Dunn Jr., MPH, from the Thames Valley Council for Community Action provided information and coordination for the following services on site in August 2022:
 - WIC
 - Case Management
 - Energy Assistance
 - Little Learners program
 - Early Head Start/ Head Start
 - Alliance for Family Support
 - RMC has contacted Jennifer Muggeo, the Deputy Director of Ledge Light, to request to host flu shot clinics in October.
 - Jewish Federation of Easter CT provided during December 2022 free COVID tests, bags of sanitary products for women, household cleaning supplies, diapers and wipes.
3. *United Way- provide space for administrative staff*
 - Jill Rusk from United Way was offered space at Branford Manor via verbal meeting in July and email in September. The offers were declined.
4. *Home ownership counseling*
 - Liberty Bank of Groton held a home ownership counseling event in Q4 2022 at the property.
 - Rainbow (referenced below) is currently providing webinars and on-demand trainings.
5. *Money Management and Education*
 - RMC worked with UniteCT to apply over \$126K to resident balances.
 - Owner/RMC coordinated with Esusu to host an event on 8/10/22 at which Esusu provided information on rent payment relief and building credit scores. 18 households applied for rent relief totaling over \$25,000 in past due balances.
 - 'Everything Credit' Seminar, building and maintaining strong credit, Presented by Liberty Bank is scheduled for Tuesday 11/1.

6. *Career Counseling*

- Hosted a hiring event for bus drivers and paralegals for the Groton Public Schools on 8/20/22
- Included in Rainbow's services, per below.

7. *Youth Programs*

- Backpack giveaway and free haircut event was hosted on 8/25.
- Event planned for 10/13 offering the following programming: Community Level Up Inc (Miles Daniels), Producing Leaders around the Nation, Music Production & Exploration, Financial Literacy.
- After school program to begin January 2023. This is in collaboration with HES, Health, Education and Safety program with the Groton Public School and Police Department.

8. *Recreational Activities*

- Branford Manor Picnic held 8/19, with the following attendees/events:
 - Groton Community Meals
 - Town of Groton Human Services
 - City of Groton Police Dept. (D.A.R.E info, canine demonstration)
 - Fire Department (Touch a Truck event)
 - Groton Public Schools (kindergarten registration, backpack giveaway)
 - Groton Alliance Substance Abuse Prevention
 - Recreational games for children, 2 bounce houses, face painter and DJ
 - Ben and Jerry's ice cream truck
 - BBQ cooked by local community volunteers & Groton Police Department
- Halloween Parade and Contest - 10/27
- Holiday Event with Santa and Meet and Greet the RSC - 12/21
- Holiday Door Decorating Contest for Residents - 12/22

9. *Advocacy Programs, including United Way and TVCCA*

- Management has been in contact with the following individuals/groups:
 - Terry L Dunn Jr., Community Resource Coordinator for TVCCA
 - Jill Rusk, Community Impact Program Resource Manager for United Way of Southeastern Connecticut

10. *Groton Human Services- provide free space upon request*

- Owner is in discussions with Town Manager Burt on potential uses of space on site.

11. *City of Groton Police Department - provide free space upon request*

- Office space is available daily for the Police Department as needed. The PD and Management have a good working relationship and they have access to the community building daily as needed.

Developer agrees to spend not less than \$15,000 annually

- Total direct spend by RMC for 2022 was approximately \$22,000
- Related Affordable Foundation also made \$15,000 in grants to local area organizations
- Under the contract with Rainbow (referenced below), approximately \$5,000 was expended in 2022.

Rainbow Housing Service Coordination:

Owner has contracted with Rainbow Housing Assistance Corporation (“Rainbow”), effective 10/25/22, for Rainbow to provide services at Branford Manor. The Annual Service Fee is \$129,640 in the first year (with annual 4% increases) and the services include the items listed below. Please note that Exhibit 2 of the Tax Agreement is attached as an addendum to the contract:

- 1 full-time on-site Resident Services Coordinator. The new RSC began on 11/28/22.
- Bi-annual resident surveys to assess resident needs and desires for programming
- Web-Based Resident Applied Programming available 24-hours per day, 7 days per week, using Rainbow’s On-Demand Library, including
 1. Financial Literacy
 - a. Know Your Financial Rights
 - b. Take Control of Your Credit
 - c. Pay Yourself First
 2. Employment Readiness
 - a. Ace Your Job Interview
 - b. 6 Traits of Successful Employees
 - c. Computer Literacy in the Workplace
 3. Health and Nutrition
 - a. BMI and Healthy Weight
 - b. Healthy Eating on a Budget
 - c. Asthma and Allergies
 4. Green LEED Workshop, a.k.a. Energy Conservation
 - a. Water Efficiency
 - b. Green and Healthy Living
 - c. Waste and Reduction
 5. Computer Workshop
 - a. Microsoft Excel Basics
 - b. Microsoft Office: Word 101
 - c. How to Create an Effective PowerPoint Presentation
 6. Personal Development
 - a. Gardening
 - b. 10 Steps to Buying a Home
 - c. The Law and Turning 18
 7. Continuing Education
 - a. GED
 - b. English as a Second Language (ESL)
 - c. Rainbow Scholarships
 - d. Best Ways to Get a College Education on a Budget
 8. Senior Classes/Rainbow Senior Circle
 - a. Chair Exercises
 - b. Health and Nutrition
 - c. Book Club
 - d. Substance Abuse for Seniors

- e. High Blood Pressure and Stroke
- f. Social Interaction
- g. Scam and Fraud Prevention
- h. Home Safety Training
- i. Financial Planning and Budgeting
- j. Fall Prevention
- k. Aging In Place
- 9. Crisis Intervention
 - a. Domestic Violence
 - b. Alcohol and Drug Awareness
 - c. Teen Pregnancy Prevention
- 10. Parenting Workshop
 - a. Stranger Danger Online
 - b. How to Bully-Proof Your Youth
 - c. Healthy Eating, Ages One through Five
- 11. Resident Housing Tips and Resources
 - a. Fire Safety
 - b. Bedbug Awareness
 - c. Housekeeping
- 12. Exercise Classes
- Rainbow Call Center
- National Vocational Program

**U.S. Department of Housing and Urban Development
Office of Housing**

PROJECT-BASED SECTION 8

**HOUSING ASSISTANCE PAYMENTS
RENEWAL CONTRACT
FOR MARK-UP-TO-MARKET PROJECT**

Branford Manor (CT26L000008)

OMB Control #2502-0587

"Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information is being collected for obtaining a signature on legally binding documents and will be used to enforce contractual obligations. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it has a currently valid OMB control number. No confidentiality is assured."

PREPARATION OF CONTRACT

Reference numbers in this form refer to notes at the end of the contract text. These endnotes are instructions for preparation of the Renewal Contract. The instructions are not part of the Renewal Contract.

1

**RENEWAL HAP CONTRACT
FOR SECTION 8 MARK-UP-TO-MARKET PROJECT¹**

1 CONTRACT INFORMATION²

PROJECT

Section 8 Project Number: CT26L000008

Section 8 Project Number of Expiring Contract: Same

FHA Project Number (if applicable): N/A

Project Name: Branford Manor

Project Description:³

The property consists of 441 section 8 units; 1 BR with 22 units and 2 BR with 397 units and 3 BR with 22 units and 1 Non-Section 8 units with 2 BR with 1 unit. The property is located at 37 Mather St Groton CT 06340-5224 in New London County

Check this box if the project is a Section 236 project or a Section 221(d)(3) below market interest rate (BMIR) project at the beginning of the Renewal Contract term.

PARTIES TO RENEWAL CONTRACT

Name of Contract Administrator⁴

Navigate Affordable Housing Partners

Name of Owner

Branford Manor Preservation, L.P.

2 TERM AND FUNDING OF RENEWAL CONTRACT

- a The Renewal Contract begins on 6/1/2017⁵ and shall run for a period of 20 (Twenty)⁶ years.
- b Execution of the Renewal Contract by the Contract Administrator is an obligation by HUD of \$ 524,800⁷, an amount sufficient to provide housing assistance payments for approximately 12⁸ months of the first annual increment of the Renewal Contract term.
- c HUD will provide additional funding for the remainder of the first annual increment and for subsequent annual increments, including for any remainder of such subsequent annual increments, subject to the availability of sufficient appropriations. When such appropriations are available, HUD will obligate additional funding and provide the Owner written notification of (i) the amount of such additional funding, and (ii) the approximate period of time within the Renewal Contract term to which it will be applied.

3 RENEWAL CONTRACT
a Parties

- (1) This contract ("Renewal Contract") is a housing assistance payments contract ("HAP contract") between the contract administrator and the owner of the housing.
- (2) If HUD is the contract administrator, HUD may assign the Renewal Contract to a public housing agency ("PHA") for the purpose of PHA administration of the Renewal Contract, as contract administrator, in accordance with the Renewal Contract (during the term of the annual contributions contract ("ACC") between HUD and the PHA). Notwithstanding such assignment, HUD shall remain a party to the provisions of the Renewal Contract that specify HUD's role pursuant to the Renewal Contract, including such provisions of section 8 (applicable requirements), section 9 (statutory changes during term), section 10 (distributions) and section 11 (PHA default) of the Renewal Contract.

b Statutory authority

The Renewal Contract is entered pursuant to section 8 of the United States Housing Act of 1937 ("Section 8") (42 U.S.C. 1437f),

and section 524(a) of the Multifamily Assisted Housing Reform and Affordability Act of 1997 (MAHRA) ** (Title V of Public Law No.105-65, October 27, 1997, 111 Stat. 1384), as amended.

c Expiring Contract

Previously, the owner entered into a Housing Assistance Payments Contract ("Expiring Contract") with HUD or a PHA to make Section 8 housing assistance payments to the owner for eligible families living in the project. The term of the Expiring Contract has expired or will expire prior to the beginning of the term of the Renewal Contract.

d Purpose of Renewal Contract

The purpose of the Renewal Contract is to renew the Expiring Contract for an additional term. During the term of the Renewal Contract, the contract administrator will make housing assistance payments to the owner in accordance with the provisions of the Renewal Contract. Such payments shall only be made for contract units occupied by eligible families ("families") leasing decent, safe and sanitary units from the owner in accordance with HUD regulations and other requirements.

e Contract units

The Renewal Contract applies to the project contract units identified in Exhibit A by size and applicable contract rents.

4 EXPIRING CONTRACT – PROVISIONS RENEWED

a Except as specifically modified by the Renewal Contract, all provisions of the Expiring Contract are renewed (to the extent such provisions are consistent with statutory requirements in effect at the beginning of the Renewal Contract term).

b Any provisions of the Expiring Contract concerning any of the following subjects are not renewed, and shall not be applicable during the renewal term:

(1) The amount of the monthly contract rents;

(2) Contract rent adjustments;

(3) Project account (sometimes called "HAP reserve" or "project reserve") as previously established and maintained by HUD pursuant to former Section 8(c)(6) of the United States Housing Act of 1937 (currently Section 8(c)(5) of the Act, 42 U.S.C. 1437f(c)(5)). Section 8(c)(5) does not apply to the Renewal Contract, or to payment of housing assistance payments during the Renewal Contract term.

c The Renewal Contract includes those provisions of the Expiring Contract that are renewed in accordance with this section.

5 CONTRACT RENT

a Initial contract rents

At the beginning of the Renewal Contract term, and until contract rents for units in the project are adjusted in accordance with section 5b, the contract rent for each bedroom size (number of bedrooms) shall be the initial contract rent amount listed in Exhibit A, which is attached to and made a part of the Renewal Contract. The initial contract rent amounts listed in Exhibit A have been increased to market levels under the HUD Mark-Up-to-Market Option.

b Contract rent adjustments

(1) OCAF adjustment

Except for adjustment of the contract rents to comparable market rents at the expiration of each 5-year period (as provided in paragraph 5b(2) of this section) ("fifth year adjustment"), during the term of the Renewal Contract the contract administrator shall annually, on the anniversary of the Renewal Contract, adjust the amounts of the monthly contract rents in accordance with HUD requirements, using an operating cost adjustment factor (OCAF) established by HUD. Such adjustments by use of the OCAF shall not result in a negative adjustment (decrease) of the contract rents. The OCAF shall not be used for a fifth year adjustment.

(2) Fifth year adjustment (comparability adjustment at expiration of each 5-year period, *if applicable*)

(a) This section 5(b)(2) is only applicable if the term of the Renewal Contract is longer than five (5) years (from the first day of the term specified in section 2a).

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- (b) At the expiration of each 5-year period of the Renewal Contract term, the contract administrator shall compare existing contract rents with comparable market rents for the market area. At such anniversary of the Renewal Contract, the contract administrator shall make any adjustments in the monthly contract rents, as reasonably determined by the contract administrator in accordance with HUD requirements, necessary to set the contract rents for all unit sizes at comparable market rents. Such adjustments may result in a negative adjustment (decrease) or positive adjustment (increase) of the contract rents for one or more unit sizes.
 - (c) To assist in the redetermination of contract rents, the contract administrator may require that the owner submit to the contract administrator a rent comparability study prepared (at the owner's expense) in accordance with HUD requirements.

(3) Procedure for rent adjustments during renewal term

To adjust contract rents during the term of the Renewal Contract (in accordance with paragraph 5b(1) or paragraph 5b(2)), the contract administrator shall give the owner notice of the revised Exhibit A. The revised Exhibit A shall specify the adjusted contract rent amount for each bedroom size as determined by the contract administrator in accordance with paragraph 5b(1) or paragraph 5b(2). The notice shall specify when the adjustment of contract rent is effective. The notice by the contract administrator of the revised Exhibit A constitutes an amendment of the Renewal Contract.

(4) No other adjustments

Except for contract rent adjustments in accordance with paragraph 5b, there shall not be any other adjustments of the contract rents during the term of the Renewal Contract. Special adjustments shall not be granted.

6 OWNER WARRANTIES

- a The owner warrants that it has the legal right to execute the Renewal Contract and to lease dwelling units covered by the contract.

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- b The owner warrants that the rental units to be leased by the owner under the Renewal Contract are in decent, safe and sanitary condition, as defined by HUD, and shall be maintained in such condition during the term of the Renewal Contract.

7 OWNER NOTICE

- a Before termination of the Renewal Contract, the owner shall provide written notice to the contract administrator and each assisted family in accordance with the law and HUD requirements.
- b If the owner fails to provide such notice in accordance with the law and HUD requirements, the owner may not increase the tenant rent payment for any assisted family until such time as the owner has provided such notice for the required period.

8 APPLICABLE REQUIREMENTS

The Renewal Contract shall be construed and administered in accordance with all statutory requirements, and with all HUD regulations and other requirements, including amendments or changes in HUD regulations and other requirements during the term of the Renewal Contract. However, any changes in HUD regulations and requirements which are inconsistent with the provisions of the Renewal Contract, including the provisions of section 5 (contract rent) and section 10 (distributions), shall not be applicable.

9 STATUTORY CHANGES DURING TERM

If any statutory change during the term of the Renewal Contract is inconsistent with section 5 or section 10 of the Renewal Contract, and if HUD determines, and so notifies the contract administrator and the owner, that the contract administrator is unable to carry out the provisions of section 5 or section 10 because of such statutory change, then the contract administrator or the owner may terminate the Renewal Contract upon notice to the other party.

10 DISTRIBUTIONS

During the term of the Renewal Contract, neither HUD nor the PHA may impose any additional limitations on distributions of project funds other than any distribution limitations specified in Exhibit B, which is attached to and made a part of this Renewal Contract.

11 PHA DEFAULT

- a This section of the Renewal Contract applies if the contract administrator is a PHA acting as contract administrator pursuant to an annual contributions contract ("ACC") between the PHA and HUD. This includes a case where HUD has assigned the Renewal Contract to a PHA contract administrator, for the purpose of PHA administration of the Renewal Contract.
- b If HUD determines that the PHA has committed a material and substantial breach of the PHA's obligation, as contract administrator, to make housing assistance payments to the owner in accordance with the provisions of the Renewal Contract, and that the owner is not in default of its obligations under the Renewal Contract, HUD will take actions HUD determines necessary for the continuation of housing assistance payments to the owner in accordance with the Renewal Contract.

12 SECTIONS 236 AND 221(D)(3) BMIR PROJECTS -- PREPAYMENT

- a This section of the Renewal Contract shall be applicable if the project is a Section 236 project or a 221(d)(3) BMIR project (See the check-box at section 1 of the Renewal Contract).

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- b During the term of the Renewal Contract, the owner shall not prepay any FHA-insured mortgage on the project, except where HUD, in its sole discretion, approves the prepayment as a component of a transaction whereby the project is preserved as affordable housing.

13 EXCLUSION OF THIRD-PARTY RIGHTS

- a The contract administrator does not assume any responsibility for injury to, or any liability to, any person injured as a result of the owner's action or failure to act in connection with the contract administrator's implementation of the Renewal Contract, or as a result of any other action or failure to act by the owner.
- b The owner is not the agent of the contract administrator or HUD, and the Renewal Contract does not create or affect any relationship between the contract administrator or HUD and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner in connection with implementation of the Renewal Contract.
- c If the contract administrator is a PHA acting as contract administrator pursuant to an annual contributions contract ("ACC") between the PHA and HUD, the contract administrator is not the agent of HUD, and the Renewal Contract does not create any relationship between HUD and any suppliers, employees, contractors or subcontractors used by the contract administrator to carry out functions or responsibilities in connection with contract administration under the ACC.

14 WRITTEN NOTICES

Any notice by the contract administrator or the owner to the other party pursuant to the Renewal Contract must be in writing.

SIGNATURES

Contract administrator (HUD or PHA)

Name of Contract Administrator


Navigate Affordable Housing Partners

By: 
Signature of authorized representative

ERIC Q. STRONG, CHIEF EXECUTIVE OFFICER
Name and official title

Date 6/2/17

U.S. Department of Housing and Urban Development

By: 
Signature of authorized representative
Richard P. Daugherty - Branch Chief, United States Dept. of Housing and Urban Development

Name and official title

Date June 2, 2017

Owner

Name of Owner
Branford Manor Preservation, LP

By: 
Signature of authorized representative

Matthew Finkle - Vice President of GP

Name and title

Date 6/1/17

EXHIBIT B

DISTRIBUTION LIMITATIONS

FOR PROJECT NOT SUBJECT TO DISTRIBUTION LIMITATIONS:

If the project is not subject to any limitations on distribution of project funds, either pursuant to an FHA Regulatory Agreement or pursuant to the Expiring Contract, neither HUD nor the PHA may impose any additional limitations on distribution of project funds during the term of the Renewal Contract.

FOR PROJECT SUBJECT TO DISTRIBUTION LIMITATIONS:

If the project is subject to any limitations on distribution of project funds pursuant to an FHA Regulatory Agreement or pursuant to the Expiring Contract, such limitations on distribution shall continue to be applicable during the term of the Renewal Contract, provided that the owner may take an increased distribution in accordance with the Section 8 Renewal Policy Guidance for Renewal of Project-Based Section 8 Contracts, (the "Guidebook").

However, owners of Section 8 properties must maintain the property in good condition, as demonstrated by a REAC score of 60 or higher, in order to take increased distributions.

The owner shall comply with the distribution limitations. The maximum distribution to the owner shall be equal to the total of:

- 1 The limited distribution permitted pursuant to the FHA Regulatory agreement or the Expiring Contract, plus
- 2 Any increased distribution as approved by HUD in accordance with the Guidebook.

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| PROJECT-BASED SECTION 8 HOUSING ASSISTANCE PAYMENTS Addendum to RENEWAL CONTRACT under Option One or Option Two for Capital Repairs and/or Acquisition—Post- Rehabilitation Rents at Closing | U.S. Department of Housing and Urban Development Office of Housing Federal Housing Commissioner | OMB Approval No. 2502-0587 |
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| <p>Public Reporting Burden Public reporting burden for this collection of information is estimated to average 5 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is required to obtain benefits. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.</p> <p>Title V of the Departments of Veterans Affairs and Housing and Urban Development and Independent Agencies Appropriations Act of 1988 (P.L. 106-65, 111 Stat. 1384) authorizes the FHA Multifamily Housing Mortgage and Housing Assistance Restructuring Program. HUD implemented a statutory permanent program directed at FHA-insured multifamily projects that have project-based Section 8 contracts with above-market rents. The information collection is used to determine criteria eligibility of FHA-insured multifamily properties for participation in the Mark to Market program and the terms on which participation should occur. The purpose of the program is to preserve low-income rental housing affordability while reducing the long-term costs of Federal rental assistance. While no assurances of confidentiality are pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information request.</p> |
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**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF HOUSING**

PROJECT-BASED SECTION 8 HOUSING ASSISTANCE PAYMENTS

Addendum to RENEWAL CONTRACT for Capital Repairs and/or Acquisition—Post Rehabilitation Rents at Closing

The Renewal Contract as amended by this Addendum includes the following Exhibits that are checked:

- Exhibit A1:** Identification of Units (Contract Units) by Size and Applicable Contract Rents Before Capital Repairs and/or Acquisition ("Pre-Rehabilitation Rents");
- Exhibit A2:** Identification of Units (Contract Units) by Size and Applicable Contract Rents After Capital Repairs and/or Acquisition ("Post-Rehabilitation Rents");
- Exhibit C:** Reserved
- Additional Exhibits:** (Specify any additional Exhibits if applicable)

1. Refinancing. The Owner certifies that (a) the Project is being refinanced (i) with low-income housing tax credits, (ii) pursuant to a program that requires that full debt service commence at closing; and (b) the program referenced in the preceding clause is listed in Chapter 15 of the Section 8 Renewal Guide as having been approved by HUD as a program that is eligible for Capital Repairs with Post-Rehabilitation Rents at Closing.

2. Post-Rehabilitation Rents at Closing. Except as otherwise provided in this Addendum, the Contract Rents shall be the Post-Rehabilitation Rents as provided in Exhibit A2. The Post-Rehabilitation Rents are based on the capital repairs to the Project's dwelling units, which the Owner agrees to make in accordance with the Owner's proposal, specifically that portion captioned Scope of Work (the "Scope of Work"). Such repairs shall be referred to in this Addendum as the "Capital Repairs." The Post-Rehabilitation Rents shall be effective on the date on which the Renewal Contract begins, as provided in section 2a of the Renewal Contract (referred to in this Addendum as "the effective date of the Renewal Contract").

3. Pre-Rehabilitation Rents. The Pre-Rehabilitation rents shall be as provided in Exhibit A1. The Owner agrees that the Pre-Rehabilitation Rents shall be the Contract Rents, as provided in this Addendum, in the event that the Capital Repairs are not commenced or completed within the time frames set forth in sections 5 and 6, respectively, of this Addendum.

4. Compliance with Applicable State and Federal Requirements. The Owner hereby certifies that the Capital Repairs are permissible under the applicable State or local zoning and housing codes, ordinances or regulations as modified by any waivers obtained from the appropriate officials. The Owner further agrees to repair and substantially rehabilitate the Project to meet all applicable local standards, including as applicable the following:

- a. State and local building codes, ordinances and regulations;
- b. Standards set forth in the Project Capital Needs Assessment;
- c. Economic Opportunities at 24 CFR Part 135
- d. Handicapped Accessibility Guidelines at 24 CFR Part 41;
- e. Section 504 of the Rehabilitation Act of 1973;
- f. Lead-Based Paint Requirements at 24 CFR Part 35;
- g. Equal Employment Opportunity Regulations (for contracts in excess of \$10,000) at 41 CFR Chapter 60;
- h. Any conditions imposed by HUD on rehabilitation pursuant to regulations at 24 CFR Part 50 and 51; and
- i. The relocation plan or statement prepared pursuant to any HUD requirements or the Uniform Acquisition Policies Act of 1970.

5. Date for Commencement of Capital Repairs. The Date for Commencement of the Capital Repairs shall not be more than 30 calendar days from the effective date of the Renewal Contract, provided, however, that upon request of the Owner, HUD may, in its sole discretion, extend the Date for Commencement of Capital Repairs to the extent reasonably necessary due to *force majeure* events, including fire, flood, earthquake, hurricane, or other natural disaster. If the Capital Repairs are commenced more than 30 calendar days from the effective date of the Renewal Contract, the Contract Administrator will offset future section 8 housing assistance payments by the difference between the Exhibit A2 rents and the Exhibit A1 rents for the entirety of the "commencement penalty period," as defined below. The reduction in rents effectuated by the offset(s) shall be retroactive to the effective date of the Renewal Contract and shall continue until the first day of the calendar month following the month in which the Capital Repairs are commenced (the "commencement penalty period").

6. Date for Completion of Capital Repairs. The Date for Completion of the Capital Repairs shall not be more than 18 months from the Date for Commencement of Capital Repairs, provided, however, that upon request of the Owner, HUD may, in its sole discretion, extend the Date for Completion of Capital Repairs to the

extent reasonably necessary due to *force majeure* events, including fire, flood, earthquake, hurricane, or other natural disaster. Upon Completion of the Capital Repairs, the Owner shall submit evidence to HUD of such completion, as defined in section 9 of this Addendum as "Completion Evidence". If the Owner submits such Completion Evidence more than 18 months from the Date for Commencement of Capital Repairs (or after such other date, as established by HUD, pursuant to this section), the Contract Administrator will offset future section 8 housing assistance payments by the difference between the Exhibit A2 rents and the Exhibit A1 rents for the entirety of the "completion penalty period," as defined below. The reduction in rents effectuated by the offset(s) shall be retroactive to the effective date of the Renewal Contract and shall continue until the first day of the calendar month following the month in which HUD accepts the Capital Repairs as provided in section 9.b. of this Addendum (the "completion penalty period").

7. **Flood Insurance.** Provided that the Project is located in an area that has been identified by the Federal Emergency Management Agency as an area having special flood hazards, and provided further that if the sale of flood insurance has been made available under the National Flood Insurance Program, the Owner agrees that the Project will be covered, during the life of the Project, by flood insurance in an amount at least equal to its development or Project cost (less estimated land cost) or to the limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, whichever is less. In the event that the foregoing two conditions are satisfied, the Owner further agrees that it will advise any prospective purchaser or transferee of the property in writing of the continuing statutory requirement to maintain such flood insurance during the life of the property.

8. **Review and Inspection.** The Owner or an architect employed or engaged by the Owner must inspect the Capital Repairs for acceptable completion. The inspection must be sufficient to enable the inspector to report that he/she has inspected the observable elements and features of the Capital Repairs (for both assisted and unassisted units) in accordance with professional standards of care and judgment and that, on the basis of the inspection, the Capital Repairs have been completed in accordance with the

Scope of the Work and this Addendum, and that there were no observable conditions inconsistent with the Completion Evidence, as defined in section 9 of this Addendum. The results of the inspection must be evidenced by a written report (the "Report"). HUD may, within 30 calendar days of receiving the Report, perform an inspection of its own prior to accepting the Capital Repairs to determine whether there are any defects or deficiencies in the Capital Repairs subject to the Report that preclude or materially affect occupancy.

9. **Capital Repair Completion and Acceptance by HUD.** The Owner will notify HUD of completion of the Capital Repairs by submitting to HUD (i) a certificate of occupancy and other local approvals necessary for occupancy (the "CO"); and (ii) a certification by the Owner or Owner's architect that there are no defects or deficiencies in the Capital Repairs except for (a) ordinary punch list items, and/or (b) items of delayed completion that are minor in nature or that are incomplete because of weather conditions and that do not preclude or materially affect occupancy (the "Certification"). The CO and the Certification shall be referred to collectively as the "Completion Evidence." The Owner agrees that its submission of the Completion Evidence is a certification as to compliance with the applicable State and Federal requirements stated in section 4 of this Addendum.

- a. If, after review of the Completion Evidence and any inspection of the Capital Repairs pursuant to section 8 of this Addendum, HUD determines that the Capital Repairs have been completed according to this Addendum, HUD shall accept the Capital Repairs.
- b. If HUD accepts the Capital Repairs, the Owner will be notified in writing of this decision. If there are punch list items that do not preclude or materially affect occupancy, and if all other requirements of this Addendum have been met, the Capital Repairs shall still be accepted.
 - i. If HUD has not notified the Owner in writing of any corrective actions that must be taken as a condition of acceptance of the Capital Repairs, pursuant to section 9.c.i of this Addendum, or

that the Capital Repairs cannot be accepted, pursuant to section 9.c.ii of this Addendum, within 45 business days of receipt of the Completion Evidence, the Capital Repairs shall be deemed to be accepted under this section for purposes of section 6 of this Addendum only. The foregoing in no way affects HUD's ability to make a determination that Contract Rents must be adjusted as a condition of acceptance of the Capital Repairs pursuant to section 9.c.ii. of this Addendum.

- c. If defects or deficiencies exist, other than punch list items, HUD will determine whether and, if so, the extent to which the defects or deficiencies are correctable and the corrective actions necessary to permit acceptance of the Capital Repairs. In addition, HUD will determine whether and, if so, the extent to which the Contract Rents should be reduced as a condition of acceptance.
 - i. If HUD determines that corrective actions are necessary to permit acceptance of the Capital Repairs, HUD will notify the Owner of such determination and the corrective actions necessary for acceptance of the Capital Repairs in writing. If the Owner fails to correct such defects or deficiencies, HUD shall not accept the Capital Repairs.
 - ii. If HUD determines that the Contract Rents must be adjusted as a condition of acceptance of the Capital Repairs, HUD shall require the Contract Administrator to reevaluate and revise the comparable market rents based on the actual work completed. If the Contract Rents as provided in Exhibit A2 exceed the reevaluated comparable market rents, the Contract Administrator will offset future section 8 housing assistance payments by the difference between the Exhibit A2 rents and the reevaluated

comparable market rents. In the case of a rent reduction, future Section 8 payments will be reduced to offset the difference between the rents provided in Exhibit A2 and the Contract Rents as reevaluated under this paragraph from the effective date of the Renewal Contract. HUD will provide written notification to the Owner of this determination, the reason for the determination, and the resulting rents.

- iii. If HUD determines that the Capital Repairs cannot be accepted, the owner will be notified of this decision in writing.

10. Projects Subject to an FHA-Insured or HUD-Held Loan. In the case of a project subject to an FHA-Insured or HUD-held loan, the provisions of the applicable mortgage insurance program in place at the time that the Capital Repairs commence shall also apply. In the event of a conflict between this Addendum and the applicable mortgage insurance program provisions, the mortgage insurance provisions shall govern.

11. Cost Certification for Owners Renewing under Option Two. In the case of a Renewal Contract issued under Option Two of the Section 8 Renewal Guide, the Owner will, upon completion of the Capital Repairs, submit to HUD a simplified form of cost certification establishing that the costs support the increase in Contract Rents as provided by Exhibit A2. This requirement shall apply regardless of whether the Project is HUD-insured. Except as provided below, the form to be used for the cost certification is Form HUD-92330 ("Mortgagor's Certificate of Actual Cost"). If a cost plus construction contract was used or if an identity of interest exists between the Owner and the general contractor, the form to be used is Form HUD-92330-A ("Contractor's Certificate of Actual Cost"). An accountant's opinion is not needed. If HUD accepts the Capital Repairs, HUD will determine in accordance with applicable requirements whether, and the extent to which, the certified costs support an increase in Contract Rents. If HUD determines that the certified costs do not support an increase in Contract Rents, the Owner must submit a

new budget reflecting the approved costs, as determined by HUD, and HUD shall direct the Contract Administrator to reduce the Contract Rents accordingly. In the case of a Contract Rent reduction under this section, the Contract Administrator will also reduce future section 8 housing assistance payments to offset the difference between the rents provided in Exhibit A2 and the Contract Rent amount determined by HUD pursuant to this section from the effective date of the Renewal Contract.

[The remainder of this page has been left blank intentionally.]

SIGNATURES

Contract Administrator

Name of Contract Administrator (Print)
Navigate Affordable Housing Partners

By: *[Signature]*
Signature of authorized representative

Eric Strong CEO

Name and official title (Print)

Date 6/2/17

U.S. Department of Housing and Urban Development

By: _____
Signature of authorized representative

Richard P. Daugherty Branch Chief

Name and official title (Print)

Witness: _____ Witness: _____

Date _____

Owner

BRANFORD MANOR PRESERVATION, L.P.,
a New York limited partnership

By: Branford Manor Preservation GP, LLC
a New York limited liability company,
its General Partner

By: *[Signature]*
Matthew Finkle
Vice President

Date: 6/1/17

SIGNATURES

Contract Administrator

Name of Contract Administrator (Print)

By: _____
Signature of authorized representative

Name and official title (Print)

Date

U.S. Department of Housing and Urban Development

By: _____
Signature of authorized representative


**RICHARD DAUGHERTY
BRANCH CHIEF**

Name and official title (Print)

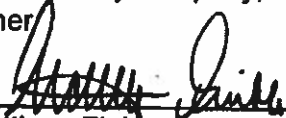
Witness: _____ Witness: _____

Date _____ 5-30-17

Owner

**BRANFORD MANOR PRESERVATION, L.P.,
a New York limited partnership**

By: Branford Manor Preservation GP, LLC
a New York limited liability company,
its General Partner

By: 

Matthew Finkle
Vice President

Date: 03/08/2017



TOWN OF GROTON Annual Income and Expense Report

Return to:
Town of Groton
Assessor's Office
45 Fort Hill Road
Groton CT 06340
Tel: (860) 441-6660
Fax: (860) 441-6678

BRANFORD MANOR PRESERVATION LP
60 COLUMBUS CIR
NEW YORK NY 10023 6717

Property Location: 400 SHENNECOSSETT RD
Parcel Id: 168816825733

SK

April 14, 2022

FILING INSTRUCTIONS - Under current law, the Assessor's Office is required to reassess all real property in this municipality for the October 1, 2022 Grand List. In order to assess your real property fairly and equitably, information regarding the income and expenses related to your property is essential. Connecticut General Statutes, Section 12-63c requires owners of rental property to annually file the enclosed forms. Any information related to the actual rental and rental-related income and operating expenses shall not be a public record, and is not subject to the disclosure provisions of Connecticut General Statute Section 1-210 (Freedom of Information Act).

Please complete the enclosed forms and return them to this office on or before June 1st. In accordance with Connecticut General Statute Section 12-63c(d), any owner of primarily rental real property who fails to file this form by June 1, 2022, or files an incomplete or false form with intent to defraud, shall be subject to a one-year penalty assessment equal to a ten percent (10%) increase in the assessed value of such property. Pursuant to CGS 12-63c upon determination that there is *good cause*, the assessor may grant an extension of not more than 30 days to submit such information, if the owner of such property files a request for an extension with the assessor not later than May 1st.

GENERAL INSTRUCTIONS - Each summary page should reflect information for a single property for the year of 2021. If you own more than one rental property, a separate report/form must be filed for each property in this jurisdiction. An income and expense report summary page and the appropriate income schedule must be completed for each rental property. Income Schedule A must be filed for apartment rental property and Schedule B must be filed for all other rental properties.

You must attach to the completed forms: 2021 Federal Income Tax Schedule E (FORM 1040); Supplemental Income and Expenses and/or Form 8825; Rental Real Estate Income and Expenses of a Partnership; an S Corporation or Limited Liability Company (LLC) with the Form K-1 attached. Only tax schedules related to the rental activity are required to be filed. If there is no lease, state that there is no lease.

Complete this form for all rented or leased commercial, retail, industrial or mixed-use property. Identify the property and address. Provide Annual information for the Calendar Year 2021. **TYPE/USE OF LEASE SPACE:** Indicate what the leased space is being utilized for (i.e.: office, retail, warehouse, restaurant etc). **ESC/CAM/OVERAGE:** Circle if applicable. **ESCALATION:** Amount, in dollars, of adjustment to base rent either pre-set or tied to the Inflation Index. **CAM:** Income received from common area charges to tenant for common area maintenance, or other income received from the common area property. **OVERAGE:** Additional fee or rental income. This is usually based on a percent of sales or income. **PROPERTY EXPENSES & UTILITIES PAID BY TENANT:** Indicate the property expenses & utilities the tenant is responsible for. Abbreviations may be used (i.e.: "RE" for real estate taxes & "E" for electricity).

WHO SHOULD FILE - All individuals and businesses receiving this form should complete and return this form to the Assessor's Office. If you believe that you are not required to fill out this form, please call the number listed above to discuss your special situation. All properties which are rented or leased, including commercial, retail, industrial and residential properties, except "*such property used for residential purposes, containing not more than six dwelling units and in which the owner resides*" must complete this form. If a property is partially owner-occupied, this report must still be filed.

IF YOUR PROPERTY IS 100% OWNER OCCUPIED, OR 100% LEASED TO A RELATED CORPORATION, BUSINESS FAMILY MEMBER OR OTHER RELATED ENTITY, PLEASE INDICATE BY CHECKING THE FOLLOWING BOX:

ALL PROPERTY OWNERS MUST SIGN & RETURN THIS FORM TO THE GROTON ASSESSOR'S OFFICE ON OR BEFORE JUNE 1, 2022 OR BE SUBJECT TO THE TEN PERCENT (10%) PENALTY.