



Chairman
Charles Duzy

TOWN OF LEDYARD CONNECTICUT

Housing Authority

~ AGENDA ~

60 Kings Highway
Kings Corner Manor
Gales Ferry, Connecticut 06335

Monday, February 5, 2024

7:00 PM

Kings Corner Manor

I. CALL TO ORDER

II. ROLL CALL

III. OPENING AND CLOSING THE FLOOR TO TENANTS, RESIDENTS & PROPERTY OWNERS COMMENTS

(Comments limited to (3) minutes) Total Time Allotted Thirty (30) Minutes

V. BOARD MEMBER COMMENTS

VI. REPORTS

1. MOTION to accept the Payments of Bills and Financial Report of December 2023 and January 2024
2. Reports of the Executive Director
3. Reports of the Chairman

Attachments: [Housing Authority Letter 1 24 2024](#)
[Housing Authority Warranty Deed pages 224 225 226 227](#)
[Housing Authority Original Contract 12 28 83](#)
[Housing Authority Cooperation Agreement 10 1983](#)
[regulatory agreement LHA 10 2022](#)
[assistance agreement LHA 10 2022](#)

4. Tenant Representative Comments

VII. APPROVAL OF MINUTES

1. MOTION to approve the Housing Authority Special Meeting Minutes of November 20, 2023 and the Housing Authority Special Meeting Minutes of December 28, 2023

Attachments: [Housing Authority Special Meeting Minutes 11.20.2023](#)
[Housing Authority Special Meeting Minutes 12.28.2023](#)

VIII. OLD BUSINESS

1. Suggestion Box

2. Renovation Updates
3. Discussion and possible action regarding the Smoking Policy

Attachments: [Smoke-Free Housing Policy Lease Addendum Addendum B](#)
[#2023 Updated LHA Kings Corner Manor Rules Regulations BKE 7-6-21 approved final draft](#)
[#2023 Updated LHA Lease Template 2021 BKE 7-6-21 approved final draft](#)

4. Discussion and possible action on the Housing Authority monthly meeting location. Vote for the monthly meeting location - ballots are available in the office, 1 per tenant. Voting closes on 2/20/2024 and votes will be opened/counted at the 3/4/2024 meeting.

Monthly Meeting Survey - Please choose 1

_____ VOICE record the meetings at Kings Corner Manor with loaned equipment from the Town when available (No cost)

_____ Zoom Link (voice record/video) can join from computer/phone at home (Owl equipment \$1899.05+ and Laptop \$300+ required equipment)

_____ Move the meetings to the Town Hall Annex

Attachments: [CDWG Quote# 1CCZ36L-HOUSING AUTHORITY MEETING OWL POLICY-\(1\) Remote Meeting-\(2\) Electronic Communication-LTC -Memo-2022-03-24](#)

5. Any Old Business Proper to come before the Board

XI. NEW BUSINESS

1. Any New Business Proper to come before the Board

X. ADJOURNMENT

DISCLAIMER: Although we try to be timely and accurate these are not official records of the Town.



TOWN OF LEDYARD

741 Colonel Ledyard
Highway
Ledyard, CT 06339-1511

File #: 24-0111

Agenda Date: 2/5/2024

Agenda #: 1.

REPORT

Staff/Committee Report:

MOTION to accept the Payments of Bills and Financial Report of December 2023 and January 2024



TOWN OF LEDYARD

741 Colonel Ledyard
Highway
Ledyard, CT 06339-1511

File #: 24-0112

Agenda Date: 2/5/2024

Agenda #: 2.

REPORT

Staff/Committee Report:

Reports of the Executive Director



TOWN OF LEDYARD

741 Colonel Ledyard
Highway
Ledyard, CT 06339-1511

File #: 24-0113	Agenda Date: 2/5/2024	Agenda #: 3.
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REPORT

Staff/Committee Report:
Reports of the Chairman

1/24/2024

The Ledyard Housing Authority owns and operates the property at Kings Corner Manor, the town of Ledyard's Elderly & Disabled Affordable Housing. Chartered under state law, the Ledyard Housing Authority is an autonomous, public organization overseen by a 5-member Board of Commissioners. The Ledyard Housing Authority is a quasi-independent agency, not a municipal government agency. It does not receive subsidized funding for housing operations, nor is it owned or operated by the State of Connecticut.

As in the case of all housing authorities, the Ledyard Housing Authority is directed by the Board of Commissioners, which are appointed by the Ledyard Town Council. Property management and daily operations of Kings Corner Manor is the responsibility of the Executive Director, Colleen Lauer, at the direction and discretion of Ledyard Housing Authority. It is at this direction by the Ledyard Housing Authority, that the executive director is enforcing the non-smoking policy which went into effect August 1, 2023. The residents of Kings Corner Manor were notified of the non-smoking policy on March 17, 2023. At this time, there will be no addendum to the lease regarding the non-smoking policy.

Charles Duzy, Chairman Ledyard Housing Authority

LAWRENCE H. ROBINSON and GERALD J. TERHEYDEN, JR., both
of the City of New York, County of New York and State of New York,
for consideration paid, grant to

THE TOWN OF LEDYARD, a municipal corporation located in the County
of New London and State of Connecticut,

with WARRANTY COVENANTS

(Description and encumbrances, if any and any additional provisions)

A certain tract or parcel of land, situated on the SOUTH-
WESTERLY SIDE OF CHRISTY HILL ROAD and the SOUTHERLY SIDE OF KINGS
HIGHWAY, in the Town of Ledyard, County of New London, State of
Connecticut and shown on a plan entitled, "PLAN SHOWING PROPERTY OF
LAWRENCE H. ROBINSON, GERALD J. TERHEYDEN JR., CHRISTY HILL ROAD,
KINGS HIGHWAY, LEDYARD, CONNECTICUT, SCALE 1" = 60', DECEMBER, 1982,
GEORGE H. DIETER, L.S.," which plan is to be filed in the Ledyard
Town Clerk's Office, and said tract or parcel is bounded and descri-
bed as follows:

Beginning at a point in the Southerly line of Kings Highway,
said point being at a stone wall intersection of the Northwest cor-
ner of the herein described parcel and the Northeast corner of land
now or formerly of Norman K. and Rita M. Churchill as shown on said
plan, and thence running N 73° 44' 50" E along a stone wall marking
the Southerly line of Kings Highway 346.25 feet to a point in said
stone wall; thence running N 84° 21' 10" E along said stone wall
195.04 feet to a point; thence running N 70° 42' 20" E along said
wall 12.22 feet to a point; thence running N 75° 07' 20" E along
said wall 28.85 feet to a point at the end of said wall; thence run-
ning N 68° 49' 10" E in a straight line 24.69 feet; thence running N
73° 46' 30" E along stone wall 70.14 feet to a point in said wall;
thence running S 62° 35' 50" E along said wall 41.21 feet to a point
in said wall; thence running S 48° 32' 40" E along said wall 9.83
feet to a point in said wall; thence running S 37° 31' 40" E along
said wall 96.62 feet to the end of said wall; thence running S 40°
03' 50" E along the Southwesterly line of Christy Hill Road 161.17
feet; thence running S 39° 34' 10" E along said Southwesterly line
of Christy Hill Road and along stone wall 40.64 feet to a point;
thence running S 33° 26' 56" E along said road line and said stone
wall 83.73 feet to a drill hole marking the Northeast corner of the
herein described parcel and the Northwest corner of land now or
formerly of Joseph, Jr. and Elenor M. Gernhard; thence running S 27°
01' 10" W along said Gernhard land in a straight line 136.23 feet;
thence running S 25° 22' 40" W along a stone wall and said Gernhard
land 224.28 feet to a point in said wall marking the intersection of
said Gernhard land with land now or formerly of James W. and Holly
D. Riden; thence running S 17° 54' 40" W along said wall and said
Riden land 100.84 feet to a point; thence running S 22° 13' 00" W
along said wall and in part along said Riden land and in part along
land now or formerly of Geraldine, Anthony J. and William A. Gonch
323.15 feet to the end of said wall; thence running S 21° 48' 20" W
along said Gonch land 195.17 feet; thence running S 21° 01' 00" W
along a stone wall and in part along said Gonch land and in part
along land now or formerly of the estate of Miriam Niederman 708.01
feet to a stone wall corner; thence running S 87° 31' 10" W along
stone wall and said Niederman land 90.45 feet to a point in said
wall; thence running S 73° 53' 40" W along said wall and in part
along said Niederman land and in part along land now or formerly of
William M. and Margaret A. Kernozek 100.00 feet to a point in said
wall; thence running S 86° 11' 00" W along said wall and along
Kernozek land 30.60 feet to the intersection of a boundary line of
property now or formerly of Alexandra Myers; thence running N 6° 01'
40" W in a line in part along said Myers land and in part along land
now or formerly of William J. and Evelyn Prysner 386.00 feet; thence
running N 4° 39' 40" E in a line in part along said Prysner land and
in part along land now or formerly of Charles J. and Frances Norvel-
lis and in part along land now or formerly of Ware P. and Elaine M.
Affeldt 538.66 feet to a point in a stone wall marking the Northeast
corner of said Affeldt land; thence running N 85° 34' 00" W along
said wall 177.00 feet to a wall corner marking the Southeast corner

of land now or formerly of Norman K. and Rita M. Churchill; thence running N 1° 45' 30" E along said wall 357.99 feet to a point; thence running N 44° 24' 10" W along said wall 12.22 feet to a point; thence running N 21° 28' 40" E along said wall 218.96 feet to a point; thence running S 85° 32' 30" E along said wall 3.73 feet to a point; thence running N 1° 25' 50" E along said wall 261.15 feet to the point and place of beginning, the last five (5) courses being bounded by property of said Churchill.

Said premises contain 26.39 acres.

Being the same premises described as SECOND TRACT in a Quit Claim Deed from Lawrence H. Robinson to Lawrence H. Robinson and Gerald J. Terheyden Jr. dated July 12, 1979 and recorded in Volume 116, page 119 of the Ledyard Land Records.

Said premises are conveyed subject to any rights contained in judgments in the cases of Agathe B. Robinson, et al vs. Charles Joseph Norvellis, et als, and Agathe B. Robinson, et al vs. William J. Prysner, et als, recorded in the Ledyard Land Records in Volume 75, page 391 and Volume 75, page 399, respectively.

No Conveyance Tax Collected

Patricia Karna
Town Clerk of Ledyard

STATE

No Conveyance Tax Collected

Patricia Karna
Town Clerk of Ledyard

Signed this 8th day of August, 1983

Witnessed by:

Linda Terheyden

LINDA TERHEYDEN

Lawrence H. Robinson
Lawrence H. Robinson
Gerald J. Terheyden, Jr.
Gerald J. Terheyden, Jr.

State of ~~Connecticut~~ NEW YORK
County of *New York*

August 8, 1983

Personally Appeared

LAWRENCE H. ROBINSON and GERALD J. TERHEYDEN, JR.

Signers and Sealers of the foregoing Instrument, and acknowledged the same to be their free act and deed before me.

Latest mailing address of Grantee:

No. and Street _____

City Ledyard _____

State CT Zip 06339

Milton Siegel
Notary Public

Notary Public, State of New York

Qualified in New York County

Commission Expires March 30, 1984

RECEIVED FOR RECORD AT LEDYARD, CT.
ON 8-12-83 AT 10:50 A.M.
ATTEST: PATRICIA KARNA, TOWN CLERK



WARRANTY DEED - STATUTORY FORM

The Town of Ledyard, a municipal corporation located in the County of New London, State of Connecticut, acting herein by J. Alfred Clark, Jr., its Mayor, hereunto duly authorized

of

for consideration paid, grant to Ledyard Housing Authority

of

with WARRANTY COVENANTS

(Description and encumbrances, if any and any additional provisions)

A certain tract or parcel of land, situated on the SOUTHWESTERLY SIDE OF CHRISTY HILL ROAD and the SOUTHERLY SIDE OF KINGS HIGHWAY, in the Town of Ledyard, County of New London, State of Connecticut and shown as parcel no. 1 on a plan entitled, "PLAN SHOWING PROPERTY OF LAWRENCE H. ROBINSON, GERALD J. TERHEYDEN JR., CHRISTY HILL ROAD, KINGS HIGHWAY, LEDYARD, CONNECTICUT, SCALE 1"=60', DECEMBER, 1982, GEORGE H. DIETER, L.S., REV. 6-6-83, W. CHIAPPERINI, L.S." which plan is to be filed in the Ledyard Town Clerk's Office, and said tract or parcel is bounded and described as follows:

Beginning at a point in the Southerly line of Kings Highway, said point being at a stone wall intersection of the Northwest corner of the herein described parcel and the Northeast corner of land now or formerly of Norman K. and Rita M. Churchill as shown on said plan, and thence running N 73° 44' 50" E along a stone wall marking the Southerly line of Kings Highway 346.25 feet to a point in said stone wall; thence running N 84° 21' 10" E along said stone wall 195.04 feet to a point; thence running N 70° 42' 20" E along said wall 12.22 feet to a point; thence running N 75° 07' 20" E along said wall 28.85 feet to a point at the end of said wall; thence running N 68° 49' 10" E in a straight line 24.69 feet; thence running N 73° 46' 30" E along stone wall 70.14 feet to a point in said wall; thence running S 62° 35' 50" E along said wall 41.21 feet to a point in said wall; thence running S 48° 32' 40" E along said wall 9.83 feet to a point in said wall; thence running S 37° 31' 40" E along said wall 96.62 feet to the end of said wall; thence running S 40° 03' 50" along the Southwesterly line of Christy Hill Road 161.17 feet; thence running S 39° 34' 10" E along said Southwesterly line of Christy Hill Road and along stone wall 40.64 feet to a point; thence running S 33° 26' 56" E along said road line and said stone wall 26.50 feet to a point which is the Northeast corner of the herein described parcel; thence running S 27° 01' 10" W along property now or formerly of the Town of Ledyard in a straight line 168.98 feet; thence running S 25° 22' 40" W along said Town of Ledyard Land 224.28 feet to a point; thence running S 17° 54' 40" W along said Town of Ledyard Land 100.84 feet to a point; thence running S 22° 13' 00" W along said Town of Ledyard land 338.19 feet to a point; thence turning and running N 84° 53' 53" W for a distance of 490.89 feet to the northeasterly corner of land now or formerly of Ware P. and Elaine M. Affeldt, bounded southerly by land of the Town of Ledyard; thence N 85° 34' 00" W along a stone wall 177.00 feet to a wall corner marking the Southeast corner of land now or formerly of Norman K. and Rita M. Churchill; thence running N 1° 45' 30" E along said wall 357.99 feet to a point; thence running N 44° 24' 10" W along said wall 12.22 feet to a point; thence running N 21° 28' 40" E along said wall 218.96 feet to a point; thence running S 85° 32' 30" E along said wall 3.73 feet to a point; thence running N 1° 25' 50" E along said wall 261.15 feet to the point and place of beginning, the last five (5) courses being bounded by property of said Churchill.

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No Conveyance Tax Collected

Town Clerk of Ledyard

STATE

No Conveyance Tax Collected

Town Clerk of Ledyard

-continued from page 1-

Said premises contain 17.37 acres.

Being a portion of the premises described as SECOND TRACT in a Quit Claim Deed from Lawrence H. Robinson to Lawrence H. Robinson and Gerald J. Terheyden Jr. dated July 12, 1979 and recorded in Volume 116, page 119 of the Ledyard Land Records, and further being a portion of the property conveyed by Lawrence H. Robinson and Gerald J. Terheyden, Jr. to the Town of Ledyard by deed recorded immediately prior hereto.

Signed this 12th day of August

Witnessed by:

C Cheryl V Helms
Cheryl V Helms
Harold Mark Rubin
Harold Mark Rubin

The Town of Ledyard

By J. Alfred Clark, Jr. L.S.
J. Alfred Clark, Jr.
its Mayor

State of Connecticut.
County of New London

ss: Ledyard August 12, 1983

Personally Appeared J. Alfred Clark, Jr., Mayor of The Town of Ledyard, and as such

Signer and Sealer of the foregoing Instrument, and acknowledged the same to be his free act and deed in the capacity and for the purposes above set forth, before me.

Latest mailing address of Granter:

No. and Street P.O. Box 38

City Ledyard

State CT Zip 06339

C Cheryl V Helms
Cheryl V Helms
Commissioner of the Superior Court
Title of Officer

RECEIVED FOR RECORD AT LEDYARD, CT.
ON 8-12-83 AT 10:51 A.M.
ATTEST: PATRICIA KARNIS, TOWN CLERK

12/28/83

ASSISTANCE AGREEMENT
BETWEEN
THE STATE OF CONNECTICUT
AND
THE HOUSING AUTHORITY OF THE TOWN OF Ledyard

THIS AGREEMENT, made and entered into by the State of Connecticut, acting by the Commissioner of Housing, herein called the Commissioner, pursuant to Section 8-114a of the Connecticut General Statutes, as amended, and the Housing Authority of the Town of Ledyard, a municipal housing authority duly organized and existing pursuant to Section 8-40, Connecticut General Statutes, as amended, herein called the Authority.

WITNESSETH THAT,

WHEREAS, The Authority is undertaking the development of an elderly housing project in the Town of Ledyard, herein called the Municipality, consisting of approximately 30 dwelling units and necessary facilities, to be known as Project 072-H-E-169, herein called the Project; and

WHEREAS, The Municipality and the Authority have executed a Cooperation Agreement attached hereto as Appendix I wherein the Municipality agrees to advance funds to the Authority, without interest, to be used during the development of the project prior to the acceptance of a construction bid; and

WHEREAS, The Authority has filed with the Commissioner an Application for state financial assistance in the form of a Project Capital Grant to enable it to pay the development cost of the Project; and

WHEREAS, The estimated development cost of the Project, as set forth in the Application is \$ 960,000.00 ,

WHEREAS, The State Bond Commission has approved an allocation for the Project in the amount of \$ 960,000.00; and

WHEREAS, The Commissioner has approved the site for the Project and the Financing Plan and Development Budget, attached hereto as Appendix II,

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein provided and for the purpose of carrying out the provisions of the laws of the State of Connecticut pertaining to Elderly Housing, the parties hereto do mutually agree as follows:

1. The Commissioner will make a Project Capital Grant to the Authority in an amount not to exceed \$ 960,000.00 for the development of the Project, as herein-after provided.

2. It is specifically understood by the Authority that the allocation of \$ 960,000.00 approved by the State Bond Commission on October 22, 1982, represents the total State financial commitment to the development of the Project.

3. The Authority shall not make any borrowings to meet the development cost of the Project without the approval of the Commissioner, except for an interest free advance from the Municipality.

4. Upon 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. The State shall then pay the Authority any balance then due it on the project Capital Grant and the Authority shall then repay to the State Treasurer any excess of the advances received by it over the amount of the Project Capital Grant.

12-29-83
CC: BUDGET Director
MNA Plan MTD/KC

5. From and after the date of completion of such construction of the Project as shall permit initial occupancy, 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.

DEVELOPMENT

6. The Authority will, with the approval of the Commissioner, retain an architect and prepare Preliminary Plans and Specifications for the Project. Upon approval thereof by the Commissioner, the Authority will prepare Basic Plans and Specifications based on the approved Preliminary Plans and Specifications. Upon approval thereof by the Commissioner, the Authority will prepare Final Plans and Specifications based on the approved Basic Plans and Specifications. Upon approval thereof by the Commissioner, the Authority 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.

7. The parties hereto have estimated that the Project will be completed not later than October 31, 1984, and the Authority agrees to use its best efforts to have the Project ready for occupancy on or before that date.

8a. It is specifically agreed that the planning and construction of the Project will be carried out in an expeditious manner in order to meet the estimated completion date specified in paragraph 7 of this Agreement. The following timetable will be adhered to as a condition of this Agreement:

- (1) Within six (6) months of the award of the Project Capital Grant the Authority will acquire a site, properly zoned, and retain an architect.
- (2) Within twelve (12) months of the award of the Project Capital Grant, the Authority will complete the planning and design of the project, with the approval of the Commissioner, and approve a construction bid.
- (3) Within twenty-four (24) months of the award of the Project Capital Grant, the project will be completed and occupied.

b. The Commissioner may grant written extensions to the timetable, upon written request of the Authority, when it is deemed in the best interest of the State. Such written extension will be attached to and be made a part of this Agreement.

c. Failure to adhere to the timetable or any extension thereof shall be considered a material breach of this agreement.

9a. 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 as set forth in the Development Budget and such additional development cost items chargeable to the allowance for contingencies therein, as shall be approved by the Commissioner.

b. Requisitions for advances shall be submitted to the Commissioner in a form prescribed by the Commissioner setting forth, in reasonable detail, the purposes for which such advance shall be used, together with such other information and documents required by the Commissioner.

10. The Authority will insure that the construction of the project shall be performed free of any discriminatory practices and will insure that:

a. Membership, referrals for employment and apprenticeships in unions and employment by all contractors performing such construction or rehabilitation shall be available to all persons regardless of such person's race, color, religion or national origin;

b. All such unions effectuate a community relations program designed to promote the full participation of all minority groups in apprenticeship, union membership and job referrals;

c. Objective uniform standards, reasonably relating to the job requirements of the trade, shall be used in passing upon the qualifications of applications for participation in apprenticeship programs, for enrollment as members in the union and work referrals;

d. No standard or procedure shall be applied to any minority applicant for union membership that is more stringent than any standard or procedure used regarding any other applicant;

e. Each applicant or prospective applicant for union membership shall be informed in writing of the procedures followed and standards to be applied in acceptance of applications for union membership, apprenticeship training and work referral.

11. In the event that discriminatory practices are found and said practices are not corrected within ten (10) days of notice by the Commissioner of said practices to the Authority, the Commissioner may, at his discretion, consider this Agreement breached and may refuse to extend any financial assistance pursuant to this Agreement unless said practices are, in his determination, corrected.

12. This Agreement is subject to the provisions of Executive Order Number Seventeen of Governor Thomas J. Maskill promulgated February 15, 1973, and, as such, this Agreement may be cancelled, terminated or suspended by the Commissioner of the Department of Housing or the State Labor Commissioner for violation of or noncompliance with said Executive Order Number Seventeen, notwithstanding that the Labor Commissioner may not be a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that Executive Order Number Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the Commissioner of the Department of Housing and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to performance of the Agreement in regard to listing all employment openings with the Connecticut State Employment Service.

OPERATION AND MANAGEMENT

13. a. The Commissioner has approved a Management Plan for the Project, incorporated herein as Appendix III, which sets forth the rent schedule for the Project and will provide an income, including contributions expected from any source, adequate for debt service, 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.

b. 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.

c. The Authority 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, for all expenses of administering and operating the Project, including the state service charge, and for the establishment of reasonable reserves for repairs, maintenance and replacement and for vacancy and collection losses. All revisions of the Management Plan must be approved by the Commissioner.

14. 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 term 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 debt service, 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 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 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;

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.

15. 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.

16. 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.

17. 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 10 % of the shelter rent per annum paid by tenants for each occupied dwelling unit in the Project.

18. The Authority will admit to and permit to continue to occupy the Project with only tenants who meet 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.

19. The Authority will not operate the Project as a source of profit to either itself or the Municipality.

20. 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, or otherwise dispose of excess land structures or equipment except as shall be approved by the Commissioner. However, the Authority may lease dwellings or other facilities in the Project in accordance with the provisions of this Agreement.

21. The Authority will not sell or dispose of the Project or any part thereof unless and until the Commissioner has determined that the acute shortage of dwelling accommodations for low and moderate income families in the municipality shall have terminated or the Commissioner and the Authority have determined that a sale of 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, bonds or mortgages 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.

22. 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, Project Expenditures Account, Project Number 072-H-E-169 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 payments in lieu of taxes described in paragraph 17;

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 or 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 directed and approved by the Commissioner.

SAFEGUARDING FUNDS

23. 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, Project Expenditures Account or Development, Project Investment Account: Project Number 072-H-E-169 and will use the funds in said account solely for the payment of development cost items listed in the approved Financing Plan and Development Budget and such additional develop cost items chargeable to the allowance for contingencies as shall be approved by the Commissioner.

24. Subject to orders and regulations issued from time to time by the Commissioner, the Authority may withdraw funds in the Administration, Project Expenditures Account credited to the reserves referred to in paragraph 22 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, Project Investment Account, Project Number 072-H-E-169, 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 in the Administration, Project Expenditures Account.

25. 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, except for an advance from the municipality, and shall not convert the Project or any part thereof without such approval.

26. Immediately upon the establishment by the Authority of a Development, Project Expenditures Account or a Development, Project Investment Account, the Authority will execute an agreement with the Commissioner and with the bank(s) in which such account(s) has been established on a form to be prescribed by the Commissioner, such agreement will grant to the Commissioner the right to order such bank(s) not to honor checks, drafts or other orders drawn on such account(s) until further notice from the Commissioner; and the right to withdraw funds from such account(s) to be used by the Commissioner to pay any proper charge of the Project or to return such funds to the State. The Commissioner shall exercise any or all of said rights if the Commissioner determines that the Authority has failed to comply with any provision of this agreement, or any modification hereof; if the Commissioner determines that the Authority has misrepresented any fact in any certificate, report, statement, requisition or other document submitted by it to the Commissioner in connection with the Project; if the Commissioner finds that deficiencies in the Authority's management have endangered any part of the funds disbursed under the grant-in-aid; or for other reasons as described in paragraph 31 of this agreement.

27. The Authority shall, at its own expense, provide for an audit acceptable to the Commissioner, in accordance with the provisions of Section 7-396a of the Connecticut General Statutes. An audit conducted by the Department of Housing is acceptable.

NON DISCRIMINATION

28. The Authority agrees and warrants that in the performance of this agreement it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, mental retardation, or physical disability including, but not limited to blindness, unless it is shown that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or the State of Connecticut, and further agrees to provide the Commission of Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the Authority as relate to the provisions of Section 4-114a, of the Connecticut General Statutes as amended.

29. This agreement is subject to the provisions of Executive Order Number Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this agreement may be cancelled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order Number Three, or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this agreement. The parties to this agreement, as part of the consideration hereof, agree that said Executive Order Number 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.

MISCELLANEOUS PROVISIONS

30. The Authority warrants that it has complied, and shall continue to comply with all pertinent provisions of local state and federal laws in connection with this agreement. Any noncompliance with said laws shall be deemed a breach of this Agreement.

31. 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 (30) 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 of 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 advances thereon;

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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 (60) 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 maintain any and all actions at law or suits 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

f. The right of conveyance of the Project. In the event the State shall be entitled to a conveyance of the Project, the Authority will convey the same to the State by good and sufficient deed of conveyance upon written demand by the Commissioner. Following such conveyance the State may complete, operate, manage, lease, convey and otherwise deal with the Project 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.

g. Each and every further right and remedy available to the State either at law or in equity.

h. Notwithstanding any other provisions of this agreement, the Commissioner may, in his discretion, elect to terminate this agreement, cause the State to withhold payment of requisitioned funds, require that all unexpended funds be returned to the State, or pay any proper charge of the project, if: he finds any misrepresentation in the Authority's application, supplement thereto or amendment thereof, in this agreement, modification hereof or in or with respect to any document furnished pursuant hereto; or in the Commissioner's opinion the Authority has not taken all proper steps necessary to the disposition of any pending litigation which could adversely affect the Project; or if the Authority has failed to comply with any provision of this Agreement; or the Authority has abandoned or terminated the Project.

32. Nothing contained in this Agreement shall create or justify any claim against the State, its agencies or officers, by any third party to a Contract entered into by the Authority pursuant to this Agreement.

33. The Authority agrees to protect and defend the State, its agencies, officers and employees and to hold the aforesaid harmless, from any claim, demand suit, action or other proceeding by any person or persons, their heirs, successors or assigns arising from this Agreement.

34. The Authority shall require the appropriate observance of the terms of this Agreement.

35. Special conditions:

It is specifically understood and agreed that any Municipal grant that may be made to the Authority for the development of the Project will be specified in the Project Financing Plan and Development Budget, or revisions thereof and will, together with the state grant, comprise the total development cost of the Project.

36. This Agreement shall be executed in two (2) counterparts, each of which shall be deemed an original.

37. a. This Agreement may be revised, modified or amended by mutual consent of the Commissioner and the Authority.

b. It is specifically understood and agreed that the Management Plan and Financing Plan and Budget may be revised or amended without modification of this Agreement, provided that the Project Capital Grant is not changed.

38. This Agreement will not become effective unless and until approved by the Attorney General and the Secretary of Policy and Management. The Agreement shall not bind the State until a fully executed copy has been delivered to the Authority.

39. Summary of Appendices:

- a. Appendix I: Cooperation Agreement
- b. Appendix II: Financing Plan and Development Budget
- c. Appendix III: Management Plan

IN WITNESS WHEREOF, the Authority has caused this Agreement to be duly executed in its behalf and its seal hereunto affixed this 21st day of October, 1983, and thereafter the State of Connecticut has caused these presents to be signed and sealed by the Commissioner of Housing, duly authorized, this 15th day of December, 1983.

HOUSING AUTHORITY OF THE TOWN OF Ledyard

(SEAL)

Walter K. Davis
WITNESS

By Robert A. [Signature]
Its Chairman, (L.S.)

(SEAL)

Robert J. Fazio
WITNESS
Robert J. Fazio

STATE OF CONNECTICUT
DEPARTMENT OF HOUSING

David W. Deakin
DAVID W. DEAKIN, Commissioner
DEPUTY COMMISSIONER

APPROVED:

DEC 23 1983

19

Anthony V. Melino
Secretary of Policy and Management

APPROVED AS TO FORM:

DEC 28 1983

19

Michael F. Genon
DEPUTY Attorney General

APPENDIX I

COOPERATION AGREEMENT
BETWEEN
HOUSING AUTHORITY OF THE Town OF Ledyard
AND
THE Town OF Ledyard

This Agreement, entered into this 21st day of October, 1983, by and between the Housing Authority of the Town of Ledyard, a municipal housing authority duly organized and existing pursuant to the Laws of the State of Connecticut, herein called the Authority, and the Town of Ledyard, herein called the Municipality.

WITNESSETH THAT:

WHEREAS, The Authority and the Municipality duly declare there is an acute shortage in said Municipality of decent, safe and sanitary dwelling accommodations for elderly persons at rents which they can afford to pay; and

WHEREAS, The Authority certifies that it has received from the State of Connecticut an allocation for the development of a project of rental homes for elderly citizens, known as Project 072-H-E-169, herein called the Project, and that it proposes to enter into a contract with the State of Connecticut, for financial assistance for the development of the Project pursuant to the provisions of Part VI of Chapter 128 of the Connecticut General Statutes, as amended;

NOW, THEREFORE, 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 the development of rental homes for elderly citizens of the State, the parties do mutually agree as follows:

1. The Municipality will advance to the Authority funds without interest, in the amount of \$120,500.00 for the acquisition of the site, architect's fees, legal expenses administrative services, and other required costs incurred by the Authority prior to the award of the project construction bid and the acceptance thereof by the Commissioner of Housing. It is further agreed that funds advanced by the Municipality will be reimbursed from funds advanced by the State of Connecticut, provided that no reimbursement will be allowed that brings the State's total participation above the amount of the allocation approved by the State Bond Commission.
2. The Authority shall make payments in lieu of taxes to the Municipality in accordance with the provisions of Section 8-118a of the Connecticut General Statutes, as amended, in an amount equal to 10 % of the net shelter rent per annum.
3. The Municipality agrees to furnish municipal services and facilities for the project of the same character as those furnished other dwellings and citizens of the Municipality.
4. The Authority agrees to dedicate, and the Municipality agrees to accept for municipal purposes, land which may be owned or acquired by the Authority, and which the Authority determines to use for public streets within the boundaries of the Project, or for access to the Project.

- Authority agrees to install all streets, roads, curbs, walks, driveway, drives and parking areas, including all necessary cuts and fills, underdrains, preparation of subgrade, base courses, grading and seeding of slopes, and other areas, except that the Municipality agrees to pave the streets taken with the provisions of paragraph 4 above.
6. The Municipality agrees to waive such building and inspection fees as might be payable by the Authority and to cooperate with the Authority by such other lawful action or ways as the Municipality and the Authority may find necessary in connection with the development and administration of such Project.
7. The Municipality and the Authority agree that this Agreement shall not be abrogated so long as there is outstanding any indebtedness or any balance of indebtedness on account of such Project to which this Agreement relates, which remains unpaid, and so long as the title to such Project is held by the Authority or some other public body or governmental agency, including the State of Connecticut, authorized by law to engage in the development and administration of rental homes for the elderly.
8. The Municipality agrees to cooperate with the Authority in all matters pertaining to the development of the Project as authorized and provided for in Section 8-59 and 8-60 of the Connecticut General Statutes, as amended.
9. This agreement will not become effective unless and until approved by the Commissioner of Housing.
10. The Municipality agrees to assume responsibility for an Environmental Impact Statement, should one be required for the project site.

(SEAL)

Deborah H. Vassallo
WITNESS

Town of Ledyard
By J. Alfred Clark Jr. (LS) Mayor
HOUSING AUTHORITY OF THE Town
OF Ledyard

AL)

Kate Davis

By Lillian Orshod Chairman (LS)

OVED:

STATE OF CONNECTICUT
DEPARTMENT OF HOUSING

12-15-83

David W. Dorian
for Joseph E. Canale, Commissioner

After Recording Return to:

Connecticut Housing Finance Authority

Attn: Legal/sh

999 West Street

Rocky Hill, CT 06067

COVENANT OF COMPLIANCE AND REGULATORY AGREEMENT

This Covenant of Compliance And Regulatory Agreement (this "Agreement") made and entered into as of the 6th day of October, 2022, by and between **LEDYARD HOUSING AUTHORITY**, a housing authority organized and existing under the laws of the State of Connecticut, with an office and principal place of business at 60 Kings Highway, Ledyard, Connecticut 06335 (the "Declarant") and the **CONNECTICUT HOUSING FINANCE AUTHORITY**, a body politic and corporate constituting a public instrumentality and political subdivision of the State of Connecticut, having its office and principal place of business at 999 West Street, Rocky Hill, Connecticut 06067 (the "Authority"),

W I T N E S S E T H:

WHEREAS, the Declarant is owner in fee simple of the property described in **Exhibit A** attached hereto and made a part hereof (the "Property");

WHEREAS, the Property is known as Kings Corner Manor, located at 31-60 Kings Highway, Ledyard, Connecticut 06335 and is identified as Authority Development No. 20-503;

WHEREAS, the Property is currently regulated as to its use, occupancy and resident income requirements under the Affordable housing program (the "Affordable Housing Program") described in the Connecticut General Statutes ("C.G.S.") and, as such, is subject to (i) all applicable requirements of Chapter 128 of the C.G.S., and applicable regulations of the State, (hereafter defined), and (ii) all requirements set forth in the State Assistance Agreement (hereafter defined);

WHEREAS, the Authority has entered into a Memorandum of Agreement with the State of Connecticut Department of Economic and Community Development ("DECD") dated April 26, 2013, as amended by: (1) an Amendment to Memorandum of Agreement with the State of Connecticut Department of Housing ("DOH"), as successor in interest to DECD with an Effective Date of September 4, 2013, and (2) a Second Amendment to Memorandum of Agreement between DOH and CHFA with an Effective Date of April 11, 2014 (as it may be further amended from time to time, the "MOA") which provides for the Authority to receive funding from the State;

WHEREAS, in accordance with the MOA, such funding is to be provided by the State to the Authority is to be used for the revitalization/rehabilitation of low and moderate income housing units (including, without limitation, those under the Affordable Housing Program) in the Housing Loan Portfolio (as referenced in the MOA) transferred by DECD to the Authority in 2003 pursuant to a Transfer Agreement (as referenced in the MOA), in accordance with C.G.S. Section 8-37uu ;

WHEREAS, subject to (i) the Declarant's compliance with the Program Requirements (hereafter defined), and (ii) the receipt of sufficient funding by the Authority from the State, the Authority has agreed to provide financial assistance to the Declarant in the form of a grant in the amount of up to \$1,300,000 (the "Grant");

WHEREAS, the Declarant acknowledges that: (i) the Authority is providing the Grant to the Declarant to finance the Development (as hereafter defined) in furtherance of its corporate purposes under

Kings Corner Manor

CHFA #20-503

Covenant of Compliance and Regulatory Agreement

the Connecticut Housing Finance Authority Act, Chapter 134 of the Connecticut General Statutes (the "Act") and in accordance with the Program Requirements, and (ii) the accomplishment of such purposes is dependent in part upon compliance by the Declarant with the restrictive covenants and other provisions set forth herein;

WHEREAS, the Declarant acknowledges the resulting beneficial interest of the Authority and the State in the Development and acknowledges that the Declarant's interest in and operation of the Development are in furtherance of the discharge of a public trust;

WHEREAS, the Authority, as a condition of the Grant, requires that the Declarant, by entering into the restrictions, terms, conditions and covenants set forth below, consent to be regulated and restricted by the Authority in the management and operation of the Development as herein provided and as provided by the Grant Documents (hereafter defined), the Program Requirements and the rules, regulations, policies, and procedures of the Authority; and

WHEREAS, the Declarant is willing to execute and abide by this Agreement as a condition of obtaining the Grant and receiving continuing benefits under the Program (hereafter defined).

NOW, THEREFORE, in consideration of the Grant, and of the mutual promises and covenants hereinafter contained, the parties hereto hereby agree as follows:

1. PROPERTY

This Agreement affects the Property.

2. DEFINITIONS

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

- a. "Actual Cash Equity" means the Declarant's cash equity in the Development, as verified by independent cost certification acceptable to the Authority, performed by an entity accepted by the Authority;
- b. "Approved Plans" means the plans, drawings and specifications accepted in writing by the Authority for the Development;
- c. "Assistance Agreement" means that certain Assistance Agreement regarding the Development by and between the Declarant and the Authority dated the same date hereof;

- d. "Authority Mortgage" means that certain Open-End Mortgage Deed, Security Agreement and Assignment of Leases and Rentals of even date herewith executed by the Declarant in favor of the Authority which encumbers the Development and which secures the Declarant's continuing compliance with its obligations under the Assistance Agreement and all other Grant Documents (hereafter defined);
- e. "Commitment Letter" means the commitment letter for the Grant executed by and between the Declarant and the Authority, dated June 7, 2022, as may be amended from time to time;
- f. "Grant Documents" means; collectively, the Assistance Agreement, the Authority Mortgage, the Declaration (hereafter defined), and this Agreement, all of even date herewith, along with the Authority's Commitment Letter, and all other documents executed by the Declarant in connection with the making of the Grant (as any of the same may be amended from time to time);
- g. "Construction Contract" means the general construction contract dated October 6, 2022 between the Declarant and BRD Builders, LLC, of 2099 Main Street, Hartford, Connecticut, relating to the Development;
- h. "Declaration" means the Declaration of Restrictive Covenants between the Declarant and the Authority of even date herewith, as may be amended from time to time;
- i. "Default" means an Event of Default as defined in the Authority Mortgage;
- j. "Development" means all real and personal property (including, without limitation, the Property and all improvements now or hereafter situated thereon) and all assets of whatever nature or wherever situate, used in or owned by the business conducted on the Property, which business is to provide rental housing accommodations for persons who meet the requirements of the Program, and other facilities incidental thereto;
- k. "Development Operations Account" means the account established pursuant to Paragraph 6 of this Agreement into which all Gross Revenues (as hereinafter defined) are deposited;
- l. "Fiscal Year" means the calendar year or any other period agreed to in writing by the parties hereto as the fiscal year for the Declarant;
- m. "Gross Revenues" means, with respect to a particular period of time, all amounts received by the Declarant during such period from rents and revenues or any other source in connection with and arising out of the operation of the Development;

- n. "Income Limitation" means the income limitation prescribed under the applicable provisions of Chapter 128 of the C.G.S. for the Affordable Housing Program (and applicable State regulations);
- o. "Operating Expense(s)" means any expense(s) incurred by the Declarant and accepted by the Authority which is/are reasonable and necessary for the sound operation and maintenance of the Property and the Development, including but not limited to: real estate taxes, payments in lieu of taxes, insurance premiums, utilities, fuel, management fees, repairs and other maintenance costs, trash and snow removal expenses, and any other similar expense required by or contemplated under the terms of this Agreement and/or under the terms of any of the other Grant Documents. Notwithstanding anything to the contrary contained herein, the term Operating Expenses shall exclude debt which is subordinate to the Grant;
- p. "Program" means the plan by which funding is to be provided by the State to the Authority for the revitalization/rehabilitation of certain properties in the Housing Loan Portfolio, and the administrative oversight of such revitalization/rehabilitation by the Authority;
- q. "Program Requirements" means the requirements of (i) the Affordable Housing Program, (ii) the State Assistance Agreement, (iii) the MOA, and (iv) the Grant Documents, as any of the same may be amended from time to time;
- r. "Reserve for Replacements" or "Reserve Fund" means the account established by the Declarant with the Authority pursuant to Paragraph 7 of this Agreement;
- s. "State" means the State of Connecticut.
- t. "Surplus Cash" means funds remaining at the close of a Fiscal Year after:
 - (1) The payment of:
 - (a) Sums due under any prior mortgage on the Property; and
 - (b) All sums due or currently required to be paid under the terms of the Authority Mortgage, and/or any of the other Grant Documents including, but not limited to, required deposits for taxes and insurance for the Development, required deposits to the Reserve for Replacements and other escrows required by the Authority and/or consented to in writing by the Authority; and
 - (c) All remaining Operating Expenses other than those due or currently required to be paid under the terms of the Authority Mortgage and/or any of the other Grant Documents (including, without limitation, those due and/or payable within thirty (30) days after the close of the Declarant's Fiscal Year, unless

funds for payment are set aside or payment deferral has been accepted in writing by the Authority);

(2) The segregation and recording of:

- (a) An amount equal to the aggregate of all special funds required to be maintained by the Declarant; and
- (b) The outstanding liability for tenant security deposits.

3. USE OF THE DEVELOPMENT

The Declarant hereby covenants and represents to the Authority as follows:

- a. Change in Development - The Declarant shall make no change in the nature, size (including number of residential units) or location of the Development without the prior written consent of the Authority and the State.
- b. Income and Use Restrictions
 - 1. Residential units in the Development shall be rented or available for rental on a continuous basis, and on other than a transient basis, to members of the general public who are eligible residents under the Affordable Housing Program, as prescribed in the applicable provisions of Chapter 128 of the C.G.S. (and applicable State regulations), and as set forth in the State Assistance Agreement.
 - 2. Residential units in the Development shall be (a) rent restricted, and (b) occupied by individuals (and families, as applicable) whose annual income is in accordance with the requirements of the Affordable Housing Program, as prescribed by applicable provisions of Chapter 128 of the C.G.S. (and applicable State regulations), and as set forth in the State Assistance Agreement.
- c. Program Requirements – The Declarant shall comply with the Program Requirements and operate and maintain the Development in accordance therewith.
- d. The Development shall contain residential rental housing within the meaning of the Act and the Program, and shall be used for the benefit of those members of the general public of low and moderate income upon certain terms and conditions set out below.
 - 1. During the entire scheduled Term of the Grant:
 - (a) If all or any part of the Development is sold, transferred or otherwise conveyed to any other individual, party or entity, such conveyance shall be made by deed

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subject to an affirmative covenant running with the land described on Exhibit A, which covenant shall bind the grantee of such deed, and all successors, assigns, and heirs thereof, to the restrictions contained in this Agreement. In the event that such affirmative covenant is omitted from any such deed of conveyance, then such affirmative covenant shall be deemed to have been included and shall run with the land described on Exhibit A as if it had been contained in such deed. The covenant and restrictions shall be binding to the fullest extent permitted by law and equity, for the benefit of, in favor of and enforceable by the Authority, or any of its successors, or their successors and assigns as their interest may appear; and

- (b) For so long as the Declaration remains in effect, if the Development shall at any time be converted to a common interest community by the Declarant or any grantee as aforesaid, such conversion shall include in the declaration of common interest community an affirmative covenant running with the land and such common interest community shall be subject to the terms and conditions of this Agreement, which shall bind the common interest community association, the common interest community unit owner and their respective successors and assigns, to the restrictions contained in this Agreement. Said covenant shall also require that all units in the common interest community shall be sold, or held vacant for sale, only to individuals or families who meet the eligibility requirements of the Affordable Housing Program, as determined by the Authority and the State, or its/theirs (as applicable) successor(s) at the time of such sale. The covenant shall be binding upon the common interest community association, its successors and its assigns to the fullest extent permitted by law and equity, for the benefit of, in favor of and enforceable by the Authority and the State, or any of its/theirs (as applicable) successors and assigns as their interests may appear; said declaration of common interest community shall require that all units that are to be sold or available for sale to individuals or families who meet the eligibility requirements of the Affordable Housing Program shall also be subject to the further restriction that no reconveyance of any such unit(s) shall be made unless and until the seller of such unit receives a certification in recordable form acceptable to the Authority and the State or its/theirs (as applicable) successors or assigns that the prospective purchaser(s) is(are) an individual(s) who meets the eligibility requirements of the Affordable Housing Program. The Authority or its successors or assigns shall designate a party to issue such a certification and shall notify the common interest community, from time to time, of the identity of such party.

No unit(s) may be conveyed pursuant to a time-sharing plan as defined in Chapter 734b of the C.G.S.

4. PROJECT MANAGEMENT

- a. The Declarant shall provide for the management of the Development in a manner acceptable to the Authority, in its sole discretion.
- b. The Development shall be operated in a financial manner which allows the Declarant to pay all Operating Expenses, fund all reserves and meet all other financial obligations accepted by the Authority throughout the entire scheduled term of the Grant.
- c. The Declarant shall maintain the Development in good physical condition as demonstrated by the Authority's physical observation. The Development shall not have any physical impediments, which will require financing from sources other than the Reserve for Replacements.
- d. Rents shall be established to meet the objectives described in this Agreement.
- e. Throughout the entire scheduled term of the Grant, the Declarant shall comply with all of the Authority's insurance requirements as set out in the Authority Mortgage and as otherwise may be directed by the Authority.
- f. The proceeds of any award or claim for damages resulting from any condemnation or other taking of the Property and/or the Development or any portion thereof shall be paid over to the Authority in accordance with the provisions of the Authority Mortgage.

5. PAYMENT RESTRICTION FOR SERVICES, ETC.

The Declarant shall make no payment for services, supplies or materials relating to the Development which exceeds the amount ordinarily paid for such services, supplies or materials in the area where the services are rendered or the supplies or materials are furnished.

6. DEVELOPMENT OPERATIONS ACCOUNT

Subject to the terms of any prior mortgage, the Declarant shall deposit Gross Revenues in the Development Operations Account with a depository in the State accepted by the Authority. The Authority shall at all times be advised of the name and number of each account and the bank or financial institution in which the Development Operations Account is maintained. The Declarant shall disburse funds from the Development Operations Account, to the extent available, payable in the order as follows:

1. for all debt service, and all sums due or currently required to be paid under the terms of the Grant Documents including, but not limited to, required deposits for taxes and insurance for the Development, deposits to the Reserve for Replacements and other escrows required by the Authority and/or consented to in writing by the Authority;

2. for all remaining Operating Expenses other than those due or currently required to be paid under the terms of the Grant Documents (including, without limitation, those due and/or payable within thirty (30) days after the close of the Fiscal Year, unless funds for payment are set aside or payment deferral has been accepted in writing by the Authority); and
3. with the prior written acceptance of the Authority, for amenities or design modifications to the Development which:
 - (a) are necessary or desirable for the marketing of the Development;
 - (b) reduce maintenance or replacement costs over a substantial portion of the Term of the Grant;
 - (c) benefit a substantial portion of the residents of the Development by providing necessary or desirable social services that shall improve the health, education, opportunity, security and general welfare of such residents; or
 - (d) make an important contribution to the livability of the Development.

7. RESERVE FOR REPLACEMENTS DEPOSIT

- a. i. Subject to the terms of any prior mortgage, all Surplus Cash, if any, remaining at the end of any Fiscal Year shall be paid as follows: : (a) fifty percent (50%) to the Authority in repayment of the Grant in accordance with the Assistance Agreement; and (b) twenty five percent (25%) to be deposited into the Reserve Fund and/or such other escrow account maintained by the Authority for the benefit of the Development, as the Authority may determine, and (c) twenty five percent (25%) to the Declarant for use in affordable housing initiatives.
- ii. The Reserve Fund plus any interest or other earnings thereon, whether in the form of a cash deposit or reinvestment in obligations of, or fully guaranteed by, the United States of America or an agency thereof or the State, shall at all times be under the sole control of the Authority, and shall be subject to annual adjustment. The Authority shall permit disbursements from the Reserve Fund only for the purpose of effecting replacement of structural elements and mechanical equipment of the Development or for improvements thereto or for other purposes related to the Development as determined by the President-Executive Director of the Authority. Such disbursements shall only be made upon the written direction or consent of the Authority. Upon the occurrence of a Default, the Authority may apply or authorize the application of the balance in the Reserve Fund to the payment of the Grant, or at its option, may elect to maintain the Reserve Fund for its established purposes. The Authority shall have no liability for deficiencies in the Reserve for Replacements or the Development Operations Account arising from the Declarant's failure to timely or adequately fund deposits therein.

8. CERTAIN ACTS PROHIBITED

The Declarant shall not, without the prior written acceptance of the Authority and the State:

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- a. Sell, convey, assign, transfer, lease (except for apartment leases on the form lease accepted by the Authority) or further encumber any interest in or any part of the Development;
- b. Assign, pledge, transfer, dispose of or encumber any personal property of the Development, including rents, or pay out any funds, except for Operating Expenses and necessary repairs;
- c. Convey, assign, pledge, or transfer any right to receive the rents and/or profits from the Development;
- d. Remodel, add to, reconstruct, demolish or damage any part of the Development after the issuance of permanent certificates of occupancy, or subtract from any real or personal property of the Development;
- e. INTENTIONALLY DELETED;
- f. Require, as a condition of the occupancy or leasing of any unit in the Development, any consideration or deposit other than the prepayment of the first month's rent plus a security deposit in an amount not in excess of two (2) months' rent, as permitted by law, to guarantee the tenant's performance of the lease. Any funds collected as security deposits shall be maintained separate and apart from all other funds of the Development in a trust account with a federally insured depository within the State, accepted in writing by the Authority, the amount of which shall at all times equal or exceed the aggregate of all outstanding security deposit obligations of the Development. If interest is earned on said trust account, it shall be transferred, as earned, into the Development Operations Account, except as otherwise required by law to be credited to the tenants;
- g. Permit the use of the dwelling accommodations of the Development for any purpose except as residential rental dwelling units;
- h. Incur any liability connected to the Development, direct or contingent, other than for current Operating Expenses;
- i. Pay any compensation except in the normal course of business, including wages or salaries, or incur any obligations to the Declarant's officers, directors, stockholders, trustees, partners, beneficiaries under a trust, or to any of their nominees;
- j. Enter into any contract or contracts for supervisory or managerial services connected to the Development;
- k. Invest or deposit any funds from the Development in any property (real, personal or mixed), except obligations of, or fully guaranteed or secured as to principal by, the United

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States of America, or any agency thereof, the State, or obligations thereof, or deposit such funds in a depository not acceptable to the Authority;

- l. Terminate, assign or otherwise transfer any right to manage the Development;
- m. Make a loan of any funds from the Development to any person or entity;
- n. Incur any liability or obligation in connection with the Development, contingent or otherwise, with the exception of current Operating Expenses and for the indebtedness of other financing(s) accepted in writing by the Authority; or incur any liability or obligation whatsoever that is secured in whole or in part by any interest in or lien or encumbrances on the Development, or funds of the Development; or
- o. Require tenants to pay any mandatory charges for additional services or facilities except as allowed in the Affordable Housing Program.

9. REPORTING REQUIREMENTS

- a. Unless another period for reporting is specified by the Authority in writing, the Declarant shall furnish the Authority with occupancy reports and reports of income, expenses, accounts receivable and accounts payable on a quarterly basis. The Declarant shall pay such penalty as may be imposed by the Authority in the event of failure to comply with this requirement. Such reports shall be provided no later than the 15th day of each month. The Declarant shall also provide such additional information as the Authority may reasonably request from time to time relative to the ownership, operation and maintenance of the Development.
- b. Within one hundred eighty (180) days following the close of each Fiscal Year, the Declarant shall furnish the Authority with a complete annual financial report prepared and certified by a certified public accountant for the Development acceptable to the Authority based upon an examination of the books and records of the Declarant, containing a detailed, itemized statement of Gross Revenues, Operating Expenses, Surplus Cash, and all other income and expenditures, prepared and certified to be in accordance with the procedures and standards accepted by the Authority and in conformity with generally accepted accounting principles applied on a consistent basis, and further certified by the Declarant or its duly authorized agent.
- c. Annually, not later than sixty (60) days before the beginning of each Fiscal Year, the Declarant shall submit to the Authority an itemized budget for the Development of Gross Revenues, Operating Expenses and Surplus Cash for the following Fiscal Year. Such budget shall be accompanied by supporting documentation requested by the Authority. Upon acceptance by the Authority, such budget shall be the Development's budget for the ensuing Fiscal Year.

- d. All records, accounts, books, tenant lists, applicant waiting lists, documents, and contracts relating to the Development shall at all times be kept separate and identifiable from those of any other business of the Declarant which is unrelated to the Development and shall be maintained within the State, as required by the Authority from time to time, in a reasonable condition for proper audit and subject to examination during business hours by representatives of the Authority.

10. ESTABLISHMENT OF RENTS - QUALIFICATIONS OF TENANTS

The Declarant further covenants and agrees that the Declarant shall establish and maintain for each dwelling unit at the Development a rental charge, a certification of income and a lease which shall satisfy the requirements of the Affordable Housing Program including, but not limited to, the requirements of this Agreement and all other Grant Documents, and provide income to the Development sufficient for the payment of all Operating Expenses and such other expenses as the Authority may determine.

11. NONDISCRIMINATION

The Declarant shall comply with all requirements imposed by Title VIII of the Civil Rights Act of 1968, Title VI of the Civil Rights Act of 1964, and Executive Order 11063, and all other applicable federal, State and local laws, regulations and Executive Orders, to the end that no person in the United States shall, on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sexual orientation, or sex, be refused or denied housing, or otherwise subjected to discrimination. In addition, the Declarant shall comply with all State and local laws prohibiting discrimination in housing, including without limitation, laws prohibiting discrimination on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sexual orientation, sex, or any other classification(s) protected by state or local law. Without limiting the generality of the foregoing, the Declarant shall not restrict occupancy or rental of dwelling units in the Development by reason of the fact that a prospective tenant's household includes children (except for senior citizen housing as may be allowed under applicable law). The Declarant's failure or refusal to comply with any such provisions, within any cure period that may be provided by law, shall constitute basis for the Authority to take any corrective action it may deem necessary including, but not limited to, declaring a Default, the rejection of future applications for mortgage loans and the refusal to enter into future contracts of any kind with which the Declarant or its shareholders, members, partners, trustees or beneficiaries are in any way identified.

The Declarant shall not discriminate against tenants or applicants who are recipients of Federal rent subsidies pursuant to Section 8 of the United States Housing Act of 1937, as amended, or any successor subsidy program.

12. ASSIGNMENT OF RENTS AND INCOME

As security for the Declarant's continuing compliance with its requirements under the Grant and the payments that may become due under this Agreement, for the Reserve for Replacements and for the

other obligations under the Grant Documents, the Declarant hereby assigns and pledges to the Authority, its rights to the rents, profits, income and charges of whatever sort which it may receive or be entitled to receive in connection with the operation of the Development. Unless a Default has occurred, permission is granted to the Declarant to collect and retain such rents, profits, income, and other payments.

13. BANKRUPTCY – REORGANIZATION

The Declarant shall not file any petition in bankruptcy or for reorganization or recomposition, or make any assignment for the benefit of creditors or to a trustee for creditors or permit an adjudication in bankruptcy, the taking possession of the Development or any part thereof by a receiver, or the seizure and sale of the Development or any part thereof under judicial process or pursuant to any power of sale. Failure to have such adverse action set aside within sixty (60) days shall constitute a Default and a default under this Agreement.

14. LITIGATION AGAINST THE DECLARANT

The Declarant agrees promptly to notify the Authority in writing of any suits by or against the Declarant, the Authority or the Development. In matters involving the Development, no litigation seeking the recovery of a sum in excess of \$5,000.00 nor any action for specific performance or other equitable relief shall be instituted nor shall any claim for a sum in excess of \$5,000.00 or suit for specific performance be settled or compromised by the Declarant unless prior written consent thereto has been obtained from the Authority. Such consent may be subject to such terms and conditions as the Authority may, in its sole discretion, prescribe.

15. COMPLIANCE WITH STATUTORY REQUIREMENTS

In order to comply with the Program Requirements and applicable statutes and regulations, the Declarant agrees that, so long as the Declaration remains in effect, all of the units in the Development shall be rented to individuals and families who meet the requirements of the Affordable Housing Program and at a rental not in excess of that permitted under the Affordable Housing Program. The Declarant shall comply with all State and federal laws and requirements, all requirements of the Affordable Housing Program and the Authority's policies and procedures. In addition and without limitation thereto, the Declarant shall agree to the Apartment Mix and shall provide a marketing plan acceptable to the Authority.

16. CONTRADICTORY REQUIREMENTS

The Declarant warrants that, except as consented to in writing by the Authority, the Declarant has not, and shall not, execute other agreements with provisions contradictory, or in opposition to the provisions hereof, and that in any event the requirements of this Agreement are paramount and controlling and shall supersede any other requirements in conflict therewith except as otherwise agreed in writing by the Authority.

The Declarant shall comply with all provisions of the Program Requirements applicable to the Development, whether or not such provisions are specifically set forth herein. The Declarant further acknowledges that the representations and covenants set forth herein are based upon the Program Requirements in their present form, and that the Program Requirements may be amended and the interpretations of their respective provisions may be changed or clarified in a manner inconsistent with the provisions hereof.

The Declarant shall use its best efforts to take such actions, or to refrain from taking such actions, as are authorized by law and as may be necessary for the Development to continue to comply with the Program Requirements, as any of such Program Requirements may be amended or as the interpretation of their respective provisions by the Authority may be changed or clarified.

17. FURTHER ACTION AND ASSURANCES

The Declarant shall do, execute, acknowledge and deliver, at its sole cost and expense, such further acts, instruments or documentation as the Authority may reasonably require from time to time to better assure, transfer and confirm unto the Authority the rights now or hereafter intended to be granted to the Authority under this Agreement.

18. DECLARANT ORGANIZATION REQUIREMENTS

- a. No amendments shall be made to the Declarant's organizational documents and such organizational documents shall not be terminated without the Authority's prior written acceptance;
- b. In the event of the dissolution or other change in the Declarant's organizational structure, the Declarant's business shall be continued by its principals individually until a successor structure is formed and accepted by the Authority; and
- c. No principal of the Declarant having management obligations for the Declarant shall voluntarily withdraw from the Declarant entity without prior written notice to the Authority's.

19. REMEDIES

- a. Upon violation of any of the provisions of this Agreement by the Declarant, the Authority may give written notice thereof to the Declarant pursuant to the provisions contained in Section 21, (Notices) of this Agreement, or such other address(es) as may subsequently be supplied by appropriate written notice to the Authority. If such violation is not corrected to the satisfaction of the Authority within thirty (30) days after the date such notice is mailed or within such further time as the Authority in its sole discretion may permit to accommodate a reasonable time to effectuate such cure, the Authority without further notice, may declare that a Default has occurred. Upon such Default, the Authority may resort to one, all or any combination of the following courses of action:

- i. declare the entire amount advanced under the Grant immediately due and payable and proceed with the foreclosure of the Authority Mortgage;
- ii. collect or cause to be collected all rents and charges in connection with the operation of the Development and use such collections or cause such collections to be used to pay the Declarant's obligations under this Agreement and under the other Grant Documents;
- iii. take possession of the Development, bring any action necessary to enforce any rights of the Declarant growing out of the operation of the Development, and operate the Development in accordance with the terms of this Agreement and in compliance with the requirements of the other Grant Documents;
- iv. apply to any court for specific performance of this Agreement, for an injunction against any violation of this Agreement, for the appointment of a receiver to take over and operate the Development in accordance with the terms of this Agreement, or for such other relief as may be appropriate, since the injury to the Authority arising from a default under any of the terms of this Agreement would be irreparable and the amount of damages would be difficult to ascertain; and
- v. seek any other remedy permitted under the Grant Documents.

b. Any action(s) taken by the Authority shall be cumulative and concurrent and may be pursued independently, singly, successively, together or otherwise, at such time and in such order as the Authority may determine in its sole discretion, to the fullest extent permitted by law, without impairing or otherwise affecting the other rights and remedies of the Authority permitted by law, equity or contract or as set forth in any of the Grant Documents.

20. CONTINUING EFFECT

The parties agree that this Agreement shall continue in full force and effect throughout the entire scheduled Term of the Grant to the extent necessary to comply with the Program Requirements and to enable the Authority, its successors and its assigns to enforce compliance by the Declarant with the covenants, terms and conditions therein and of this Agreement. At the expiration of the Term of the Grant, this agreement shall be released by the Authority on the request of the Declarant.

21. NOTICES

Unless otherwise provided for herein, all notices and communications required or permitted hereunder shall be sent to the addresses on page 1 hereof, in writing, and shall be deemed to have been duly given (a) when sent, if sent by registered or certified mail (return receipt requested, postage prepaid), (b) when delivered, if delivered personally, (c) when transmitted, if sent by facsimile and a confirmation of transmission is produced by the sending machine, or (d) when sent, if sent by overnight mail or

overnight courier, in each case with a copy (which shall not constitute notice) to the Authority's General Counsel at the above address.

Any notice of any kind sent hereunder to any party shall simultaneously be sent to each and every other party hereto. Any notice required hereunder may be waived in writing by the party entitled to receive such notice. Failure or delay in delivering copies of any notice, demand, request, consent, acceptance, declaration or other communication within any corporation or firm to the persons designated to receive copies shall in no way adversely affect the effectiveness of such notice, demand, request, consent, acceptance, declaration or other communication.

22. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State and federal law, where applicable.

23. VALIDITY

The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof.

24. AMENDMENTS

This Agreement cannot be altered, amended, modified or discharged orally and no executory agreement shall be effective to modify or discharge it in whole or in part, unless in writing and signed by the party against which enforcement is sought.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute the same Agreement.

26. FALSE STATEMENTS

False statements made herein are punishable under the penalty for false statement set out in C.G.S. Section 53a-157b.

27. MISCELLANEOUS

The Declarant hereby agrees that the Declarant (a) has not been cited for three or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act during the three (3) years immediately preceding the date hereof, which violation(s) (i) was cited in accordance with provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970 and (ii) was not abated within the time fixed by the

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citations and (iii) such citation has not been set aside, and (b) has not received one (1) or more criminal convictions related to the injury or death of any employee in such three (3) year period.

The Declarant agrees to comply with the Civil Rights Acts of 1964 and 1968 and Executive Orders relating thereto, as applicable. The Declarant also agrees to comply with Section 4a-60 of the C.G.S., and Section 4a-60a of the C.G.S., and Section 4-61dd of the C.G.S., incorporated herein by reference.

[Remainder of page left blank – signature pages follow]

CONNECTICUT HOUSING
FINANCE AUTHORITY

Dawn Fisher
DAWN FISHER
Sue Hackett
Sue Hackett

By: Nandini Natarajan
Nandini Natarajan
Chief Executive Officer-Executive Director

STATE OF CONNECTICUT)
COUNTY OF HARTFORD)

ss. ROCKY HILL

September 12 2022

Personally appeared, Nandini Natarajan, Chief Executive Officer-Executive Director of the CONNECTICUT HOUSING FINANCE AUTHORITY, duly authorized as aforesaid Signer and Sealer of the foregoing Instrument and acknowledged the same to be her free act and deed and the free act and deed of said Authority, on behalf of said Authority, before me.

Sue Hackett
Commissioner of the Superior Court
Notary Public
Sue Hackett
Notary Public
My Commission Expires 6/30/2026

Exhibit A Property Description

A certain tract or parcel of land, situated on the SOUTHWESTERLY SIDE OF CHRISTY HILL ROAD and the SOUTHERLY SIDE OF KINGS HIGHWAY, in the Town of Ledyard, County of New London, State of Connecticut and shown as parcel no.1 on a plan entitled PLAN SHOWING PROPERTY OF LAWRENCE H. ROBINSON, GERALD J. TERHEYDEN JR., CHRISTY HILL ROAD, KINGS HIGHWAY, LEDYARD, CONNECTICUT, SCALE 1" = 60', DECEMBER 1982, GEORGE H. DIETER, L.S., REV. 6-6-83, W.CHIAPPERINI, L.S." which plan is to be filed in the Ledyard Town Clerk's Office, and said tract or parcel is bounded and described as follows:

Beginning at a point in the Southerly line of Kings Highway, said point being at a stone wall intersection of the Northwest corner of the herein described parcel and the Northeast corner of the land now or formerly of Norman K. and Rita M. Churchill as shown on said plan, and then running N 73° 44' 50" along a stone wall marking the Southerly line of Kings Highway 346.25 feet to a point in said stone wall; thence running N 84° 21' 10" E along said stone wall 195.04 feet to a point; thence running N 70° 42' 20" E along said wall 12.22 feet to a point; thence running N 75° 07' 20" E along said wall 28.85 feet to a point at the end of said wall; thence running N 68° 49' 10" E in a straight line 24.69 feet; thence running N 73° 46' 30" E along stone wall 70.14 feet to a point in said wall; thence running S 62° 35' 50" E along said wall 41.21 feet to a point in said wall; thence running S 48° 32' 40" E along said Wall 9.83 feet to a point in said wall; thence running S 37° 31' 40" E along said wall 96.62 feet to the end of said wall; thence running S 40° 03' 50" along the Southwesterly line of Christy Hill Road 161.17 feet; thence running S 39° 34' 10" E along said Southwesterly line of Christy Hill Road and along stone wall 40.64 feet to a point; thence running S 33° 26' 56" E along said road line and said stone wall 26.50 feet to a point which is the Northeast corner of the herein described parcel; thence running S 27° 01' 10" W along property now or formerly of the Town of Ledyard in a straight line 168.98 feet; thence running S 25° 22' 40" W along said Town of Ledyard land 224.28 feet to a point; thence running S 17° 54' 40" W along said Town of Ledyard Land 100.84 feet to a point; thence running S 22° 13' 00" W along said Town of Ledyard land 338.19 feet to a point; thence turning and running N 84° 53' 53" W for a distance of 490.89 feet to the northeasterly corner of land now or formerly of Ware P. and Elaine M. Affeldt, bounded southerly by land of the Town of Ledyard; thence N 85° 34' 00" W along a stone wall 177.00 feet to a wall corner marking the Southeast corner of land now or formerly of Norman K. and Rita M. Churchill; thence running N 1° 45' 30" E along said wall 357.99 feet to a point; thence running N 44° 24' 10" W along said wall 12.22 feet to a point; thence running N 21° 28' 40" E along said wall 218.96 feet to a point; thence running S 85° 32' 30" E along said wall 3.73 feet to a point; thence running N 1° 25' 50" E along said wall 261.15 feet to the point and place of beginning, the last five (5) courses being bounded by property of said Churchill.

Said premises contain 17.37 acres.

Being a portion of the premises described as SECOND TRACT in a Quit Claim Deed from Lawrence H. Robinson to Lawrence H. Robinson and Gerald J. Terheyden Jr. dated July 12, 1979, and recorded in Volume 116, page 119 of the Ledyard Land Records, and further being a portion of the property conveyed by Lawrence H. Robinson and Gerald J. Terheyden Jr. to the Town of Ledyard by deed recorded immediately prior hereto.

Excepting therefrom the portions of roadway subsequently acquired by the Town of Ledyard in a certain condemnation action affecting the boundary along King's Highway and Christy Hill Road, substantially as shown on the 1990 map entitled "Map Showing Land to be Transferred to and from Irving H. Norman Inc., August 1990, Cummings & Lafayette."

**ASSISTANCE AGREEMENT
BETWEEN
CONNECTICUT HOUSING FINANCE AUTHORITY
AND
LEDYARD HOUSING AUTHORITY**

THIS ASSISTANCE AGREEMENT (this “Agreement”) is made and entered into as of this 6th day of October, 2022, by and between **LEDYARD HOUSING AUTHORITY**, a housing authority organized and existing under the laws of the State of Connecticut, with an office and principal place of business at 60 Kings Highway, Ledyard, Connecticut 06335 (the “Grantee”), and the Connecticut Housing Finance Authority, a body politic and corporate constituting a public instrumentality and political subdivision of the State of Connecticut and having its office and principal place of business at 999 West Street, Rocky Hill, Connecticut 06067 (the “Authority”).

WHEREAS, the Grantee owns fee title to certain real property located in Gales Ferry (Ledyard), Connecticut more particularly described in **Exhibit A** attached hereto and made part hereof (the “Property”);

WHEREAS, the Property is currently regulated as to its use, occupancy and resident income requirements under the Elderly affordable housing program (the “Affordable Housing Program”) described in the Connecticut General Statutes (“C.G.S.”) and, as such, is subject to the rules and regulations of such Affordable Housing Program (i) all applicable requirements of Chapter 128 of the C.G.S. and (ii) all requirements set forth in that certain assistance agreement entered into by the Grantee and the State dated December 15, 1983, as may have been amended, (the “State Assistance Agreement”);

WHEREAS, the Authority has entered into a Memorandum of Agreement with the State of Connecticut Department of Economic and Community Development (“DECD”) dated April 26, 2013, as amended by: (1) an Amendment to Memorandum of Agreement with the State of Connecticut Department of Housing (“DOH”), as successor in interest to DECD with an Effective Date of September 4, 2013, and (2) a Second Amendment to Memorandum of Agreement between DOH and CHFA with an Effective Date of April 11, 2014 (as it may be further amended from time to time, the “MOA”) which provides for the Authority to receive funding from the State;

WHEREAS, in accordance with the MOA, such funding to be provided by the State to the Authority is to be used for the revitalization/rehabilitation of low and moderate income housing units (including, without limitation, those under the Affordable Housing Program) in the Housing Loan Portfolio (as referenced in the MOA) transferred by DECD to the Authority in 2003 pursuant to a Transfer Agreement (as referenced in the MOA), in accordance with Section 8-37uu of the Connecticut General Statutes (“C.G.S.”);

WHEREAS, for purposes of this Agreement, the plan by which funding is to be provided by the State to the Authority for the revitalization/rehabilitation of certain properties in the Housing Loan Portfolio, and the administrative oversight of such revitalization/rehabilitation by the Authority is referred to herein as the “Program”;

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WHEREAS, the Grantee has been selected by DOH, in consultation with the Authority, to receive an award of financial assistance to be made by the Authority from funds made available under the Program;

WHEREAS, the financial assistance received by the Grantee is to be utilized for the revitalization/rehabilitation of thirty (30) units of low and moderate income housing under the Affordable Housing Program (the "Improvements"). For purposes of this Agreement, the revitalization/rehabilitation of the Improvements on the Property is referred to herein as the "Project". For purposes of this Agreement, the Improvements and the Property are collectively referred to herein as the "Development". The Development is known as Kings Corner Manor, and is located at 31-60 Kings Highway, Ledyard, Connecticut 06335.

WHEREAS, the Project is an eligible activity under the Program;

WHEREAS, the estimated revitalization/rehabilitation cost of the Project is \$1,300,000;

WHEREAS, the Authority has approved the budget proposed by the Grantee for the Project, which budget shall be executed by the Grantee and the Authority at the Initial Closing (as defined in the Commitment Letter, hereinafter defined), and which budget may be amended from time to time in writing by the Authority and the Grantee (the "Development Budget").

ARTICLE 1

FINANCIAL ASSISTANCE

1.1 Agreement to Extend Financial Assistance. On the basis of and in reliance on the representations, warranties and covenants of the Grantee set forth in this Agreement and set forth in such other documents required by the Authority incident hereto, and subject to the terms and conditions of this Agreement, the Authority agrees to provide the Grantee with financial assistance. The financial assistance shall be made by the Authority to the Grantee in the form of a grant in the amount of up to \$1,300,000 (the "Grant").

1.2 Grant Terms and Conditions.

a. Term. The term of the Grant shall commence as of the date of the execution of this Agreement and shall continue until otherwise terminated by the State but in no event for a period of less than thirty (30) years (the "Term of the Grant").

b. Development Use Restrictions. During the entire scheduled Term of the Grant and for such additional period of time as set forth in the Declaration (hereafter defined) the Development shall be used for low and moderate income housing in compliance with the requirements of the Affordable Housing Program including, without limitation, all use, occupancy and affordability requirements set forth in the Declaration.

c. Program Requirements. In consideration of the Grant, the Grantee hereby agrees to be bound by and to operate the Development in accordance with all provisions of (i) the Affordable Housing Program, (ii) the State Assistance Agreement, (iii) the Grant Documents and (iv) the MOA, collectively, the “Program Requirements”. The Grantee affirms that all of the requirements of the Affordable Housing Program, and all of the provisions of the State Assistance Agreement, the MOA and the Grant Documents, as all or any of the same may be amended from time to time, are incorporated herein by reference as if fully set forth in this Agreement.

d. Repayment(s). No portion of funding provided by the Authority shall be subject to repayment by the Grantee except for:

(i) Unexpended Funds. Any unexpended funds received by Grantee and any interest or similar income derived therefrom shall be immediately and fully returned to the Authority upon demand by the Authority.

(ii) Event of Default. Upon an Event of Default (as defined in Article 6 of this Agreement) beyond any applicable grace, notice or cure periods and upon demand by the Authority the Grantee shall be obligated for the full and immediate repayment of the entire amount of the Grant advanced to the Grantee.

(iii) Repayments from Surplus Cash. Annual payments equal to fifty percent (50%) of Surplus Cash for the preceding year shall be due and payable on or before the 1st day of July each year commencing July 1, 2024, of each year during the term of the Grant. “Surplus Cash” shall mean Surplus Cash (as defined and provided for in the Covenant of Compliance and Regulatory Agreement of even date herewith by and between the Grantee and the Authority (the “Regulatory Agreement”) but without deduction for the aforementioned payment to be made to the Authority under this Subsection 1.2d(iii).

Annual payments equal to twenty five percent (25%) of Surplus Cash for the preceding year shall be deposited into the Reserve for Replacements account established under the Regulatory Agreement or into such other escrow account maintained by the Grantee for the benefit of the Development as determined by the Authority on or before the 1st day of July each year during the term of the Grant, commencing July 1, 2024.

Annual payments equal to twenty five percent (25%) of Surplus Cash for the preceding year shall be retained and used by the Grantee in furtherance of affordable housing initiatives, on or before the 1st day of July of each year during the term of the Grant, commencing July 1, 2024.

(iv) Repayment from a Capital Transaction. For purposes of this Agreement, the term “Capital Transaction” shall mean the sale, assignment, refinance or a transfer of the Development or any portion of the Development, any

of which type of transfer shall require the prior written approval of the Authority. A substantial change in the ownership of Grantee, as determined by the Authority, may be deemed to constitute a sale, assignment or transfer for purposes of this Agreement.

(A) Upon the occurrence of a Capital Transaction, Grantee shall pay to the Authority the Net Residual Proceeds from the Capital Transaction in an amount that is equal to: (1) the principal balance of the Grant together with accrued but unpaid interest thereon (if any), (2) all unpaid amounts owed by the Grantee pursuant to the Mortgage, and (3) any accrued but unpaid amounts to be paid from Surplus Cash;

(B) For purposes of this Agreement, the term "Net Residual Proceeds from the Capital Transaction" shall mean the balance of proceeds remaining from such Capital Transaction after deducting the full payment and satisfaction of any institutional mortgages pre-approved in writing by the Authority then in effect and after payment of reasonable expenses of such Capital Transaction (for example, appraisers' fees, brokers' fees, attorneys' fees and recording fees) accepted by the Authority and after deducting the value of (i) unrecouped Actual Cash Equity (as defined in the Regulatory Agreement), if any, determined in accordance with cost certification(s) required by the Authority as set forth in that certain Cost Certification Agreement and Covenant to Comply with C.G.S. Section 8-253a(6) by and between Grantee and the Authority dated the same date hereof, (ii) payment of any loans made by Grantee for the benefit of the Development (said loans being subject to acceptance by the Authority) and (iii) additional equity, if any, contributed by Grantee and recognized by the Authority.

Payments made under this Agreement and as set out in the Mortgage shall be applied by the Authority to such items and in such order as the Authority may determine in its sole discretion, which items and order may be (but are not limited to) to the following items in the following order:

1. Taxes, payments in lieu of taxes, assessments, water and sewer charges and other public impositions due and payable;
2. Hazard and liability insurance premiums due and payable;
3. Late charges, if any;
4. Accrued interest (if any); and
5. Principal

e. Grant Documents. The Grant is evidenced and/or secured by the following instruments entered into by and between the Grantee and the Authority or executed by the Grantee in favor of the Authority, each of which, except as noted, is dated the same date hereof and some of which, as noted, are to be recorded in the Land Records of the Town of Ledyard, Connecticut (the "Land Records"), in an order of priority as directed by the Authority:

- Commitment Letter dated June 7, 2022, as may be amended, (the “Commitment Letter”);
- Open-End Mortgage Deed, Security Agreement and Assignment of Leases and Rentals (the “Mortgage”). The Mortgage shall be recorded on the Land Records;
- Declaration of Restrictive Covenants (the “Declaration”). The Declaration shall be recorded on the Land Records;
- Covenant of Compliance and Regulatory Agreement (the “Regulatory Agreement”). The Regulatory Agreement shall be recorded on the Land Records;
- UCC-1 Financing Statement (the “Financing Statement”). The Financing Statement shall be filed in the State Office of the Secretary of State.

The Commitment Letter, the Mortgage, the Declaration, the Regulatory Agreement, the Financing Statement, and this Agreement which, in the discretion of the Authority, may be recorded on the Land Records, as all or any of the same may be amended from time to time, and all other documents which the Authority may require the Grantee to execute in connection with the Grant, as any of the same may be amended from time to time, are collectively referred to herein as the “Grant Documents”.

ARTICLE 2

DISBURSEMENTS/USE OF PROCEEDS

2.1 Disbursement and Use of Grant Proceeds. Grant proceeds (“Proceeds”) shall be disbursed by the Authority to Grantee in increments and used by Grantee subject to the following terms and conditions:

- a. Disbursements of Proceeds (“Disbursements”) shall be subject in all respects to:
 - (i) the Authority’s receipt of funding from the State sufficient to make such Disbursement(s);
 - (ii) Grantee’s full compliance with the provisions of this Agreement and all other Program Requirements.
- b. Disbursements shall be used only for Eligible Costs. Eligible Costs for the Development are identified in the Project Budget, as accepted by the Authority.
- c. In no event shall Grantee request a Disbursement until Proceeds are needed for payment of Eligible Costs. In no event shall Grantee’s requisition for a Disbursement exceed the amount of the actual costs incurred by Grantee for such items.

d. Requisitions for Disbursements shall be in writing and submitted on a form(s) provided by the Authority. Requisition forms and requirements may be amended at any time and from time to time by the Authority, in the Authority's discretion. As directed by the Authority, requisitions shall be executed and certified or sworn to by the Grantee, the Grantee's supervising architect for the Development (the "Architect"), the Grantee's general contractor for the Development (the "General Contractor") and/or others, as may be required by the Authority.

e. Disbursements shall be made only after the Authority has reviewed and approved the applicable requisition and supporting documentation submitted by the Grantee. Disbursements shall not imply acceptance of the work or concurrence by the Authority in any cost or expense item contained in the requisition and the Authority reserves the right to disallow payment of any item of cost or expense at any time upon later review or in connection with the Grantee's final submission(s) in accordance with the cost certification requirements referenced in Article 5 of this Agreement.

f. Requisitions for disbursements shall not be submitted to the Authority more than once per calendar month unless otherwise agreed in writing by the Authority. The Authority may set a minimum amount for Disbursements.

g. Grantee shall hold in trust each Disbursement for application to the items for which such Disbursement was requested and accepted.

h. The Grant shall at all times remain in balance. The Grant shall be deemed to be in balance only when undisbursed Proceeds, when added to other funding (if applicable) for the completion of revitalization/rehabilitation of the Development, as evidenced by written commitments issued by such other funding sources (if applicable), equal or exceed the amount necessary (based upon the Authority's estimate of the cost to complete such revitalization/rehabilitation): to pay for (i) all work completed; (ii) all materials delivered for which payment has not been made; and (iii) the cost of completing such revitalization or rehabilitation, as determined by the Authority in accordance with the general construction contract and the plans and specifications accepted by the Authority.

If at any time the Authority determines, in the exercise of its reasonable judgment, that the estimated cost to complete the work at the Development, if applicable, will exceed the remaining undisbursed Proceeds and other capital funds committed to the Development in accordance with the terms hereof, the Authority may, at its option, refuse to make Disbursements and may require the Grantee to make a cash deposit(s) with the Authority or provide a letter(s) of credit to the Authority upon terms reasonably satisfactory to the Authority in an amount equal to such excess (as estimated by the Authority in its reasonable judgment) for disbursement and/or draw by the Authority. No Disbursements will be made to pay any costs of the Development while deposited amounts or letter of credit proceeds are available for disbursement.

i. The Authority may, in its discretion, make Disbursements to dual payees or to persons other than the Grantee including, without limitation, third-party professionals retained

by the Authority for the Authority's benefit. Such Disbursements shall be deemed Disbursements to the Grantee and shall be secured by the Mortgage.

ARTICLE 3

CONDITIONS PRECEDENT TO DISBURSEMENTS OF PROCEEDS

Notwithstanding anything to the contrary contained in this Agreement, the obligation of the Authority to make each and any Disbursement is subject to, and contingent on, the following conditions being satisfied, as determined by the Authority in its sole discretion:

3.1 Grantee's Certification. Each requisition for a Disbursement shall be accompanied by the Grantee's written certification stating that as of the date of each request for Disbursement that to the best of its knowledge and information:

a. The Grantee is in full compliance with all terms and conditions of the Affordable Housing Program, this Agreement and all other Grant Documents.

b. The representations and warranties of the Grantee contained in Article 4 of this Agreement continue to be true, complete and accurate.

c. Grantee has carried out all of its obligations and is in compliance with all of the covenants specified in Article 5 of this Agreement, to the extent that such obligations or covenants are required to have been carried out or are applicable at the time of each request for the Disbursement.

d. Grantee has not committed or suffered any act, event, occurrence or circumstance that constitutes an Event of Default or that with the passage of time or the giving of notice would constitute an Event of Default.

e. All Disbursements previously made, if any, have been used solely to pay or reimburse Eligible Costs actually incurred or paid by Grantee in accordance with this Agreement. Grantee's certification shall include a schedule showing expenditures made by Grantee in connection with the Project, itemized as may be reasonably requested by the Authority and a statement of the balance of any Disbursement then held by the Grantee.

f. There has been no material change in the financial condition of the Grantee or the Development since the date of the Commitment Letter.

3.2 General Contractor's/Architect's Certifications. Grantee shall comply with all applicable requirements of the Authority regarding the General Contractor's certification and the certification of the Architect.

3.3 Authority's Review. No Disbursement shall be made until the Authority has determined in its reasonable discretion that:

a. The status of progress and quality of work at the Development are satisfactory and that revitalization/rehabilitation of the Development, as applicable, is proceeding in a manner acceptable to the Authority and in accordance with the Development's plans and specifications accepted by the Authority, as such may be amended from time to time in writing by the Authority and the Grantee (the "Plans and Specs.") and the Authority's applicable Design and Construction Standards;

b. The amount of the Disbursements shall be up to the amount, and for the items designated in the Project Budget accepted by the Authority for such Disbursement request, taking into account the status of work at the Development (as certified by the Architect) the accuracy of supporting documentation furnished with such request for Disbursement, and any other requirements of the Authority;

c. The Grant is in balance as described previously in Article 2 of this Agreement;

d. All demolition, building and other required permits and approvals, as applicable, have been obtained;

e. No litigation or claims affecting Grantee or the Development are pending or threatened;

f. All other sources of funding scheduled to be funded to Grantee at the time of such Disbursement have been funded in the full amount scheduled; and

g. There has been no material adverse change in any matter previously accepted by the Authority which change would, in the Authority's reasonable judgment, adversely affect Grantee, the Development or the Authority's security therein.

3.4 Title. The Authority may request endorsements to the mortgagee title insurance policy issued to and accepted by the Authority (the "Authority Title Policy") insuring the Authority's interest in the Development at the date thereof, but shall not require such endorsements in the normal course of Disbursements.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF GRANTEE

Grantee hereby represents and warrants the following:

4.1 Existence and Qualifications. Grantee is a housing authority duly organized and validly existing and qualified to do business under the laws of the State and is in full compliance with all State recording and filing requirements.

4.2 Authority. Grantee has the requisite power, right, and legal authority to execute, deliver, and perform its obligations under this Agreement and has taken all action necessary to authorize the execution, delivery, performance, and observance of its obligations under this Agreement. This Agreement, when executed and delivered, shall constitute the legal, valid, and binding obligations of Grantee enforceable against Grantee in accordance with its respective terms, except as such enforceability may be limited by (a) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, or other similar laws of general applicability affecting the enforcement of creditors' rights generally and (b) the application of general principles of equity without the joinder of any other party.

4.3 No Litigation Material to Financial Condition of the Grantee or to Completion of the Development. Except as disclosed to and approved by the Authority in writing, no litigation or administrative proceeding before any court or governmental body or agency is now pending, nor, to the best of Grantee's knowledge, is any such litigation or proceeding now threatened, or anticipated against Grantee that, if adversely determined, would have a material adverse effect on the financial condition, business, or assets of Grantee or on the Grantee's ability to perform and observe its obligations under this Agreement or that would either directly or indirectly have an adverse effect on or impair the completion of the Development.

4.4 No Conflict of Interest. The Grantee has adopted and agrees to enforce measures appropriate to assure that no officer, agent or employee of the Grantee shall have or acquire voluntarily an interest in an agreement or proposed agreement in connection with the undertaking of the Project.

4.5 No Legal Bar. The execution, delivery, performance, or observance by the Grantee of this Agreement will not, to the best of the Grantee's knowledge, materially violate or contravene any provisions of: (a) any existing law or regulation, or any order or decree of any court, governmental authority, bureau, or agency; (b) the corporate or other organizational documents of the Grantee, as applicable; or (c) any mortgage, indenture, security agreement, contract, undertaking, or other agreement or instrument to which the Grantee is a party or that is binding on any of its assets including, without limitation, the Development, the result of which would materially or substantially impair the Grantee's ability to perform and discharge its obligations or its ability to complete the revitalization/rehabilitation of the Development under this Agreement.

4.6 No Violation of Law. To the best of the Grantee's knowledge, this Agreement and the operation of the Project and Development as contemplated by the Grantee do not violate any existing federal, State, or local laws or regulations.

4.7 Assurance of Governmental Approvals and Licenses. The Grantee has obtained and, to the best of the Grantee's knowledge, is in compliance with all federal, State, and local

governmental reviews, consents, authorizations, approvals, and licenses presently required by law to be obtained by the Grantee for the Development as of the date hereof.

4.8 Commingling. The Grantee will not mingle or commingle any Proceeds or other funds for the Development with funds derived from or in connection with any other project.

4.9 Representations in Other Documents. All statements contained in any application filed by the Grantee with the Authority, any certification, financial statement, legal opinion or other instrument delivered by or on behalf of the Grantee pursuant to or in connection with this Agreement shall constitute representations and warranties made under this Agreement. All representations and warranties made under this Agreement shall be made as of the date of this Agreement, and as of the date of each Disbursement. All representations and warranties made under this Agreement are correct and complete and shall survive the execution and delivery hereof and shall not be deemed to have been waived by any investigation made or not made by the Authority.

4.10 Eligible Applicant. The Grantee is an eligible applicant for the Grant.

4.11 Additional Documents/Assurances. The Grantee shall, from time to time throughout the Term of the Grant, provide such other information and documentation to the Authority, and shall give such additional assurances to the Authority as the Authority may request in order for the Authority to determine that Grantee is in compliance with the Program Requirements.

ARTICLE 5

COVENANTS AND AGREEMENTS OF GRANTEE

The Grantee covenants and agrees to the following during the entire scheduled Term of the Grant:

5.1 Maintenance of Existence, Qualification, and Authority. The Grantee shall maintain the existence, qualifications, and authority necessary to continue its business and shall comply with all laws and regulations applicable to it, its operations and the Development. The Grantee shall not permit a change in the ownership of the Development nor shall the principals of the Grantee permit a change in the ownership of themselves or of the Grantee, without the prior written consent of the Authority.

5.2 Payment of Liabilities. The Grantee shall pay and discharge in the ordinary course of its business all material obligations and liabilities, the nonpayment of which could have a material or adverse impact on its financial condition, business, or assets or on the operation of the Development, except such obligations and liabilities that have been disclosed to the Authority in writing and are being contested in good faith.

5.3 Compliance with Laws. The Grantee shall promptly and faithfully comply with, conform to and obey all federal, State and local statutes, regulations, rules, ordinances and other legal requirements applicable by reason of the Grant or otherwise applicable to the Development.

5.4 Use of Funds. The Grantee covenants and agrees that it shall use Disbursements only to pay or reimburse Eligible Costs and in accordance with the Project Budget and Allocation of Funds exhibit (or such other exhibit as the Authority may direct) for the Development executed at the Initial Closing by the Grantee and the Authority, as such may be amended from time to time in writing by the Authority and the Grantee (the "Allocation of Funds"). If any Disbursement shall be determined to have been used by the Grantee for something other than an Eligible Cost, an equal amount from non-State funds shall become immediately due and payable by the Grantee to the Authority.

5.5 Ownership. The Grantee shall not sell, lease (except in the ordinary course of business and normal operations) or otherwise dispose of all or any part of the Development without the prior written consent of the Authority and the State.

5.6 No Other Liens. Except for Permitted Encumbrances (as defined in the Mortgage), the Grantee shall not create or incur, or suffer to be created or incurred, or to exist, any additional mortgage, pledge, encumbrance, lien, charge, or other security interest of any kind on the Property, without the prior written consent of the Authority.

5.7 Discharge of Liens. The Grantee shall discharge, bond, or insure over or otherwise collateralize to the Authority's reasonable satisfaction any mechanic's, laborer's, materialman's, warehouseman's, or other lien filed against the Development within thirty (30) days after the date the lien is filed.

5.8 Compliance with Environmental Laws.

a. The Grantee shall give prompt written notice to the Authority of the following:

(i) Any proceeding or inquiry by any governmental authority with respect to the presence of any hazardous or toxic chemicals, materials, substance, or waste in or on the Property or the surrounding real estate or the migration thereof from or to other property;

(ii) All claims made or threatened by any third party against the Grantee or such properties relating to any loss or injury resulting from any hazardous or toxic chemicals, materials, substance, or waste;

(iii) The Grantee's discovery of any occurrence or condition on any real property adjoining or in the vicinity of such properties that would cause such properties or underlying or surrounding real estate or part thereof to be subject to any restrictions on the ownership, occupancy, transferability, or use of the property under any environmental law, rule,

regulation, ordinance or statute, including, without limitation, the Grantee's discovery of any occurrence or condition on any real property adjoining or in the vicinity of such properties.

b. The Grantee agrees to indemnify, defend, and hold the Authority harmless from any and all claims, actions, causes of action, demands, judgments, damages, injuries, administrative orders, consent agreements, orders, liabilities, penalties, costs, expenses (including attorney's fees and expenses), and disputes of any kind whatsoever arising out of or relating to the Grantee's or any other party's use or release of any hazardous or toxic chemicals, materials, substance, or wastes on the Property regardless of cause or origin.

c. The Grantee also agrees to indemnify, defend, and hold the Authority harmless from any and all liability arising out of or relating to any investigation, site monitoring, containment, cleanup, removal, restoration, or other remedial work of any kind or nature relating to any hazardous or toxic chemicals, materials, substance, or waste in or on the Property regardless of cause or origin.

5.9 Financial Reporting. In addition to other reporting requirements set forth in this Agreement and/or any of the other Grant Documents, throughout the entire scheduled Term of the Grant the Grantee shall provide the following financial documentation to the Authority within the applicable time periods prescribed:

a. As required by the Authority, the Grantee shall furnish the Authority with a complete annual financial report prepared and certified by a Certified Public Accountant for the Development based upon an examination of the books and records of the Grantee; containing a detailed, itemized statement of Gross Revenues, Operating Expenses, Surplus Cash and Distributions, if applicable (as all such terms are defined in the Regulatory Agreement), and all other income and expenditures of the Grantee, prepared and certified to be in accordance with the State Audit Guide, as such may be amended from time to time. The financial report shall be prepared in conformity with generally accepted accounting principles and the accuracy and completeness of all information contained in such report shall be certified to by the Grantee or its duly authorized agent.

b. As required by the Authority, the Grantee shall submit to the Authority an itemized budget of the Project's Gross Revenues, Operating Expenses, Surplus Cash and Distributions, if applicable, for the following fiscal year. Such budget shall be accompanied by supporting documentation requested by the Authority. Upon acceptance by the Authority, such budget shall be the Development's operating budget for the ensuing fiscal year.

5.10 Records/Reporting Requirements. The Grantee shall keep and maintain at its offices for a minimum period of five (5) years after the expiration of the scheduled Term of the Grant, complete and accurate records and other documents, including but not limited to books of account, relating to its receipt and disbursement of the Grant and any other records and documents pertaining to the Development that the Authority may require the Grantee to maintain.

Any duly authorized representative of the Authority shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all books of account, records, and other documents of the Grantee relating to the Development for a period of five (5) years after the expiration of the scheduled Term of the Grant. The Grantee shall cooperate fully with the Authority in connection with any interim or final audit relating to the Development that may be required.

5.11 Cost Certification.

The Grantee shall at all times maintain sufficient documentation to demonstrate that allowable revitalization/rehabilitation costs as identified in the Project Budget as accepted by the Authority when added together equal or exceed the amount of the Grant.

Not later than ninety (90) days after substantial completion of the Project, as determined by the Authority, the Grantee shall provide the following to the Authority, in such form and containing such content as the Authority may require:

(a) Cost certifications of the Grantee and of the General Contractor detailing all costs incurred in completion of the revitalization/rehabilitation of the Development. The cost certifications of the Grantee and the General Contractor shall each be accompanied by (i) an unqualified audit report, acceptable to the Authority, from a Certified Public Accountant, based on an audit conducted in accordance with generally accepted auditing standards or (ii) other financial statements required by the Authority containing such information and prepared in such manner as directed by the Authority; and

(b) Such additional information, documentation and certifications regarding revitalization/rehabilitation and funding of the Project as the Authority may require.

In the event that such audit and/or other financial statements, documentation or certification, as may be required by the Authority, demonstrates that the actual expenditures made by the Grantee in connection with the revitalization/rehabilitation of the Project are less than the maximum allowable amounts for Disbursement by the Authority, as set forth herein, any excess Disbursement made by the Authority shall become immediately due and payable by the Grantee to the Authority. Upon repayment by the Grantee of such excess Disbursement, the stated amount of the Grant under this Agreement shall be amended, as applicable, so as to evidence the actual amount of the Grant received by the Grantee.

5.12 Inspection of Development. During the entire scheduled Term of the Grant, any duly authorized representative of the Authority and/or the State shall, at all reasonable times, have access and the right to inspect the Development and the Grantee shall provide access to the Development for such purpose(s).

5.13 Indemnification. In addition to the specific covenants of indemnification in subsections b. and c. of Section 5.8, the Grantee shall and hereby agrees to indemnify, defend, and hold the Authority, its Board of Directors and its employees, representatives and agents, harmless

from and against any and all suits, damages, claims, causes of action, demands, judgments, penalties, costs, expenses, attorneys' fees, and any and all injuries to persons or property and all other matters arising out of or incurred in connection with the performance by the Grantee of the terms, conditions, and covenants of this Agreement or in connection with the operation of the Development.

5.14 Report of Events of Default. The Grantee shall promptly give written notice to the Authority upon becoming aware of any Event of Default beyond any grace, notice or cure period under this Agreement.

5.15 Low and Moderate Income Housing. This Agreement shall remain in full force and effect until the expiration of the scheduled Term of the Grant. The Grantee covenants and agrees that the Development shall constitute low and moderate income housing in accordance with the requirements of the Affordable Housing Program and the provisions of the Grant Documents during the entire scheduled Term of the Grant. The Grantee agrees that the Declaration shall be filed in the Land Records with respect to the Development constituting low and moderate income housing in accordance with the Affordable Housing Program and the applicable State program requirements. The Declaration shall survive any termination of the Grant and shall remain in effect until terminated in writing by the Authority with the prior written consent of the State.

5.16 Insurance Proceeds. The Grantee shall provide all insurance coverages in such amounts and with such providers as the Authority may from time to time require. Insurance proceeds shall be held and expended in accordance with the terms and conditions of the Mortgage. The Grantee shall deposit (with the Authority) the originals (or copies thereof, certified as true and accurate copies) of all insurance policies applicable to the Development, the Grantee and such third parties as the Authority may require. Prior to Project completion, any insurance proceeds remaining after any restoration, replacement or reconstruction of such stage shall necessitate a modification of the Development Budget and the Allocation of Funds. Subsequent to initial completion, any insurance proceeds remaining after any restoration, replacement or reconstruction shall be credited to the Grantee's next annual budget for the Development.

5.17 Fair Housing. The Grantee shall comply with all applicable provisions of Sections 8-37ee-1 through 8-37ee-17 and Sections 8-37ee-300 through 8-37ee-314 of the Regulations of Connecticut State Agencies related to fair housing choice and racial and economic integration.

5.18 Minority Business Enterprises.

a. In consideration of the receipt of the Grant and as a condition thereof, the Grantee agrees that it shall contract with minority business enterprises (as defined in Article 9 of this Agreement) with regards to the construction or rehabilitation of the Development and shall comply with all requirements of Article 9 of this Agreement.

5.19 Project Progress Reporting. The Grantee shall submit progress reports with all requisitions for payment which shall enable the Authority to monitor the Project.

5.20 Anti-displacement and Relocation Assistance Plan. Only temporary, not full or permanent, relocation benefits are Eligible Costs for which Proceeds may be used. Pursuant to the Act (hereafter defined), temporary relocation benefits shall mean relocation costs and alternative housing for not more than sixty (60) days. If any residential tenant relocation is applicable, the Grantee shall provide the Authority and the Commissioner of DOH with a residential anti-displacement and relocation assistance plan and will comply with the plan if persons are displaced as a result of the Project, including compliance with Chapter 135 of the C.G.S., the Uniform Relocation Assistance Act (the "Act"). It is the Grantee's affirmative obligation to comply with all applicable federal, State and local laws and regulations concerning relocation.

5.21 Access for Physically Disabled. The Development shall at all times be in compliance with the State Fair Housing and Handicap Accessibility Requirements set forth in Section 29-269 of the C.G.S. as well as the provisions of the Fair Housing Act set forth in Sections 46a-64b and c of the C.G.S. and the provisions of Section 29-273 of the C.G.S. In addition, the Grantee and the Grantee's management company, if applicable, shall update and maintain accessibility information on DOH's Accessibility database in accordance with the provisions of Section 8-119x of the C.G.S.

5.22 Third-Party Fees and Costs. The Grantee shall be responsible for the payment and/or reimbursement to the Authority of all fees and costs to third parties incurred by the Authority in connection with the Grant.

5.23 Competitive Bidding.

To the extent applicable to the Grantee, as determined by the Authority, the Grantee shall award all contracts related to the Project to the lowest responsible qualified firm, company or vendor based on a competitive selection process. The lowest responsible and qualified firm/company/vendor is the firm/company/vendor whose submission has the lowest total price and who possesses the skill, ability and integrity necessary to perform the work based on past performance and financial responsibility.

5.24 Annual Tenant Demographic Report. Grantee agrees that annually, it shall furnish to the Authority a report on the race and income of households occupying the Project. Such report shall be filed on or before October 31st, for the year ending the preceding September 30th, and shall be in a form prescribed by the Authority. If requested by the Authority, the Grantee shall submit supporting documentation or permit the Authority or its designee to make an on-site inspection to verify the information in the Report.

ARTICLE 6

EVENTS OF DEFAULT – REMEDIES

6.1 Events of Default. The occurrence of any one or more of the following shall constitute an event of default by the Grantee beyond any grace, notice or cure period under this Agreement (an "Event of Default"):

-15-

a. If the Grantee fails to perform or observe any term, covenant, condition or obligation contained in this Agreement and/or shall fail to comply with any provisions of the other Grant Documents and not remedy or correct the same within any applicable cure period.

b. If the Grantee fails to operate the Development in accordance with the Program Requirements.

c. If the Authority declares an Event of Default under the Mortgage.

d. If any representation or warranty made by the Grantee under any of the Grant Documents or any of the reports or documentation filed by the Grantee with the Authority and/or with the State shall be materially untrue as of the time made.

e. If the Grantee fails to comply with any of the covenants, terms and conditions contained in any third-party agreement regarding the Development and such failure is declared an event of default under such relevant agreement(s) and continues as to the rest unabated beyond any applicable grace, notice and cure period.

f. If title to the Property shall be unacceptable to the Authority by reason of any lien, encumbrance or other defect (even though the same may have existed at the time of any prior disbursement), not permitted by the Authority and shown in the Authority Title Policy or otherwise consented to in writing by the Authority, and such defect in title is not cured to the Authority's satisfaction within ninety (90) days of notice thereof to Grantee.

g. If the Grantee assigns this Agreement or any Disbursement to be made hereunder or any interest in either, or if the Development or the Grantee or any interest in the Grantee is conveyed, assigned, transferred, pledged or encumbered in any way without the prior written consent of the Authority.

h. If, except as specifically agreed to by the Authority in writing, (i) the Grantee executes any chattel mortgage or other security agreement on any materials, fixtures or equipment used in the revitalization/rehabilitation or operation of the Development or on articles of personal property located therein, or (ii) any such materials, fixtures or equipment are not in accordance with the Plans and Specs. or are purchased pursuant to any conditional sales contract or other security agreement or otherwise so that the ownership thereof will not vest unconditionally in the Grantee free from encumbrances, or (iii) the Grantee does not furnish to the Authority upon request the contracts, bills of sale, statements, receipted vouchers and agreements, or any of them, under which the Grantee claims title to such materials, fixtures, or equipment.

i. If a petition in bankruptcy or for reorganization or for an arrangement under any bankruptcy or insolvency law or for a receiver or trustee for any of its property is filed by or against the Grantee, and is not dismissed within sixty (60) days thereafter, or a receiver or trustee of any property of the Grantee is appointed and is not discharged within sixty (60) days thereafter, or the Grantee makes an assignment for the benefit of creditors, or admits in writing its inability

to pay its debts, or the Grantee is adjudged insolvent by any state or federal court of competent jurisdiction, or an attachment of execution is levied against any portion of the property of the Grantee which is not discharged within sixty (60) days thereafter.

j. If the Grantee fails to construct or acquire and revitalize/rehabilitate the Development in accordance with the Plans and Specs.

k. If the Grantee fails to complete revitalization/rehabilitation, as applicable, of the Development within the time period established for completion of the Project as set forth in the Construction Progress Schedule accepted by the Grantee and the Authority for the Development.

l. If the Grantee fails to comply with any reporting and/or audit requirements referenced in this Agreement.

6.2 Remedies. Upon the occurrence of an Event of Default beyond any applicable grace, notice or cure period, the Authority may, in its discretion, take one or more of the following actions:

a. Wholly or partly suspend or cease Disbursements.

b. Immediately seek any legal and/or equitable remedies available to the Authority to recover the total amount of Proceeds advanced under the Grant, together with any other unpaid indebtedness under the Grant Documents.

c. Seek specific performance of the Grantee's obligations under this Agreement, apply for an injunction against violation of this Agreement or seek such other relief as may be appropriate in a state or federal court.

d. Pursue any rights or remedies provided for in the Mortgage upon an Event of Default as defined in the Mortgage including, without limitation, foreclosure of the Development.

ARTICLE 7

APPOINTMENT OF POWER OF ATTORNEY; FAILURE TO COMPLETE

7.1 Appointment. If the Grantee at any time prior to the completion of revitalization/rehabilitation of the Development abandons the same or ceases work thereon for an aggregate period of more than ten (10) days, or fails to complete the Development in accordance with the Plans and Specs., the construction contract accepted by the Authority for the Development (the "Construction Contract") and/or the Authority's applicable Design and Construction Standards or makes any changes in any of the same without first securing the written approval of the Authority, or otherwise fails to comply with the terms hereof or an Event of Default has

occurred as defined in Article 6 hereof beyond any applicable grace, notice or cure period, the Authority at its option, may terminate this Agreement. If the Authority so elects to terminate this Agreement, it may (but shall not be obligated to and shall incur no liability to Grantee or any third party for failure so to do) use and apply any funds deposited with it by the Grantee in such manner and for such purpose(s) as it may determine, regardless of the purpose for which such funds were deposited. If the Authority elects not to terminate this Agreement, it may (but shall not be obligated to, and shall incur no liability to Grantee or any third party for failure so to do) enter into possession of the Development and perform any and all work and labor necessary to complete the work at the Development substantially according to the Plans and Specs. and the Construction Contract, and employ an independent contractor(s) to protect the Development. All sums so expended by the Authority shall be deemed to have been paid to the Grantee and secured by the Mortgage and other Grant Documents. For this purpose, the Grantee hereby constitutes and appoints the Authority its true and lawful attorney-in-fact as contemplated in Connecticut General Statutes §§1-350, et. seq., coupled with an interest, with full power of substitution to complete the Development in the name of the Grantee.

7.2 Power of Attorney Authorization. The Grantee hereby empowers said attorney-in-fact as follows:

- a. To use any funds of the Grantee, including any which may be held in escrow and any Proceeds which may remain unadvanced hereunder, for the purpose of completing the work at the Development in the manner called for by the Plans and Specs. and the Construction Contract;
- b. To make such additions, changes and corrections in the Plans and Specs. and/or the Construction Contract as shall be necessary or desirable to complete the Project in substantially the manner contemplated by the Plans and Specs. and the Construction Contract;
- c. To employ the General Contractor and such contractors, subcontractors, agents, architects, and observers as shall be required for said purpose(s);
- d. To pay, settle or compromise all existing bills and claims which may be required by the Construction Contract;
- e. To prosecute and defend all actions or proceedings in connection with the Development or the work at the Development and to take such action and require such performance as it deems necessary; and
- f. To do any and every act which the Grantee might do in its own behalf.

7.3 Additional Power of Attorney Conditions. This power of attorney, which shall be coupled with an interest, shall not and may not be revoked. The Grantee hereby assigns and quitclaims to the Authority all sums unadvanced hereunder and all sums in escrow, conditioned upon the use of said sums for the completion of the Development, such assignment to become

effective only upon the occurrence of an Event of Default beyond all applicable grace, notice or cure periods.

The Grantee agrees to reimburse the Authority upon demand for any costs and expenses (including, but not limited to, reasonable attorneys' fees and costs) which the Authority may incur while acting as the Grantee's attorney-in-fact hereunder, all of which costs and expenses are included in the obligations secured hereby and by the Grant Documents.

ARTICLE 8

MISCELLANEOUS

8.1 Expenses Incurred Upon Event of Default. The Grantee shall reimburse the Authority for all reasonable expenses and costs of collection and enforcement, including reasonable attorneys' fees, incurred by the Authority as a result of one or more Events of Default by the Grantee under this Agreement.

8.2 No Assignment. This Agreement may not be assigned or transferred by the Grantee without the prior written consent of the Authority.

8.3 Amendments. No modification or amendment of any provision of this Agreement shall be effective unless made in writing and signed by all parties.

8.4 Disclaimer of Relationship. Nothing contained in this Agreement, nor any act of the Authority or of the Grantee, or of any other person, shall be deemed or construed by any person to create any relationship of third-party beneficiary, or of principal and agent, of limited or general partnership, or of joint venture. No contractor, subcontractor, mechanic, materialman, laborer, vendor, or other person dealing with the Grantee shall be, nor shall any of them be deemed to be, third-party beneficiaries of this Agreement, but each such person shall be deemed to have agreed (a) that they shall look to the Grantee as their sole source of recovery if not paid, and (b) that they may not enter any claim or bring any action against the Authority or the State under any circumstances. Except as provided by law, each such person shall be deemed to have waived in writing all right to seek redress from the Authority and the State under any circumstances whatsoever.

8.5 Survival of Covenants. All representations, warranties, covenants, and agreements made by the Grantee in connection with this Agreement and all certificates delivered by the Grantee, the General Contractor and/or the Architect shall survive the execution of this Agreement and the completion of the Project and shall remain in full force and effect throughout the entire scheduled Term of the Grant; provided, further, that no third party, other than DOH, shall be entitled to rely on any representations, warranties, covenants, agreements, or certificates.

8.6 Notices. Any and all notices or other communications required or permitted under this Agreement shall be in writing and shall be sufficiently given when delivered in person to, or sent by, first-class mail, postage prepaid, addressed as follows:

If to the Authority: Attention: President – Executive Director
Connecticut Housing Finance Authority
999 West Street
Rocky Hill, CT 06067

With a copy to: General Counsel's Office
Connecticut Housing Finance Authority
999 West Street
Rocky Hill, CT 06067

If to the State: Department of Housing
505 Hudson Street
Hartford, CT 06106-7106
Attn: Commissioner of Housing

With a copy to: Assistant Attorney General – Housing
55 Elm Street
Hartford, CT 06106

If to the Grantee: Ledyard Housing Authority
60 Kings Highway
Ledyard, CT 06335
Attn: Executive Director

With a copy to: Connecticut Urban Legal Initiative, Inc.
University of Connecticut School of Law
35 Elizabeth Street, Room K-202
Hartford, CT 06105
Attn: Barbara S. McGrath, Esq.

8.7 Governing Law. Except to the extent preempted by applicable federal law, the laws of the State shall govern all aspects of this Agreement, including execution, interpretation, performance, and enforcement.

8.8 No Waiver. Neither failure nor delay on the part of the Authority in exercising any right under this Agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such right preclude any further exercise thereof or the exercise of any other right. No waiver of any provision of this Agreement or consent to any departure by the Grantee therefrom shall be effective unless the same shall be in writing, signed on behalf of the Authority by a duly authorized officer thereof, and the same shall be effective only in the specific instance for which it is given. No notice to or demand on the Grantee in any case shall entitle the Grantee to any other or further notices or demands in similar or other circumstances, or constitute a waiver of any of the Authority's right to take other or further action in any circumstances without notice or demand.

8.9 Remedies Cumulative. All powers and remedies given by this Agreement shall be cumulative and in addition to those otherwise provided by law.

8.10 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall collectively constitute one and the same instrument for all purposes.

8.11 Binding of All Successors and Assigns. All the terms and provisions of this Agreement shall be binding on and inure to the benefit of the parties hereto, and the successors and assigns of the Authority and any permitted successors and assigns of the Grantee.

8.12 Severability. The invalidity, illegality, or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity, legality, or enforceability of the remaining provisions hereof or thereof.

8.13 Headings. The headings of the articles, sections, and paragraphs used in this Agreement are for convenience only and shall not be read or construed to affect the meaning or construction of any provision.

8.14 Warranties/Representation. It is understood that the Authority has relied upon each of the warranties and representations of the Grantee contained herein and would not have entered into this Agreement but for said warranties and representations.

8.15 Jurisdiction. The Grantee agrees that the execution of this Agreement, all of the other Grant Documents and any other documents executed by the Grantee and delivered to the Authority in connection with this Agreement, and the performance of the Grantee's obligations hereunder and thereunder, shall be deemed to have a Connecticut situs and the Grantee shall be subject to the personal jurisdiction of the courts of the State with respect to any action the Authority or its successors or assigns may commence hereunder or thereunder. Accordingly, the Grantee hereby specifically and irrevocably consents to the jurisdiction of the courts of the State with respect to all matters concerning this Agreement or any of the other documents executed by the Grantee and delivered to the Authority in connection with this Agreement.

ARTICLE 9

LAWS, REGULATIONS, RULES AND EXECUTIVE ORDERS

9.1 Compliance with Local, State and Federal Laws, and Maintenance of Property. In the administration, revitalization/rehabilitation and operation of the Development, the Grantee shall comply with all pertinent provisions of local, State and federal law applicable to it and/or the Development. Failure to do so shall constitute an Event of Default by the Grantee under this Agreement.

9.2. Compliance with Nondiscrimination and Affirmative Action in accordance with CGS § 4a-60. The Grantee agrees to provide each labor union or representative of workers with which the Grantee has a collective bargaining agreement or other contract or understanding and each vendor with which the Grantee has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Grantee's commitments under this section, and to post copies of such notice in conspicuous places available to be seen by employees and applicants for employment.

Specifically, but not by way of limitation, the Grantee agrees to the following:

(A) Definitions. For the purposes of subsection (B) of this Article 9, the following terms are defined as follows:

1. **"Commission"** means the Connecticut Commission on Human Rights and Opportunities

2. **"Contract"** and **"contract"** means this Agreement and any extension or modification of this Agreement;

3. **"Contractor"** means the Grantee and includes any successors or assigns of the Grantee;

4. **"Gender identity or expression"** means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.

5. **"Good faith"** means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

6. **"Good faith efforts"** shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

7. **"Intellectual disability"** means a significant limitation in intellectual functioning and deficits in adaptive behavior that originated during the developmental period before eighteen years of age;

8. **"Marital status"** means being single, married as recognized by the

State of Connecticut, widowed, separated or divorced;

9. **“Mental disability”** means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association’s “Diagnostic and Statistical Manual of Mental Disorders”, or a record of or regarding a person as having one or more such disorders;

10. **“Minority business enterprise”** means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of CGS § 32-9n; and

11. **“Public works contract”** means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of subsection (B) of this Article 9, the terms **“Contract”** and **“contract”** do not include a contract where each contractor is (a) a political subdivision of the State, including, but not limited to, a municipality, (b) a quasi-public agency, as defined in CGS § 1-120, (c) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in CGS § 1-267, (d) the federal government, (e) a foreign government, or (f) an agency of a subdivision, agency, state or government described in the immediately preceding items (a), (b), (c), (d) or (e).

(B) Nondiscrimination.

1. The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability 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 the contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability 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.

2. The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission.

3. The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor agrees to comply with each provision of CGS §§ 4a-60, 46a-68e and 46a-68f and with each regulation or relevant order issued by the Commission pursuant to CGS §§ 46a-56, 46a-68e, 46a-68f and 46a-86.

5. The contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of CGS §§ 4a-60 and 46a-56.

6. The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation.

7. The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the contractor's commitments under CGS § 4a-60a, and to post copies of the notice in conspicuous places available to employees and applicants for employment.

8. The contractor agrees to comply with each provision of CGS § 4a-60a and with each regulation or relevant order issued by said Commission pursuant to CGS § 46a-56; and

9. The contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of CGS §§ 4a-60a and 46a-56.

If the contract is a public works contract, the contractor agrees and warrants that he or she or it will make good faith efforts to employ Minority business enterprises as subcontractors and suppliers of materials on such public works project.

Determination of the contractor's good faith efforts shall include, but shall not be limited to, the following factors: the contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of Minority business enterprises in public works projects. The contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

The contractor shall include the provisions of subsections (1) through (9) of this subsection (B) in every subcontract or purchase order entered into in order to fulfill any obligation of the contract and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with CGS § 46a-56; provided if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

The contractor agrees to comply with the statutes, regulations, and other legal requirements referred to in this subsection (B) as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of the Contract and any amendments thereto.

9.3. Campaign Contribution and Solicitation Prohibitions. For all State contracts, as defined in CGS § 9-612, as amended from time to time, having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the Grantee's authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations."

9.4. Compliance with Executive Orders.

(A) Executive Order No. 3. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this Agreement may be cancelled, terminated or suspended by the State Labor Commissioner for violation or of 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 Agreement. The parties to this Agreement, 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 Agreement performance in regard to nondiscrimination, until the Agreement is completed or terminated prior to completion. The Grantee agrees as part

consideration hereof, that this contract is subject to the guidelines and rules issued by the State Labor Commissioner to implement Executive Order No. Three and that it will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State and the State Labor Commissioner.

(B) Executive Order No. 17. This Agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this Agreement may be cancelled, terminated or suspended by the Commissioner 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 Agreement. The parties to this Agreement, as part of the consideration hereof, agree that the 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 Agreement performance in regard to listing all employment openings with the Connecticut Employment Service.

(C) Executive Order No. 16. This Agreement is subject to, and Grantee hereby agrees to abide by Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, and, as such, this Agreement may be cancelled, terminated or suspended by the State for violation or noncompliance with said Executive Order No. Sixteen.

(D) Executive Order No. 14 and Executive Order No. 49. The Agreement may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, and Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office in accordance with their respective terms and conditions. If Executive Orders 14 or 49 are applicable, they are deemed to be incorporated into and are made a part of the Agreement as if they had been fully set forth in it. At the Grantee's request, the State shall provide a copy of these orders to the Grantee.

9.5. Summary of State Ethics Laws. Pursuant to the requirements of CGS § 1-101qq, the summary of State ethics laws developed by the State Ethics Commission pursuant to CGS § 1-81b is incorporated by reference into and made a part of this Agreement as if the summary had been fully set forth in this Agreement.

ARTICLE 10

ADDITIONAL REPRESENTATIONS

10.1 Additional Representations. The Grantee hereby represents to the Authority that the Grantee (a) has not been cited for three or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act during the

three years immediately preceding the date hereof, which violation(s) (i) were cited in accordance with provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970 and (ii) were not abated within the time fixed by the citations and (iii) have not been set aside, and (b) has not received one or more criminal convictions related to the injury or death of any employee in such three-year period.

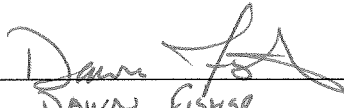
The Grantee shall comply with the Civil Rights Acts of 1964 and 1968 and Executive Orders relating thereto, as applicable. The Grantee also shall comply with Sections 4a-60, 4a-60a and 4-61dd of the C.G.S., incorporated herein by reference.

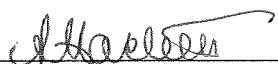
False statements made herein are punishable under the penalty for false statements set out in C.G.S. Section 53a-157b.

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IN WITNESS WHEREOF, the signatory below is provided by a duly authorized person with full and complete authority to bind the party noted below, its successors and assigns on the date indicated below.

**CONNECTICUT HOUSING
FINANCE AUTHORITY**



DAWN FISHER


Sue Hackett

By: 


Nandini Natarajan
Chief Executive Officer-Executive Director

STATE OF CONNECTICUT)
)
COUNTY OF HARTFORD)

ss. ROCKY HILL

September 12, 2022

Personally appeared, Nandini Natarajan, Chief Executive Officer-Executive Director of the CONNECTICUT HOUSING FINANCE AUTHORITY, duly authorized as aforesaid Signer and Sealer of the foregoing Instrument and acknowledged the same to be her free act and deed and the free act and deed of said Authority, on behalf of said Authority, before me.



Commissioner of the Superior Court
Notary Public
Sue Hackett
Notary Public
My Commission Expires 6/30/2026

By: Colleen Lauer
Colleen Lauer
Executive Director

Dusty Lockamy
Dusty Lockamy
Barbara S. McGrath
Barbara S. McGrath

STATE OF CONNECTICUT)
) ss. LEDYARD
COUNTY OF NEW LONDON)

Sept 13, 2022

Personally appeared, Coleen Lauer, Executive Director of **LEDYARD HOUSING AUTHORITY**, a housing authority organized and existing under the laws of the State of Connecticut, as aforesaid Signer and Sealer of the foregoing Instrument and acknowledged the same to be her free act and deed as Executive Director of **LEDYARD HOUSING AUTHORITY**, and that said instrument was signed on behalf of and with the authority of said corporation, before me.

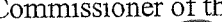

Commissioner of the Superior Court/
Notary Public *Barbara S. McGrath*

EXHIBIT A

Property Description

A certain tract or parcel of land, situated on the SOUTHWESTERLY SIDE OF CHRISTY HILL ROAD and the SOUTHERLY SIDE OF KINGS HIGHWAY, in the Town of Ledyard, County of New London, State of Connecticut and shown as parcel no.1 on a plan entitled PLAN SHOWING PROPERTY OF LAWRENCE H. ROBINSON, GERALD J. TERHEYDEN JR., CHRISTY HILL ROAD, KINGS HIGHWAY, LEDYARD, CONNECTICUT, SCALE 1" = 60', DECEMBER 1982, GEORGE H. DIETER, L.S., REV. 6-6-83, W.CHIAPPERINI, L.S." which plan is to be filed in the Ledyard Town Clerk's Office, and said tract or parcel is bounded and described as follows:

Beginning at a point in the Southerly line of Kings Highway, said point being at a stone wall intersection of the Northwest corner of the herein described parcel and the Northeast corner of the land now or formerly of Norman K. and Rita M. Churchill as shown on said plan, and then running N 73° 44' 50" along a stone wall marking the Southerly line of Kings Highway 346.25 feet to a point in said stone wall; thence running N 84° 21' 10" E along said stone wall 195.04 feet to a point; thence running N 70° 42' 20" E along said wall 12.22 feet to a point; thence running N 75° 07' 20" E along said wall 28.85 feet to a point at the end of said wall; thence running N 68° 49' 10" E in a straight line 24.69 feet; thence running N 73° 46' 30" E along stone wall 70.14 feet to a point in said wall; thence running S 62° 35' 50" E along said wall 41.21 feet to a point in said wall; thence running S 48° 32' 40" E along said Wall 9.83 feet to a point in said wall; thence running S 37° 31' 40" E along said wall 96.62 feet to the end of said wall; thence running S 40° 03' 50" along the Southwesterly line of Christy Hill Road 161.17 feet; thence running S 39° 34' 10" E along said Southwesterly line of Christy Hill Road and along stone wall 40.64 feet to a point; thence running S 33° 26' 56" E along said road line and said stone wall 26.50 feet to a point which is the Northeast corner of the herein described parcel; thence running S 27° 01' 10" W along property now or formerly of the Town of Ledyard in a straight line 168.98 feet; thence running S 25° 22' 40" W along said Town of Ledyard land 224.28 feet to a point; thence running S 17° 54' 40" W along said Town of Ledyard Land 100.84 feet to a point; thence running S 22° 13' 00" W along said Town of Ledyard land 338.19 feet to a point; thence turning and running N 84° 53' 53" W for a distance of 490.89 feet to the northeasterly corner of land now or formerly of Ware P. and Elaine M. Affeldt, bounded southerly by land of the Town of Ledyard; thence N 85° 34' 00" W along a stone wall 177.00 feet to a wall corner marking the Southeast corner of land now or formerly of Norman K. and Rita M. Churchill; thence running N 1° 45' 30" E along said wall 357.99 feet to a point; thence running N 44° 24' 10" W along said wall 12.22 feet to a point; thence running N 21° 28' 40" E along said wall 218.96 feet to a point; thence running S 85° 32' 30" E along said wall 3.73 feet to a point; thence running N 1° 25' 50" E along said wall 261.15 feet to the point and place of beginning, the last five (5) courses being bounded by property of said Churchill.

Said premises contain 17.37 acres.

Being a portion of the premises described as SECOND TRACT in a Quit Claim Deed from Lawrence H. Robinson to Lawrence H. Robinson and Gerald J. Terheyden Jr. dated July 12, 1979, and recorded in Volume 116, page 119 of the Ledyard Land Records, and further being a portion of the property conveyed by Lawrence H. Robinson and Gerald J. Terheyden Jr. to the Town of Ledyard by deed recorded immediately prior hereto.

Excepting therefrom the portions of roadway subsequently acquired by the Town of Ledyard in a certain condemnation action affecting the boundary along King's Highway and Christy Hill Road, substantially as shown on the 1990 map entitled "Map Showing Land to be Transferred to and from Irving H. Norman Inc., August 1990, Cummings & Lafayette."



Exhibit B

Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

Acknowledgement of Receipt of Explanation of Prohibitions for Incorporation in Contracting and Bidding Documents

This notice is provided under the authority of Connecticut General Statutes § 9-612 (f) (2) and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder, of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of state senator or state representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 07/18

Page 2 of 3



DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100.

"Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has managerial or discretionary responsibilities with respect to a state contract, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax return of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fundraising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee, serving on the committee that is hosting a fundraising event, introducing the candidate or making other public remarks at a fundraising event, being honored or otherwise recognized at a fundraising event, or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. "Solicit" does not include (i) making a contribution that is otherwise permitted under this chapter, (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office, (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this subdivision, or (v) mere attendance at a fundraiser.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty-first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 07/18

Page 3 of 3



ACKNOWLEDGEMENT OF RECEIPT

Colleen M Lauer

SIGNATURE

06/15/2021

DATE (mm/dd/yyyy)

NAME OF SIGNER

First Name	MI	Last Name	Suffix
Colleen	M	Lauer	

TITLE

Executive Director

COMPANY NAME

Housing Authority of the Town of Ledyard

Additional information may be found on the website of the State Elections Enforcement Commission,

www.ct.gov/seec

Click on the link to "Lobbyist/Contractor Limitations"



TOWN OF LEDYARD

741 Colonel Ledyard
Highway
Ledyard, CT 06339-1511

File #: 24-0114

Agenda Date: 2/5/2024

Agenda #: 4.

REPORT

Staff/Committee Report:

Tenant Representative Comments



TOWN OF LEDYARD

741 Colonel Ledyard
Highway
Ledyard, CT 06339-1511

File #: 24-0118	Agenda Date: 2/5/2024	Agenda #: 1.
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MINUTES

Minutes:

MOTION to approve the Housing Authority Special Meeting Minutes of November 20, 2023 and the Housing Authority Special Meeting Mintes of December 28, 2023



Chairman
Charles Duzy

TOWN OF LEDYARD

Housing Authority

Meeting Minutes - Draft Minutes

60 Kings Highway
Kings Corner Manor
Gales Ferry, Connecticut 06335

Special Meeting

Monday, November 20, 2023

7:00 PM

Kings Corner Manor

I. CALL TO ORDER

Chairman Duzy called the meeting to order at 7:00 p.m.

II. ROLL CALL

Present Board Member Thomas Cassabria
Board Member Dayna Waterhouse
Chairman Charles Duzy
Board Member Paula Crocker
Board Member Margaret Boyd

III. OPENING AND CLOSING THE FLOOR TO TENANTS, RESIDENTS & PROPERTY OWNERS COMMENTS

Comments limited to (3) three minutes. Total Time (30) minutes

Ms. Sonn Unit # 19 asked why this was a special meeting?

Mr. Duzy responded that the regular meeting was cancelled due to lack of quorum and any meeting other than a regular meeting is a special meeting.

Mr. Ed Murray referred to Connecticut law regarding tenant representatives. Mr. Murray referred to the minutes of August 21, 2022. He stated that under new business there was a motion and possible action to adopt tenant commissioner election procedures and supporting documents. Mr. Murray added that the motion was approved and after there was no further mention of this action and perhaps it was discussed offline. Mr. Murray added as a reminder under State Statute 841B the Authority shall designate a tenant organization and it implies that it is the Authorities responsibility to make sure the tenants understand they have a right to have an organization and how to establish that organization. Mr. Murray added this would allow the tenant organization to make decisions as a group and designate who the representative would be.

Ms. Eleanor Murray referred to the smoking policy that sends tenants down to the end of the street to an abandoned building at Stonington Institute where they are not welcome to smoke. Ms. Murray stated it is her understanding residents have been stopped at least twice by police. Ms. Murray stated she understands that there will be a sidewalk built at the Town's expense down to the Mayor's apartment building. Ms. Murray believes this quite an adjustment for

people to make in the bad weather. Should anyone get sick or hurt in the snow or otherwise hassled by the Police there will be liability to be concerned about. Ms. Murray hopes her comments will be on the record and reflected accurately. Ms. Murray stated that every other housing authority has a spot 25 feet from a building, in a little gazebo where people can smoke quite nicely. Ms. Murray referred to the issues of power outages. Ms. Murray stated that tenants should be able to have a little power pack or battery in their apartments when the power is out so that oxygenators and wheel chairs can be recharged. Ms. Murray added that batteries are safe.

Ms. Fernandez Unit #3 suggested the extra shed be moved to the farther end of the parking lot to be used as a smoking area. This would be closer than walking to the end of the driveway.

Ms. Sonn Unit #19 stated although she is opposed to smoking, she would like to second the suggestion of Ms. Fernandez for the safety and well being of the people that live here and it would be a safe and fiscally responsible way to deal with the issue.

IV. BOARD MEMBER COMMENTS

None

V. REPORTS

1. MOTION to accept the payment of Bills and Financial Report

Discussion

Mr. Duzy asked for the balance in the STIF account. Mr. Lauer stated that the balance is \$1000 more than the month before and she will get the number before the end of the meeting.

RESULT: APPROVED AND SO DECLARED

MOVER: Charles Duzy

SECONDER: Margaret Boyd

AYE 5 Cassabria Waterhouse Duzy Crocker Boyd

2. Reports of the Executive Director

- Ledyard Social Services will be providing holiday baskets this year to Ledyard Food Pantry guests. If you are not currently a guest of the LFP please fill out an application (in the community building hallway) and return to Kristen at the Town Hall. Christmas basket forms need to be returned by 11/21.
- We are negotiating a contract with the laundry company, we were able to keep the increase down to just 25 cents. When the new machines are installed it will be \$1.25 to wash/dry.
- Ms. Lauer spoke with the Mayor, the town will be installing a sidewalk and a bump out in the easement that will attach to the current sidewalk by the condos. Call before you dig has been notified, the town is waiting on 3 bids per their procurement policy and then the work will be completed.

- Sean Condon from Ageless Insurance is available to come do a presentation or speak one on one with tenants about the Medicare plans available. Let me know if there is any interest.
- Recertification packets will be going out soon. Save your October/November/December and possibly January bank statements as these are needed for your recertification with your December 31st bank balance.
- The Beautification Committee will be delivering the wreaths to tenants that signed up on Saturday December 2 at 1:00 pm.
- The Ledyard Lights Jeep tour is Sunday, December 10th.
- American Heritage Girls will be caroling December 22nd.
- Now that the interior renovations are complete we have a few units that are empty. We will offer current tenants the opportunity to transfer to another unit as we did when the renovations began. The transfer request form is available in the hallway. If you are interested please see me, walking round a paper tomorrow, these transfers will have to happen in December so that we can get units rented out at the beginning of the year.

3. Reports of the Chairman

None

4. Tenant Representative Comments

Ms. Waterhouse stated that she did not find anything in the minutes that were incorrect. Ms. Waterhouse stated maybe there was a miswording or misunderstanding but she could not find anything wrong.

VI. APPROVAL OF MINUTES

1. MOTION to approve the Housing Authority regular meeting minutes of September 5, 2023.

Mr. Duzy stated that there were comments about the September minutes at the last meeting and he asked for issues with the minutes to be submitted in writing. Mr. Duzy stated he understood that did not happen and after consultation with the Town if there are comments about the minutes those comments will be reflected in this meeting and the September minutes will be approved unless the Board thinks there is something wrong. Mr. Duzy asked if the Housing Director or the Board has received anything in writing. The Board and Director responded they had not received anything.

Ms. Lauer added she had provided Ms. Sonn with the portion of the minutes with her statements and asked for the minutes to be marked up and returned and that did not happen.

Ms. Sonn Unit #19 stated she is going blind and she cannot be told to write things up. Ms. Sonn stated there are accommodations in her home that are not working because Colleen, James and Lou plugged and unplugged plugs and did not know what they were doing. Ms. Sonn approached Ms Lauer and said four items in the notes that were misquoted, that these were not major but words were left out. Ms. Sonn stated she never said she had fire pits or tiki torches in

her backyard by her bedroom but that she does not want smoke from the fire pits or tiki torches in her back yard by her bedroom. Ms. Sonn stated that is a huge difference. Ms. Soon stated this has been brought to the attention of the police and the Department of Justice and if those notes are posted as previously written she will file an arrest warrant. Ms. Sonn continued to express her concerns regarding the minutes.

RESULT: APPROVED AND SO DECLARED

MOVER: Charles Duzy

SECONDER: Margaret Boyd

AYE 5 Cassabria Waterhouse Duzy Crocker Boyd

2. MOTION to approve the Housing Authority regular meeting minutes of October 2, 2023

RESULT: APPROVED AND SO DECLARED

MOVER: Charles Duzy

SECONDER: Thomas Cassabria

AYE 5 Cassabria Waterhouse Duzy Crocker Boyd

VII. OLD BUSINESS

1. Suggestion Box

None

2. Renovation Updates

- BRD's process to replace damaged items was received and posted. Any issues you have given me have been forwarded to BRD. If you have any damages that have not yet been reported please get them to me as soon as possible.
- Due to unforeseen circumstances the punch and back punch were not completed today. We are still waiting on the new day/time and I will get that out. The architects will be entering each unit whether you are home or not. The architect will again give a list to BRD for items that do not meet their standards.
- We are in the home stretch, the parking spaces have been lined. BRD turned over the last 3 units on the 17th. The Connex boxes are gone, the work trailer is scheduled to be picked up November 29th. There will still be workers here completing punch and back punch items. I will pass along the schedule BRD gives me and the work will be completed whether you are home or not. The architects will have to come and do one final punch for items that do not meet the architectural standards. Hoping to be out of here by mid December.

3. Discussion and possible action regarding the Smoking Policy

Mr. Duzy suggested that there be no further discussion until the Town puts in the sidewalk

4. Discussion and possible action on the Housing Authority monthly meeting location. Vote for the monthly meeting location - ballots are available in the office, 1 per tenant. Voting closes on 2/20/2024 and votes will be opened/counted at the 3/24/2024 meeting.

Monthly Meeting Survey - Please choose 1

_____ VOICE record the meetings at Kings Corner Manor with loaned equipment from the Town when available (No cost)

_____ Zoom Link (voice record/video) can join from computer/phone at home (Owl equipment \$1899.05+ and Laptop \$300+ required equipment)

_____ Move the meetings to the Town Hall Annex

Monthly Meeting Survey

A _____ Keep the meeting at Kings Corner Manor - 1st Monday of the month at 7pm

B _____ Keep the meeting at Kings Corner Manor - 1st Monday of the month at 7pm & record the meetings

C _____ Keep the meeting at Kings Corner Manor - 1st Monday of the month at 7pm & provide a Zoom Link (record/video)

D _____ Move the meeting to the Town Hall Annex - First Monday of the month at 7pm

E _____ Move the meeting to the Town Hall Annex - New day & time

Tenants voted A - 9, B - 7, C - 7, D -0, E - 1 ... 2 votes checked multiple boxes (1 voted for A/B/C and 1 voted for A/B)

The Board discussed the options and determined that the best course of action was to redo the tenant monthly meeting voting survey. Mr. Duzy added that he would like to consult with the Town regarding recording requirements.

MOTION to redo the vote by tenants on the meeting location/recording of the meeting

VIII. NEW BUSINESS

1. Discussion and possible action to amend current late fee in lease/tenant rules & regulations

MOTION to amend the current late fee to \$5.00 per day due to State Statute change

2. MOTION to approve the Ledyard Housing Authority 2024 Meeting dates

RESULT: APPROVED AND SO DECLARED

MOVER: Dayna Waterhouse

SECONDER: Charles Duzy

AYE 5 Cassabria Waterhouse Duzy Crocker Boyd

Ms. Lauer briefly excited to meeting to obtain the STIF account balance. There was a back and forth discussion between the board and public in attendance regarding the ownership of the property and the smoking policy.

IX. ADJOURNMENT

Mr.Cassabria moved the meeting be adjourned, seconded by Ms. Crocker.

The meeting adjourned at 7:45 p.m.

VOTE: 5 - 0 Approved and so declared

Respectively Submitted,

Chairman Duzy
Housing Authority

DISCLAIMER: Although we try to be timely and accurate these are not official records of the Town.



Chairman
Charles Duzy

TOWN OF LEDYARD

Housing Authority

Meeting Minutes - Draft Minutes

60 Kings Highway
Kings Corner Manor
Gales Ferry, Connecticut 06335

Special Meeting

Thursday, December 28, 2023

8:30 AM

Kings Corner Manor

I. CALL TO ORDER

Chairman Duzy called the meeting to order at 8:30 a.m.

II. ROLL CALL

Present Board Member Thomas Cassabria
Board Member Dayna Waterhouse
Chairman Charles Duzy
Board Member Paula Crocker
Board Member Margaret Boyd

In addition, the following were present:
Colleen Lauer - Housing Authority Director
Eleanor Murray - Resident

III. BUSINESS OF THE MEETING

1. Discussion and possible action on a MOTION to adopt the Housing Authority proposed FY2024 budget.

Discussion:

Ms. Crocker inquired why the salary amounts were larger in the months of April and December.

Ms. Lauer responded that salaries are paid every other week and there were three (3) pay periods in April and December.

Ms. Crocker stated she misunderstood and thought salaries were paid twice per month.

MOTION to adopt the Housing Authority proposed FY 2024 Budget

Ms. Eleanor Murray began to speak and was informed by Ms. Lauer that public comment was not allowed during this portion of the meeting. Ms. Murray then requested a copy of the proposed budget and Chairman Duzy replied that the Housing Authority was not a public organization.

RESULT: APPROVED AND SO DECLARED

MOVER: Charles Duzy

SECONDER: Margaret Boyd

AYE 5 Cassabria Waterhouse Duzy Crocker Boyd

IV. ADJOURNMENT

Mr. Duzy moved the meeting be adjourned, seconded Ms. Crocker.

The meeting adjourned at 8:35 a.m.

VOTE: 5-0 Approved and so declared

Respectively Submitted,

Chairman Duzy
Housing Authority

DISCLAIMER: Although we try to be timely and accurate these are not official records of the Town.



File #: 24-0117	Agenda Date: 2/5/2024	Agenda #: 1.
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AGENDA REQUEST
GENERAL DISCUSSION ITEM

Subject:
Suggestion Box

Background:
(type text here)

Department Comment/Recommendation:
(type text here)



TOWN OF LEDYARD

741 Colonel Ledyard
Highway
Ledyard, CT 06339-1511

File #: 22-844	Agenda Date: 2/5/2024	Agenda #: 2.
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AGENDA REQUEST
GENERAL DISCUSSION ITEM

Subject:
Renovation Updates

Background:
(type text here)

Department Comment/Recommendation:
(type text here)



File #: 23-1947

Agenda Date: 2/5/2024

Agenda #: 3.

POLICY-PROCEDURE

Motion/Request:

Discussion and possible action regarding the Smoking Policy

Background:

The Community Relations Committee at the September 20, 2023 meeting requested that the Housing Authority revisit the smoking policy.

Department Comment/Recommendation:

(type text here)

Mayor Comment/Recommendation:

(type text here)

Body:

(type text here)

Addendum B – Smoke-Free Housing Policy Lease Addendum

Tenants and all members of Tenant's household are parties to a written Lease Agreement with the Ledyard Housing Authority (henceforth known as the Housing Authority). The Addendum states the following additional terms, conditions, and rules are incorporated into the Lease Agreement and supersedes previous versions of the Smoke-Free Housing Policy and any language contrary in the Lease Agreement.

1. Purpose of Policy.

This smoke-free policy is intended to benefit the Housing Authority and all of its tenants, visitors, and staff by mitigating:

- (A) The irritation and known adverse health effects of secondhand smoke;
- (B) The increased maintenance, cleaning, and redecorating costs from smoking;
- (C) The increased risk of fire from smoking; and
- (D) The higher costs of fire insurance for a non-smoke free building.

2. Definitions.

"Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any manner or in any form. "Smoking" also includes the use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form.

"Electronic Smoking Device" means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person in any manner for the purpose of inhaling vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, or vape pen, or under any other product name or descriptor.

3. All Buildings To Be Smoke-Free.

All buildings and grounds will be smoke free effective August 1, 2023. Smoking is prohibited in all apartments, including any associated decks or patios, apartment entryways including, but not limited to: bedroom, hallway, kitchens bathroom, and in the common areas of the Housing Authority buildings including but not limited to: community room, community bathroom, lobby, laundry room, office, maintenance room, shed and gazebo.

4. Smoking on Grounds of the Housing Authority.

Smoking is prohibited anywhere on the grounds, entryways, patios, and yards or on the grounds adjoining housing and office buildings effective August 1, 2023.

5. Applicability of Policy.

This Policy is applicable to all Tenants, Housing Authority employees, visitors, contractors, volunteers, and vendors.

6. Responsibilities of Tenants.

Tenants shall inform their guests and visitors of the smoke-free policy. Further, a Tenant shall promptly give the Housing Authority a written statement of any incident where tobacco or marijuana smoke, or vapor from an electronic cigarette, is migrating into the Tenant's apartment from sources outside the Tenant's apartment.

7. Housing Authority to Promote Smoke-Free Policy.

The Housing Authority shall post no-smoking signs in conspicuous places on the grounds and administrative office buildings. In addition, the Housing Authority shall provide copies of this Policy to all Tenants and prospective Tenants.

8. Other Tenants are Third-Party Beneficiaries of the Policy.

Tenant agrees that the other Tenants on the Premises are third-party beneficiaries of the Smoke-Free Housing Policy. A Tenant may bring legal action against another Tenant related to this smoke-free policy, but a Tenant shall not have the right to evict another Tenant. Any legal action between Tenants related to this Policy shall not create a presumption that the Housing Authority breached the Lease.

Adopted 7/6/2021 Updated 8/1/2023

9. Violations of Policy.

A violation of this smoke-free Policy shall be considered a material breach of the Tenant's Lease and grounds for enforcement actions, including eviction, by the Housing Authority. A Tenant who violates the Policy shall also be liable to the Housing Authority for the costs of repair to the Tenant's apartment due to damage from smoke odors or residue.

10. Housing Authority Not Guarantor of Smoke-Free Environment.

The Housing Authority's adoption of this smoke-free Policy does not make the Housing Authority or any of its officers, employees, or agents, the guarantor of the health of any Tenant or of the smoke-free condition of the portions of its properties in which smoking is prohibited under the Policy. However, the Housing Authority will take reasonable steps to enforce the Policy. The Housing Authority is not required to take steps in response to smoking in violation of this Policy unless the Housing Authority either has actual knowledge of the smoking and the identity of the responsible Tenant or has been given written notice of the smoking.

11. Housing Authority Disclaimer.

The Housing Authority's adoption of this smoke-free Policy does not in any way change the standard of care that the Housing Authority would have to render buildings and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. The Housing Authority specifically disclaims any implied or express warranties that the building, common areas, or tenants' premises will have any higher or improved air quality standards than any other rental property. The Housing Authority cannot and does not warrant or promise that the rental premises or common areas will be free from secondhand smoke or vapor. The Housing Authority's ability to police, monitor, or enforce the provisions of this Policy is dependent in significant part on voluntary compliance by tenants and their guests/visitors. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that the Housing Authority does not assume any higher duty of care to enforce this Policy than any other Housing Authority obligation under the Tenants' Lease Agreement. Action will be taken for non-compliance.

12. Effect on Tenants.

Tenant acknowledges that the Housing Authority retains the right to install devices that have the ability to detect cigar, cigarette or any other tobacco product in any apartment where the tenant is or may be suspected of smoking. Additionally, the Housing Authority has the right to conduct inspections and assessments of apartments with proper notice to the Tenant. Failure to adhere to the Smoke-Free Housing Policy is cause for further legal proceedings up to and including eviction.

13. Waivers.

There will be no waivers.

I have read and been informed about the content of the Smoke-Free Housing Policy Lease Addendum for tenants at Ledyard Housing Authority and I have received a copy of the policy. I understand that if I have questions, at any time, regarding the Smoke-Free Housing Policy Lease Addendum, I can contact the office of the Ledyard Housing Authority.

Owner Representative, Ledyard Housing Authority

Date

Tenant

Date



Welcome to Kings Corner Manor Town of Ledyard Housing Authority

Tenant Rules & Regulations Handbook

The Ledyard Housing Authority has a Smoke Free Policy

The Ledyard Housing Authority (LHA) retains full authority over all matters concerning the management of Kings Corner Manor (KCM). Read the following information carefully. Thank you for your cooperation and compliance.

Important Telephone Numbers:

Ledyard Housing Authority Office: (860) 464-7365
After Hours Maintenance Emergency/Executive Director: (860) 884-5824 / (860) 464-8966
Ledyard Police or Fire: 911
Ledyard Police/Fire (Non-Emergency): (860) 464-6400
Ledyard Senior Center: (860) 464-0471

Note: Check the Bulletin Boards in the Community Building for important notices

Tenant(s) telephone numbers will be published in the LHA in-house directory unless a tenant requests Management not to publish their number.

Tenant Responsibilities

Lease, Regulations, Rent

The Tenant(s) and members of his/her household, guests and employees of LHA shall comply with all laws and town ordinances affecting the use or occupation of the premises and with all reasonable rules or regulations now or hereafter adopted by LHA for the safety, comfort and welfare of the occupants of Kings Corner Manor.

Your lease is your agreement with the Housing Authority. Please read it carefully and thoroughly so that you understand it. Please adhere to your lease and follow the rules and regulations listed therein. Violations of any provision of the lease or regulations may be cause for eviction. If you have any questions, check with the Housing Authority Office.

The tenant(s) agree to cooperate with Management in all Landlord-Tenant related matters and tenant(s) agree not to interfere with the management of the development. Cooperation includes, but is not limited to, signing all forms in the time frame required which relate to eligibility and continued residency, appearing at the scheduled time for interviews, re-certifications and other housing related appointments and answering all questions that are related to eligibility determination. Tenant represents that all the information contained in his/her/their application and subsequent income/financial statements is true. Failure to cooperate with Management shall be considered material noncompliance with the lease and is grounds for termination of assistance or termination of the lease. Improper behavior to other tenant(s) or staff, such as abusive or threatening language or actions, is not permitted.



The Director or a LHA representative shall have the right to enter the tenant(s) apartment during all reasonable hours to inspect the same and/or make such repairs, additions or alterations as may be deemed necessary for the preservation thereof. Notice will be provided except in an emergency situation. Tenant will cooperate with the Housing Authority's reasonable efforts and procedures for safe and effective repairs, renovations, insect/pest control procedures, including but not limited to following reasonable instructions of the Housing Authority regarding preparation of the apartment for such repairs, renovations and procedures (for example removing all items from areas to be worked on, placing all food in the refrigerator or removing it temporarily from the apartment, cleaning the areas to be worked on, etc.), and vacating the apartment temporarily to allow such work to be done safely, provided at least 48 hours advance notice is given. An annual inspection of each dwelling will be conducted by the Director or a representative of the LHA. These inspections will be scheduled with reasonable notice and by appointment in advance of the inspection. Tenant will be notified of any conditions, fixtures, alterations or additions to the premises which are in violation of the tenant's lease or of these Rules and Regulations and will be required to remove or correct any such conditions or violations within 10 days of such notice.

If the tenant fails to or refuses to allow personnel or contractors hired on behalf of the Housing Authority into the apartment for repairs, renovation or insect/pest control, including inspections or if the tenant refuses to vacate the apartment temporarily so that such work can be done without reasonable risk to the tenant(s) health or safety the tenant shall be liable for charges assessed against the Housing Authority.

The Housing Authority shall have the right, in accordance with State law, to dispose of any personal property left on premises, or in the project, by the tenant after tenant vacates the premises or otherwise abandons the premises. The tenant shall be deemed to have abandoned the apartment when you have vacated the apartment without notice to the Housing Authority and you do not intend to return, which intention may be evidenced by removal by you or an agent of substantially all of your possessions and personal effects for the apartment or for nonpayment of rent for more than two months.

The tenant designates (Name)_____ (Phone)_____ as his/her personal representative and authorizes this representative to vacate the apartment and remove the property of the tenant from said apartment if the tenant becomes ill, incapacitated or disabled for a period of not less than one month or becomes deceased. The tenant agrees that all charges in connection with the storage and removal of his/her property be paid by his/her personal representative or his/her estate.

You pay rent on the day you sign your lease and on or before the 10th of every month thereafter. (Rent for new tenants will be pro-rated, monthly rent divided by days of the month not occupied; if tenant does not move in by the 1st.) Rental payments can be made at Centreville Bank, the Housing Office located in the Community Building by check or money order, electronic payments are appreciated and **cash will only be accepted with prior LHA Approval.** Rent is due on the 1st of the month and should be paid no later than the 10th of the month. Your rental payment is to be made out to the Ledyard Housing Authority. A late fee of \$25.00 will be assessed for any rental payment received after the 10th day of the month. The Owner may terminate the lease if Tenant is chronically late with rent payments. Chronic late payment is defined as accruing three (3) late fees within any twelve (12) month period.

Any criminal offense under the law committed by a tenant or a tenants' guest(s), which impairs the physical and/or social environment, occurring on the properties of LHA, shall be cause for management to immediately implement the eviction procedure. In addition, when any tenant is incarcerated for any



criminal act deemed to be of a potentially threatening nature to the community shall be cause for Management to begin legal action for eviction.

You have been assigned an apartment. Roomers, boarders and lodgers **are not allowed**. Apartments may not be sublet. Tenant will not allow anyone not listed in the Dwelling Lease, to use his/her unit when tenant is not on premises nor allow anyone to use his/her address for the receipt of mail.

Tenant is responsible for the actions of friends/relatives/visitors while they are on premises. Guests and visitors are expected to follow all rules and regulations. Tenant is responsible for informing friends/relatives/visitors and guests of the rules and regulations. Any violation of the rules as stated in the Lease and any addendum to Lease, by such visitors, friends, relatives, etc., with or without tenant's permission, will be considered as material non-compliant and tenant accepts responsibility whether or not tenant is on the premises at the time of such violations. All guests should be informed not to park in areas designated for tenants unless picking up or dropping off. Visitors must park in designated Visitor Parking Spots/Visitor Parking Area.

Overnight Guests: All Lessee's guests or visitors who remain within the premises for a period in excess of forty-eight (48) hours should register with the Management Office. If overnight guests become an issue Ledyard Housing Authority reserves the right to address this on a case by case basis, including denial of visitation. All overnight visitors must have their own separate legal residence.

Handicap Accessible Apartments: When an accessible apartment becomes vacant, before offering such apartment to a non-disabled applicant Ledyard Housing Authority must offer such apartments: First to a current tenant of another apartment who has a disability that requires the special features of the vacant apartment and is occupying an apartment not having such features, or if no such occupants exist then: Second to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant apartment.

Sidewalks and entry areas shall not be obstructed, nor used for any purpose other than ingress and egress to and from the dwelling.

Tenants

You are not allowed to make physical alterations to your apartment. All alterations, repairs and painting will be conducted by the Ledyard Housing Authority. Tenants are not allowed to install additional or different locks or gates on any door or window of the apartment without written consent of the Housing Authority.

You must immediately report to the appropriate health authority (Ledge Light Health District (860) 448-4882) any case of serious infectious or contagious disease occurring on the premises, such as COVID 19.

We are a neighborhood that looks out for each other. If you will be gone more than 7 days, you must notify the office. This notification is needed in case of an emergency.

You will not play loud music/TV or disturb other tenants after 10pm.

If you have an issue with another neighbor, please try to resolve any issues one on one. If there is a belief that laws are being broken, any tenant's recourse is to go to law enforcement officials. The housing authority should not be involved in neighbor disputes unless you believe that the housing authority rules, regulations & policies are not being followed.

All concerns must be submitted in writing to the office, the Tenant Concern Form is available in the community building.



The laundry room is for exclusive use of the Kings Corner Manor tenants. Monday – Friday from 8am-4pm there is a sign up for laundry. All other times are first come first serve to use the machines.

Effective August 1, 2023 all buildings, administrative offices and grounds of the Ledyard Housing Authority are smoke free

Inside the Apartment

1. In the event of a fire, the Fire Alarm in your unit will directly contact Emergency Services. In the event of a medical emergency, pull the emergency cord in the bedroom or bathroom or call 911. The emergency cord notifies Emergency Services. If you pull the cord by mistake, immediately call 860-464-6400 to tell them it was a mistake, then call the Director so that the system can be reset. During office hours 860-464-7365 after hours 860-884-5824.
2. The Ledyard Housing Authority does not insure nor is liable for personal property damage. All tenants are strongly encouraged to obtain Renter's Insurance coverage through a private insurance company. The Housing Authority shall not be responsible for articles left with an employee.
3. Tenant has examined and accepted the premises. Within 72 hours after move-in, Tenant shall report in writing any defects or damages to the Owner. Defects and damages not reported to Owner shall be presumed to have first occurred during Tenant's occupancy of the Premises. Tenant shall keep the apartment clean, sanitary and free of pests and to report the presence of the same immediately upon discovery to the Housing Authority. Do not accumulate trash, papers, rags, boxes, etc. in the apartment, this is a fire hazard. The Ledyard Housing Authority inspects apartments annually but may inspect more often with a minimum of 48-hour notice. Any violations are subject to fees for replacement and/or repair.
4. Exits must be kept clear for ease of entry for both tenants and emergency personnel.
5. The tenant must immediately report to the Office any damage to water pipes, toilets, drains or fixtures, electric wires or fixtures or other property of the Landlord and all breakage damage, or loss of any kind. If you experience a maintenance issue, requiring immediate attention when the Office (860)464-7365 is closed, please contact the Director (860) 884-5824 / (860)464-8966. Personal injury, no matter how minor, must be promptly reported
6. Tenants may not disconnect smoke detectors, remove batteries where applicable or cover detectors at any time. If a detector malfunctions or fails to operate, please notify the Office immediately. Anyone who removes, turns off or tampers in any way with the Fire Alarm/Call for Aid System will be in non-compliance of their lease and legal action can be taken.
7. Tenants shall take care to prevent fires. Do not keep flammable materials, such as (gasoline, diesel, propane, kerosene or any other type of fuel) in your apartment. You may also not store any vehicle or machinery i.e., motorcycle, moped, four-runner, boat motor, lawn mower, or gas engines of any type in your apartment. This is a fire hazard. The tenant will not use any method of heating other than that supplied by the landlord, the use of space heaters/gas portable generators are not allowed.
8. The burning of candles is not permitted in any part of the apartment.
9. Tenants are not permitted to display or use any firearms, BB guns, pellet guns, slingshots, or other weapons (toy or otherwise) on the premises.



10. Tenants shall abide by the directions of the LHA or its designee for the proper operations of heat, ventilation and air-conditioning.
11. Only the customary bed and furniture are permitted. No water beds or gel beds, portable washing machines, portable dishwashers or any similar type of furniture are permitted.
12. One (1) common indoor house cat is allowed per household. Two (2) birds of small common household type are allowed per household. Fish, tropical/goldfish that can be restrained in one tank with a capacity not to exceed 10 gallons allowed per household. No dogs allowed. Tenant shall take adequate precautions to eliminate any pet odor within the apartment and maintain sanitary conditions at all times. Tenants must be able to take care of the pet, if it is determined that adequate care is no longer possible the owner must relinquish the right to keep the pet/move out of the apartment. If any insect manifestations in the pet owner's apartment/adjacent apartment occur the pet owner will bear all financial responsibility to correct the issue. At the time of occupancy, management should be advised about your cat, bird or fish. Your cat must be spayed/neutered and have rabies' shots and any required vaccinations at the time of occupancy with proof provided. This also applies to existing tenants who get a new cat during occupancy. Cat Deposit Fee: A deposit of \$100.00 is required. The Housing Authority will make payment arrangements, if needed.
 - a. The pet owner will be informed in writing of any alleged violation of the Pet Policy and given 30 days to correct the violation.
 Visiting pets must be leashed, waste disposed of appropriately and may not stay overnight.
13. Do not discard garbage, paper towels, flushable wipes or other objects in to the toilets. Overflows are inconvenient, unsanitary and cause damage to our facilities. Do not use deodorant blocks that hang on the lip of the bowl, they can be bumped into the bowl and may cause a blockage. If this happens, you will be charged for the repair.
14. Only proper picture hanger fasteners are to be used on interior walls. Televisions are not allowed to be mounted to the wall unless advanced prior approval is given by LHA. No tacks, nails or other fasteners/cement shall be used in laying carpets/rugs/linoleum. No tacks, nails or other fasteners shall be used in kitchen cabinets, counters, tops, backsplashes or doors.

Outside the Apartment

15. Seed, suet and hummingbird bird feeders are permitted. Never feed wild or stray domestic animals. Do not leave bread or any other food item(s) out for the health and safety of all tenants. Effective August 1, 2023 no window feeders will be allowed. There will be a fee for non-compliance.
16. All trash, garbage and other waste, shall be bagged and disposed of in a clean/safe manner and immediately deposited in the appropriate receptacle(s) as provided by LHA. Individual trash and garbage containers are not permitted in public, outside the buildings. Bulk trash is the responsibility of the tenant. Items such as furniture, televisions, etc must be properly disposed of within 5 days. You can contact: Willimantic Waste (860) 423-4527 bulk pickup is \$150 + \$50 per item picked up. Items can be taken to the Ledyard Transfer Station located at 889 Colonel Ledyard Hwy in Ledyard, fees may apply.
17. Tenants are obligated to comply with all local recycling laws. Recyclables are not to be bagged when disposed of.
18. One weatherproof horizontal/vertical plastic storage shed is permitted, but the size and location must be approved in advance by LHA. If advanced approval is not obtained and the shed is deemed too large it must be removed immediately.



19. Tenants will abide by all rules pertaining to the community building, such as hours of operations for laundry room, kitchen and community room. No unaccompanied guest(s) may be in the community building without permission.
20. The tenant shall not carry on any business whatsoever. No signs, notices or advertising are permitted on any part of the apartment or building. No equipment, furniture, tools or any other objects are to be attached to the exterior of the buildings.
21. Exterior grounds and any public area within the development shall be kept neat and free of debris of unsightly accumulation. Any personal property (including furniture, doormats, flower pots, ornamental figures or any other object) shall not be placed in a manner to disrupt the maintenance procedures: i.e., lawn mowing and snow removal or access to your neighbor. LHA is not responsible for damages due to the tenants' negligence during maintenance procedures, or by other person(s) or acts of nature. This does not include insurance claims. LHA provides lawn maintenance and snow removal therefore tenants may not use electric/gas powered equipment on the premises.
22. Tenants may plant/maintain a small flower garden in the front of their apartment no more than 30" away from the foundation, plants and shrubs should not be in contact with the building. The tenant must maintain the flower bed/plantings to ensure that they are free of weeds and overgrowth in a defined area. A community garden is located at the Community Building.
23. Tenants and guests will be properly attired when in common areas shirts & shoes required.
24. Tenants are allowed to have a gas grill with a propane tank/charcoal grill, however, when the grill is ignited/during cooking, the grill must be 10 feet from the building. Also, keep in mind that they should be placed so that smoke does not blow into another tenant's apartment that may cause another tenant distress or activate the fire alarm. Fire Pits and open flame citronella candles/torches are not allowed.

Vehicle Policy

25. The Tenant will be assigned ONE reserved parking space. One vehicle per tenant is allowed. One (1) additional vehicle, properly registered and insured may be kept onsite with prior permission from LHA. At admission and recertification, tenants must show proof of ownership, insurance and registration in the State of Connecticut. The owner of any unused and/or unregistered vehicle will be given notice to remove the vehicle from the premises or the vehicle will be towed/stored at the owner's expense. No mopeds, boats, campers, camp trailers, tractors, trailers, utility trailers, RV's, all-terrain vehicles or other machinery are allowed on the property. Overnight parking will be limited to tenants and authorized visitors. Driving or parking on the lawn is expressly forbidden.
26. The vehicle must be kept in proper repair. Watch for leaks from your car. Damages arising from leaks will be charged to the tenant.
27. Auto repairs are not allowed on the premises (i.e. oil changes, tune-ups, radio installations, etc.) The washing of automobiles is not allowed on the premises. Tenants shall not waste, nor unreasonably use water.
28. Tenants are responsible for moving their cars during snowstorms to the visitor spaces or area advised by Management. Tenants are also responsible for cleaning snow or ice from their vehicle. If you are going away during the winter, LHA management will advise you where to park your car as to not hamper clean-up after winter storms.



29. If you are unable to clean or move your car per the Inclement Weather Policy, you must make arrangements with another tenant or family member in order to abide by the policy.

Smoking

30. August 1, 2023 there will be no smoking anywhere on property. Smoking is prohibited in all apartments, including any associated decks or patios, apartment entryways including, but not limited to: bedroom, hallway, kitchens bathroom, and in the common areas of the LHA buildings including but not limited to: community room, community bathroom, lobby, laundry room, office, maintenance room, shed and gazebo.
31. Smoking is prohibited anywhere on the grounds, entryways, patios, and yards or on the grounds adjoining housing and office buildings.
32. For the first lease violation of the Smoke-Free Housing Policy, a tenant will receive a Lease Violation and Notice to Cure Violation. For the second violation of the Smoke-Free Housing Policy, the tenant will receive a Lease Violation and Notice to Cure Violation and a \$100.00 fine. For the third violation the tenant will receive a Lease Violation and Notice to Cure Violation and a \$250.00 fine and be subject to eviction. The fourth violation will be eviction. Additionally, staff will schedule an inspection with a third-party contractor to assess the apartment for damages from smoke odors and/or residue. The tenant will be liable to LHA for the costs of the estimate and the repairs to the apartment due to damage from smoke odors and/or residue. Further violations will make the tenant subject to eviction.

Vacating the Apartment

33. A 30-day written notice is required in the event a tenant chooses to vacate the apartment.
34. Any notice given after the first day of the month does not begin until the first of the following month. Example: When a notice is given on March 10th, the 30-day notice begins April 1st and will take effect on May 1st. (April's rent must be paid).
35. Clean the apartment thoroughly, including appliances before turning in your keys. You will be charged rent until your apartment has been inspected and your keys returned.

Fees

36. Late Fee for rent: A late fee of \$25.00 will be assessed for any rental payment received after the 10th day of the month.
37. Insufficient funds charge: A fee of \$25.00 will be assessed for any returned check.
38. Lockout Fee: If you are locked out of your apartment more than once, during nonworking hours and the Director or maintenance has to be called, you will be assessed a fee of \$20.00.
39. Lock Change Fee: If you request that your locks be changed for any reason, you will be assessed a \$100.00 fee for parts and labor.
40. Cat Deposit Fee: A deposit of \$100.00 is required. LHA will make payment arrangements, if needed.
41. Damage Fees: Any damage caused by the tenant will result in a fee based on materials and labor costs.



42. Community Room Rental Fee: When reserving the Community Room for parties, a \$50.00 deposit will be required. If the Community Room is left clean and in its original condition, the deposit will be refunded. If there are any damages and the LHA cost exceeds the \$50.00 deposit, the tenant will be assessed a fee for materials and labor costs payable immediately, or the tenant will be subject to legal action.
43. Apartment Transfer Fee: If you request an apartment transfer, you will be charged a fee of \$300.00, the transfer is at the discretion of the Executive Director of LHA.
44. Key Fees: If your apartment keys are not returned you will be charged a \$100 fee, if your community room key is not returned you will be charged a \$5 fee & if your mailbox key is not returned you will be charged a \$25 fee.
45. Stove reflector pans: \$5.00 small / \$8.00 large
46. Mini Blind Replacement, when damaged by tenant: replacement cost of the blind.
47. Refrigerator/Stove/Storm-Screen door repair/replacement due to tenant damage – retail replacement costs.
48. Heat pump & heat pump remote due to damage/loss – retail cost/installation
49. Cleaning charges for occupied/vacant units:
 - \$25.00 per hour
 - \$125.00 per dump truck load
 - \$20.00 per disposal of 1 mattress/1 box spring
 - \$25.00 per disposal of 1 air conditioner
50. Legal Charges - Tenant is responsible for all legal fees as stated in the lease

KAPPA	\$125	
Notice to Quit		\$100
Summons & Complaint	\$125	
Each Additional Count	\$50	
More than one defendant	\$50	
Court Entry		\$175
Reply to Special Defense	\$125	
Motion to Default		\$125
Execution		\$125
Court Appearance		\$200
Affidavit of Non-Compliance		\$125
Marshal Fees		In accordance with CT General Statute 52-261
51. All fees are subject to change upon notice from the Housing Authority.

Management may terminate this lease for serious or repeated violations or material non-compliance to the terms of the lease such as failure to fulfill the tenant obligations set forth in your lease or for other good cause or any felony. Such violations of material terms or felony shall include but not be limited to:

- A. The unlawful use, sale or possession of drugs or drug paraphernalia in the apartment and/or seizure of drugs in the apartment by a Law Enforcement Officer.
- B. Conviction of any person(s) for felony or Drug-Free Housing Policy, of a crime related to illegal use, possession or trafficking of drugs while on the premises or within 1,000 feet of a school. (Premises



- include individual apartments, public areas, grounds, and facilities held out for use by tenants, generally throughout the development).
- C. Conviction of any sexual offense.
 - D. Conviction of any serious injury to any person.
 - E. Conviction of any death to any person.
 - F. A fire or damage to the property resulting from carelessness, negligence, or unattended cooking (any fire directly caused by action(s) of tenant(s).
 - G. Harboring person(s) wanted by any Law Enforcement Officials for criminal acts, which would be deemed to be of a potentially threatening nature to the community.

If a tenant receives three (3) or more Lease Violation and Notice to Cure Violation for violations of any sections of these policies it shall be considered a substantial disregard of said policies and an eviction warning will be issued.

I have read and have been informed about the Rules & Regulations for tenants at Ledyard Housing Authority and I have received a copy of the Rules & Regulations.

Tenant Signature

Date

Tenant Printed Name



Town of Ledyard Guide to Recycling (NO TRASH)

ACCEPTABLE ITEMS



newspaper and inserts



magazines, catalogs, white & colored paper



junk mail



cardboard



milk & juice cartons
juice boxes



empty aerosol cans
(non-toxic)



boxboard &
paper egg cartons



glass food &
beverage containers



plastic food &
beverage containers
#3-#7 under 3 gallons



clean aluminum, steel,
tin, foil food trays & cans



all plastic containers
#1-#2 under 3 gallons

COMMON MISTAKES



motor oil, anti-freeze, paint, or
any hazardous
material
containers



pots & pans,
scrap metal,
ceramics



batteries or
electronics



plastic bags,
flower pots,
plastic toys



light bulbs or
drinking glasses

RECYCLING INFORMATION

The Town of Ledyard has a recycling program. Recycling is collected every other week.

Acceptable Materials & Preparation

FOOD & BEVERAGE

Aluminum Beverage Containers Examples: Soda & Beer cans

- Rinse clean
- Do not flatten or crush cans
- Self-opening attached tabs acceptable

Aluminum Foil Examples: Aluminum foil wrap, take-out aluminum foil food containers

- Rinse clean
- Fold flat
- Free of other materials

Aseptic Packaging Examples: Milk & Juice cartons, small single-serve milk & juice boxes

- Up to 3 liters or 1 gallon in size
- Remove straws & plastic spout caps
- Do not flatten or crush cartons

Glass Food & Drink Examples: Soda, liquor, wine & juice bottles, jelly jars

- Clear, brown & green bottles
- Rinse clean
- Place lids, caps, broken glass or dishes with refuse
- Labels need not be removed

Metal Food & Drink Examples: Soup, vegetable, juice, cookie tins, pet food cans, kitchen spray cans, bulk size vegetable containers



Adopted 7/6/2021 Updated 8/1/2023

- Rinse clean
- Clean metal lids acceptable
- No. 10 size cans acceptable
- Empty aerosol cans previously containing non-hazardous substances.

PLASTIC

Plastic Containers – Pet & HDPE (Coded with “1” or “2” on the bottom)

Examples: Water Bottles, soda, juice, dish detergent bottles

- Rinse clean
- Containers previously containing hazardous materials are not unacceptable (no empty motor oil containers)
- Discard caps & lids in refuse
- Labels & neck rings need not be removed

PAPER

Office Paper (Not Shredded)

Examples: White & colored paper, note pad paper (no backing), loose leaf, computer paper (continuous-form perforated white bond or green-bar paper)

Junk Mail (Not Shredded)

Examples: Catalogs, flyers, brochures, envelopes & envelopes with windows

- Tie securely with string or place in brown paper bag (**plastic bags are unacceptable**).
- No need to separate junk mail from newspapers.

BOXBOARD & CARDBOARD

Boxboard Examples: Cereal boxes, cracker boxes, shoe boxes, beer cartons, & six-pack holders

- Dry food & cereal boxes must have inside bag removed.
- Wax or plastic coating not acceptable
- Boxboard contaminated by food not acceptable

Corrugated Cardboard Examples: Kraft paper shipping boxes in all sizes

- Cut/fold to a max size of 18” x 12”
- No Asian cardboard (wax or plastic coating)

ADDITIONAL RECYCLING

Clothing/Shoes

- “Kiducation” containers are located in the parking lot at the corner of Christy Hill and Route 12, the Gales Ferry Commons at 1649 Route 12 and CVS in Gales Ferry 1657 Route 12. There are also containers at the Groton Square Shopping Center at 222 Route 12, Stop & Shop overflow parking lot.

Electronics

- Televisions, VCR’s, computer equipment, etc. may now be recycled. Collection container is located at the Ledyard Transfer Station.

Miscellaneous

- Ledyard Transfer Station – Car batteries, Ni-cad cell phone batteries
- Staples – Cell phones, ink and toner cartridges

Ledyard Transfer Station
889 Colonel Ledyard Hwy
Ledyard, CT 06339
(860)464-9227

Hours: Tuesday/Wednesday/Saturday 9:00am – 3:30pm





ANNUAL RENEWABLE LEASE HOUSING AUTHORITY OF THE TOWN OF LEDYARD, CT.

Kings Corner Manor

This Lease Agreement (hereinafter referred to as "Lease") is made this XX day of MONTH, YEAR, by and between THE HOUSING AUTHORITY OF THE TOWN OF LEDYARD, (hereinafter referred to as "Owner"), and TENANT NAME, (hereinafter referred to as "Tenant").

1. PREMISES. In consideration of the payment by Tenant of the rental payments required to be paid hereunder as and when the same shall become due and the performance of all other covenants and conditions to be kept, performed, and observed by Tenant under this Lease and attached addendums executed simultaneously and incorporated herein, Owner hereby leases the following Premises to Tenant:

Location: ADDRESS OF APARTMENT

2. TERM. The term of this Lease shall commence on MM/DD/YYYY and shall expire on MM/DD/YYYY. This lease shall be automatically renewed annually pending an annual income recertification until terminated as hereinafter described. Either party may terminate this Lease by giving the other thirty (30) days' written notice prior to expiration of the term.
3. PRO-RATA RENT. It is further understood and agreed that the Lessee is taking possession of Apartment on MM/DD/YYYY and shall pay the sum of TOTAL DOLLAR AMOUNT 00/100 Dollars (\$XXX.XX) as pro-rata Rent for the period MM/DD/YYYY through MM/DD/YYYY. Thereafter Rent in the amount of TOTAL DOLLAR AMOUNT Dollars (\$XXX.XX) will be due and payable on the FIRST day of each month. Owner reserves the right to require that all rental payments be made by certified check or money order only.

THIS IS A LEGAL BINDING DOCUMENT, READ ENTIRE CONTRACT AND ADDENDUMS BEFORE SIGNING.

THE HOUSING AUTHORITY OF THE TOWN OF LEDYARD, CT.

BY:

Owner Representative, Ledyard Housing Authority

Date

Tenant

Date

Tenant

Date

4. TENANT QUALIFICATIONS. It is understood by the Tenant and any person signing on behalf of the Tenant that the requirements to sign this Lease are:
 - a. That the Tenant qualifies as a low-income senior, age 62 or older, or is an adult who has been certified by the Social Security Board as being totally disabled under the Federal Social Security Act or certified by any other federal board or agency as being totally disabled.



Adopted 7/6/2021 Updated 8/1/2023

- b. That the Tenant must document his or her gross annual income and assets prior to signing this Lease and must re-document annually by providing documentation requested by Owner such as but not limited to SSA or SSI records, documentation of assets, payroll records, and income tax records.
 - c. The Tenant's gross annual income may not exceed the max income limits as adjusted for family size, as published annually and determined by the Department of Housing and Urban Development at the time of initial occupancy.
 - d. The Tenant by signing this Lease certifies that the above requirements have been met.
5. APPLICATION. If any information given by Tenant in Tenant's application or verification is false, incomplete or misleading, it shall be a default by Tenant under this Lease, and Owner will terminate this lease and commence an eviction action.
6. MOVE-IN-DATE. **The move-in date is/was MM/DD/YYYY.** Tenant's possession of the Premises prior to the term of this Lease as defined in subsection 2 above, shall in no way affect the term of this Lease.
7. OCCUPANCY. Only those person(s) whose names appear on the face of this Lease may occupy the Premises. If Tenant will be absent for more than seven (7) consecutive days, Tenant must notify Owner. Guests who remain within the premises for a period in excess of forty-eight (48) hours should register with the Management Office. Tenant agrees not to permit guests, friends or relatives to remain more than fourteen (14) days in the Apartment without prior written permission. Tenant will restrict guests and visitors to a reasonable number, frequency and times.
8. SECURITY DEPOSIT. Upon signing this Lease, Tenant shall deposit with Owner the total sum of \$400 as a Security Deposit to be held by Owner as security for the performance of this Lease, including the payment of Tenant's rent, late charges, key charges, utilities, cable, if applicable, and for damage occasioned to the Premises. The Owner may, but shall not be obligated to, apply all or any part of the security deposit to the cost of curing any default by the Tenant, or to fulfill Tenant's obligations hereunder. In the event of such application of the security deposit, the Tenant shall, upon notice hereof, immediately restore the security deposit to its original amount.
9. LATE FEES. All rent is due and payable on the first day of the month to the Ledyard Housing Authority. A late fee of \$25.00 will be assessed for any rental payment received after the tenth (10th) day of the month. Partial rent payments are accepted, but if the balance is received after the tenth (10th), it is subject to the \$25.00 late fee. If Tenant's checks are returned for insufficient funds Tenant will be responsible for a \$25.00 fee related to the returned check. After two checks have been returned for insufficient funds, Owner will not accept Tenant's personal check and rent will have to be paid with a money order or certified check. Cash will only be accepted with Ledyard Housing Authority prior approval.
10. RECEIPT OF MONIES BY OWNER. Tenant and Owner hereby agree that all monies received by the Owner or his agents shall be first applied to any and all charges due other than rent and the balance of any monies received shall be applied toward rent due.
11. CHRONIC LATE PAYMENT OF RENT. Notwithstanding above, the Owner may terminate this lease if Tenant is chronically late with rent payments. Chronic late payment is defined as accruing three (3) late fees within any twelve (12) month period.
12. PET DEPOSIT. Should a Tenant desire to bring a pet into the Premises, in addition to the rent and the Security Deposit provided for herein, Tenant agrees to pay a Pet Deposit of \$100.00. This fee shall be payable upon the signing of this lease if the pet is to be kept in or about the Premises at the beginning of Tenant's occupancy of the Premises. If Tenant brings a pet into the Premises after the initial occupancy of the Premises the Tenant shall pay the Pet Deposit prior to bringing the animal into the Premises. An executed "Pet Agreement" Lease Addendum is required to maintain a pet on the premises. Limitations on pets are as follows: One (1) common indoor house cat is allowed per household. Two (2) birds of small common household type are allowed per household. Fish, tropical/goldfish that can be restrained in one tank with a capacity not to exceed 10 gallons allowed per household. No dogs allowed. Tenant shall take adequate precautions to eliminate any pet odor within the apartment and maintain sanitary conditions at all times. Tenants must be able to take care of the pet, if it is determined that adequate care is no longer possible the owner must

relinquish the right to keep the pet or move out of the apartment. If any insect manifestations in the pet owner's apartment or an adjacent apartment occur the pet owner will bear all financial responsibility to correct the issue. At the time of occupancy, management should be advised about your cat, bird or fish. Your cat must be spayed/neutered and have rabies' shots and any required vaccinations at the time of occupancy with proof provided. This also applies to existing tenants who get a new cat during occupancy. The pet owner will be informed in writing of alleged violation of the Pet Policy and given 30 days to correct the violation. Visiting pets must be leashed; waste disposed of appropriately and may not stay overnight.

13. UTILITIES. Tenant agrees to pay utility charges (including utility deposit) assessed by utility companies in connection with the use of all utility services provided to the Premises for the period of occupancy of the Premises. Water is provided. Tenant is required to maintain utilities at the Premises.

To the extent Tenant is responsible for payment of certain utilities, Tenant shall be responsible for the notification of appropriate utility companies on or before move-in for the purpose of having utilities turned on. Tenant's failure to notify the appropriate utility companies within three (3) days of move-in will result in Owner assessing as additional rent pro rata utility charges for the Tenant's portion of the period from move-in until such time as utilities are activated, together with the reasonable cost for determining such assessment.

The Owner provides access to cable and internet to the property via Xfinity/Comcast (800)266-2278. If the Tenant desires cable or internet in the Premises, it is the responsibility of the Tenant to contact Xfinity/Comcast for set up.

Owner shall furnish and install light bulbs and tubes of prescribed wattage for light fixtures located in the Premises; light bulbs for personal light fixtures are not provided.

14. SAFETY FEATURES. Owner has furnished smoke detectors and call for aid switches that are connected to the local fire department. Tenant is prohibited from disconnecting smoke detectors and call for aid switches and Tenant is liable to Owner for any losses, damages, or injuries which should arise due to disabling or damaging such systems. Owner is not liable for losses, damages or injuries caused by Tenant disabling, damaging, or failure to immediately report malfunction of smoke detectors or call for aid switches. Tenant must immediately report any malfunctions to Owner in writing.

Owner does not provide any security devices or security mechanisms for the purpose of protecting the Tenants; such services or mechanisms are provided solely for the protection of the Owner's property and not for the protection of any Tenants.

15. REPAIR AND MAINTENANCE. Tenant has examined and accepted the premises. Within 72 hours after move-in, Tenant shall report in writing any defects or damages to the Owner. Defects and damages not reported to Owner shall be presumed to have first occurred during Tenant's occupancy of the Premises. Tenant shall use reasonable diligence in the care of the Premises and shall maintain the Premises in a clean, sanitary and free of pests and to report the presence of the same immediately upon discovery to the Housing Authority. Do not accumulate papers, rags, boxes, etc. in your apartment. This is a fire hazard. The Ledyard Housing Authority inspects apartments annually but may inspect more often with a minimum of 48-hour notice.

Tenant must use plumbing fixtures and facilities, electrical systems and other mechanical systems and appliances in the manner designed. Any damage to the Premises caused by Tenant or Tenant's guests will be corrected, repaired or replaced at Tenant's expense immediately upon presentation of a statement of repair costs by the Owner.

Tenant acknowledges that the Premises is located in a climate conducive to the growth of mold and mildew, and that it is necessary to provide proper ventilation and dehumidification of the Premises to retard or prevent the growth of mold and mildew. Tenant agrees to be responsible for properly ventilating and dehumidifying the Premises and the contents to retard and prevent mold and mildew and the Owner or its agents shall not be liable for any damage to the Premises or personal property of the Tenant or for any bodily injury caused by mold and mildew.

Tenant must immediately notify Owner of any needed maintenance or repair in writing. Tenant must notify Owner of any water damage within twelve hours of damage.

If damages are such that occupancy can be continued, Owner shall make repairs as needed with reasonable promptness and rents shall not abate during the period of such repairs. If, in Owner's opinion, the Premises are so damaged as to be unfit for occupancy, and Owner elects to make such repairs, the rent provided in this lease will abate during the period of time when the Premises are not fit for occupancy, but in all other respects the terms and provisions hereto shall continue. In the event that the Premises are so damaged or destroyed as to be, in the sole opinion of the Owner, incapable of being satisfactorily repaired, then at the option of Owner, (i) this lease shall terminate and Tenant shall be liable only for rental payments up to the date of such damage or destruction; or (ii) Tenant may be offered a comparable apartment if one is available at that time for the remaining term of this lease.

16. FIRE HAZARDS. The Tenant will not allow any explosives, gasoline, fireworks or other combustible materials to be kept on Premises or permit or do anything, which would increase the rate of insurance upon the Premises.
17. USE OF FACILITIES. Owner sets aside a part of the building and grounds for laundry, parking and recreational facilities for the convenience of the Tenants. Tenants may, at Tenant's sole risk, use said facilities. Tenant assumes all risks of loss or damage to articles or things while in transit to and from said facilities, including any injuries suffered by the Tenant and Tenant's guests. Tenant shall keep or cause to be kept all doors leading from and to the community building closed at all times when not in use. Tenant will not prop open exterior doors or otherwise interfere with or disable, in any manner, any locking device on any exterior door.

All persons shall be properly attired when appearing in the common areas, patios, and any other public spaces in the community, shirts and shoes are required.

18. AUTOMOBILES. Tenants are allowed to have one (1) vehicle parked on the Premises. Tenant must register with the Owner any automobile parked on the Premises. Automobiles must have current license plates, be registered, be insured and be in proper operating condition. Any vehicle located on the property which is not in proper operating condition, will be towed away at the Owners own risk and expense and without prior notice. One (1) additional vehicle, properly registered and insured may be kept with prior permission from the Housing Authority.
19. ALTERATIONS. No holes shall be drilled into walls, woodwork, or floors and no antenna installations, direct satellite systems, additional cable outlets or stringing of wires, or alarm systems, or change of locks or additional locks shall be permitted except by Owner's prior written consent. Tenant will not place or install contact mirrors or contact paper in or on any part of the Premises. Tenant will not remove Owner's fixtures, furniture, and/or furnishings from the Premises for any purpose. Tenant shall be responsible for expenses incurred to repair or replace.
20. ASSIGNMENT OR SUBLETTING. Tenant may not assign this lease or sublet all or part of the Premises.
21. MOVE-OUT NOTICE. Tenant may cancel Tenant's obligation under this Lease by delivering to Owner in writing a notice of Tenant's intention to cancel this Lease by:
 - a. Giving Owner thirty (30) days written notice; and
 - b. Payment of all monies due through the date of termination of this lease.

Tenant's move-out notice will not terminate the lease sooner than the end of the lease term or renewal period. Verbal move-out notice is not sufficient. If Tenant fails to give thirty (30) days written notice or if Tenant moves out without rent being paid in full for the entire lease term or renewal period, Tenant will be liable for all unpaid rent plus an additional cost of breaching the lease in the amount of two (2) full month's rent.

22. NON-PERFORMANCE OR DEFAULT BY TENANT. If Tenant fails to pay rent immediately as required, or if Tenant or an occupant of the Premises engages in criminal activity in or on the Premises, or otherwise or if Tenant fails to comply with any term, condition, obligation, or agreement in this Lease, or the Addendums, or if the representations contained in Tenant's Lease application are incorrect, misleading or untrue, then Owner, may either give Tenant notice to correct such breach or, in the alternative, take immediate action to terminate Tenant's lease in accordance with state law. If Owner elects to give such notice and such violation is not promptly corrected by Tenant in accordance with state law, this Lease will be terminated and Owner will effect Tenant's removal as provided by state law. In any case, Tenant will

be responsible for paying attorney's fees and court costs for the enforcement of this lease, including but not limited to collections for unpaid rent and eviction. If, after Owner notifies Tenant, Tenant fails to pay any unpaid rents or unpaid damages, Owner may report such unpaid charges to the local credit bureau for recordation in Tenant's credit record.

23. **DRUG ACTIVITY.** Tenant shall not allow or permit controlled dangerous substances (ILLEGAL DRUGS) except those obtained by legal prescriptions, to be on or in the Premises or on the common areas of the building. With respect to this paragraph, Tenant assumes full responsibility for the actions for guests and agrees that Tenant's lack of consent or lack of knowledge of drug possession or activity on behalf of guests while on the Premises shall not constitute a defense to the breach of this paragraph. Nonsmoking will include: tobacco cigarettes, smoking of marijuana, vaping, pipes, cigars, and chewing tobacco.
24. **REMEDIES.** If Tenant fails to comply with or breach this lease or relevant law, Owner will terminate the lease.
25. **FAILURE TO VACATE AFTER NOTICE.** If Tenant gives notice to vacate the Premises and fails to completely vacate prior to the expiration of the notice, Tenant shall pay for each day Tenant remains in the Premises, unless prohibited by law, a sum equal to two (2) times the daily market rate for the premises, or the maximum sum as provided for by state law, whichever is less. The daily market rate for the premises shall be calculated by dividing the monthly market rate rent by the number of days in the applicable month.
26. **HOLDING OVER.** If Tenant fails to deliver all keys and vacate the premises on or before the termination of this Lease, Tenant shall pay for the period of holdover a sum equal to two (2) times the daily market rate for the premises, or the maximum sum as provided for by state law, whichever is less. The daily market rate for the premises shall be calculated by dividing the monthly market rate rent by the number of days in the applicable month.
27. **RULES AND REGULATIONS.** Tenant and Tenant's guests shall obey all laws and ordinances applicable to the Premises and to engage in no activities in or on the Premises of an illegal nature, purpose or intent. Tenant further agrees that his/her guests shall never be disorderly, boisterous, or unlawful and shall not disturb the rights, comforts and conveniences of other Tenants of the Premises or neighborhood. The Tenant Rules and Regulations Handbook, as revised, is made a part of this lease.
28. **REIMBURSEMENT BY TENANT.** Except for those conditions caused by the negligence of the Owner or an act of God, Tenant has the duty to pay for repair of the following conditions, among other conditions, that may occur during an initial lease term, renewal term or extension term: (1) damage from wastewater stoppages caused by foreign or improper objects in lines that serve Tenant's dwelling; (2) damage to doors, windows, screens; (3) damage from windows or doors left open; and (4) damage caused by smoke. Such reimbursement shall be due immediately upon demand by Owner. Owner's failure or delay in demanding damage reimbursements, late-payment charges, returned check charges, or other sums due from Tenant, shall not be deemed a waiver thereof, and Owner may demand same at any time, including upon move-out.
29. **OWNERS LIABILITY.** Owner shall not be liable to Tenant, or Tenant's agents, invitees, or employees, for any damages or losses to person or property caused by other Tenants or persons on the Premises. Tenant agrees to indemnify and hold Owner harmless from and against any and all claims for damages to property or person arising from Tenant's use of the Premises, or from any activity, or work done, permitted or suffered by Tenant in or about the Premises. Owner shall not be liable for personal injury or damage or loss of Tenant's personal property (furniture, jewelry, clothing, etc.) from theft, vandalism, fire, water, rain storms, smoke, explosions, sonic booms or other causes whatsoever, unless the same is due to the negligence of Owner.
30. **RENTER'S INSURANCE.** It shall be the option of the Tenant to obtain and maintain a Renter's insurance policy, which provides public liability coverage and also provides for the protection of Tenant's personal property. The Housing Authority strongly encourages tenant to obtain renter's insurance.
31. **RIGHT OF ENTRY.** The Owner may enter the Premises (a) in the case of an emergency; (b) to make necessary or agreed repairs, decorations, alterations or improvements, or for preventative maintenance, pest control, inspection or to supply necessary or agreed services; (c) to exhibit the Premises to prospective Tenants or, workmen and contractors; (d) to exhibit the premises for purposes of promoting the housing program; (e) when the Tenant has abandoned or

surrendered the Premises or to determine if Tenant has abandoned the Premises; or (f) pursuant to court order. Any such entry by Owner shall be after the Owner has given Tenant reasonable notice of intent to enter as defined by applicable local or state law, with entrance during normal operating hours except in the case of an emergency.

32. **OWNER'S OBLIGATIONS.** Owner agrees to maintain the Premises to comply with the requirements of applicable building, housing and health codes, to make all reasonable repairs (subject to notification by Tenant in writing of the need for such repairs and Tenant's obligation to pay for damages caused by Tenant, or Tenant's guests, invitees or employees), and to comply with all applicable state and local laws. Notwithstanding the foregoing, Owner is not responsible to Tenant for conditions created or caused by the wrongful or negligent act or omission of Tenant, Tenant's agents, invitees, employees, or any other Tenants. Unless authorized by state law, Tenant has no right to abate, withhold, or escrow rental payments.
33. **GENERAL.** No oral agreements have been entered into with respect to this Lease. This Lease shall not be modified unless by an instrument in writing signed by Tenant and the agent for the Owner. In the event of more than one Tenant, each Tenant is jointly and severally liable for each provision of this Lease. Each Tenant states that he or she is of legal age to enter into a binding Lease for housing. Any member of Tenant's family, guest or a former occupant who has permanently moved out, is (at Owner's option) no longer entitled to occupancy or keys. All obligations hereunder are to be performed in the county and state where the Premises is located.
34. **SEVERABILITY.** If any clause or provision of this lease is illegal, invalid or unenforceable under present or future laws effective during the term hereof, then it is the intention of the parties hereto that the remainder of this lease shall not be affected thereby, and it is also the intention of the parties to this lease that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and to be legal, valid and enforceable.
35. **TENANT REPRESENTATIVE.** The Tenant hereby designates (Name) _____
(Address) _____ (Phone#) _____
as his/her personal representative and authorizes said designee to vacate the leased premises in the event the Tenant becomes ill, incapacitated or disabled for a period of not less than one (1) month or becomes deceased, and the Tenant agrees that all charges in connection with the storage and removal of his/her property be paid by his/her personal representative or his/her estate.
36. **COUNTERPARTS.** This lease is executed in multiple counterparts, with one copy to be furnished to Tenant and the other copy to be retained by Owner.
37. **ADDITIONAL AGREEMENTS.** By signing this Lease Tenant acknowledges receipt of the additional agreements attached as addendums listed below and that, except as modified by this lease or an addendum to this lease, Tenant agrees to abide by the policies outlined in each, which policies may be reasonably modified and/or changed at the option of the Owner, and shall be in writing and distributed to all Tenants and will become part of this lease.

- ☐ Addendum A – Mold/Mildew Agreement
- ☐ Addendum B – Smoke-Free Housing Agreement
- ☐ Addendum C – Smoke Detector, Carbon Monoxide, Fire Sprinkler
- ☐ Addendum D – Pet Agreement

Apartment Key _____
Community Room Key _____
Mailbox Key _____

If key is not returned \$100 fee
If key not returned \$5 fee
If key is not returned \$25 fee

Addendum A – Mold/Mildew Agreement

THIS ADDENDUM IS HEREBY ATTACHED TO AND PART OF THE RESIDENTIAL LEASE DATED AND SIGNED BY THE UNDERSIGNED PARTIES.

Mold. Mold consists of naturally occurring microscopic organisms which reproduce by spores. Mold breaks down and feeds on organic matter in the environment. The mold spores spread through the air and the combination of excessive moisture and organic matter allows for mold growth. Not all, but certain types and amounts of mold can lead to adverse health effects and/or allergic reactions. Reducing moisture and proper housekeeping significantly reduces the chance of mold and mold growth.

Climate Control. Tenant(s) agree to use all air-conditioning and heating systems in a reasonable manner. OWNER RECOMMENDS THAT AIR CONDITIONING BE SET AT OR BELOW 74 DEGREES.

Tenant(s) agree to:

1. Take measures to reduce moisture in the premises. The following is a list of ways to help reduce moisture in a home:
 - a. Use exhaust fans while bathing/showering and leave on for 20 minutes after the bath/shower is complete to remove moisture from the air.
 - b. Wipe down bathroom after bathing/showering to reduce standing water.
 - c. Leave bathroom door and shower curtain open after use to allow the air to flow. Use ceiling fans, if present, to promote air flow.
 - d. Keep the premises properly ventilated by periodically opening windows to allow circulation of fresh air during dry weather only.
 - e. Do not “hang-dry” clothes indoors, as this will increase moisture in the home.
 - f. Regularly empty dehumidifier (if used).

Tenant(s) will report in writing:

1. Visible or suspected mold or mildew, including discoloration of walls, baseboards, doors, window frames, ceilings.
2. Leaky faucets, tubs, and toilets; and loose, missing or failing grout or caulk around tubs, toilets, showers or sinks.
3. Moisture dripping from A/C units.
4. All A/C or heating problems.

Violation of this Addendum. If Tenant(s) fail to comply with this Addendum, Tenant(s) can be held responsible for property damage to the dwelling and any health problems that may result. Noncompliance includes but is not limited to Tenant(s) failure to notify Owner of any mold, mildew or moisture problems immediately in writing. Violation shall be deemed a material violation under the terms of the lease, and owner or agent shall be entitled to exercise all rights and remedies it possesses against Tenant(s) at law or in equity and Tenant(s) shall be liable to Owner for damages sustained to the leased Premises. Tenant(s) shall hold Owner harmless for damage or injury to person or property as a result of Tenant(s) failure to comply with the terms of this addendum.

HOUSING AUTHORITY OF THE TOWN OF LEDYARD, CT.

Owner Representative, Ledyard Housing Authority

Date

Tenant

Date

Addendum B – Smoke-Free Housing Policy Lease Addendum

Tenants and all members of Tenant's household are parties to a written Lease Agreement with the Ledyard Housing Authority (henceforth known as the Housing Authority). The Addendum states the following additional terms, conditions, and rules are incorporated into the Lease Agreement and supersedes previous versions of the Smoke-Free Housing Policy and any language contrary in the Lease Agreement.

1. Purpose of Policy.

This smoke-free policy is intended to benefit the Housing Authority and all of its tenants, visitors, and staff by mitigating:

- (A) The irritation and known adverse health effects of secondhand smoke;
- (B) The increased maintenance, cleaning, and redecorating costs from smoking;
- (C) The increased risk of fire from smoking; and
- (D) The higher costs of fire insurance for a non-smoke free building.

2. Definitions.

"Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any manner or in any form. "Smoking" also includes the use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form.

"Electronic Smoking Device" means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person in any manner for the purpose of inhaling vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, or vape pen, or under any other product name or descriptor.

3. All Buildings To Be Smoke-Free.

All buildings and grounds will be smoke free effective August 1, 2023. Smoking is prohibited in all apartments, including any associated decks or patios, apartment entryways including, but not limited to: bedroom, hallway, kitchens bathroom, and in the common areas of the Housing Authority buildings including but not limited to: community room, community bathroom, lobby, laundry room, office, maintenance room, shed and gazebo.

4. Smoking on Grounds of the Housing Authority.

Smoking is prohibited anywhere on the grounds, entryways, patios, and yards or on the grounds adjoining housing and office buildings effective August 1, 2023.

5. Applicability of Policy.

This Policy is applicable to all Tenants, Housing Authority employees, visitors, contractors, volunteers, and vendors.

6. Responsibilities of Tenants.

Tenants shall inform their guests and visitors of the smoke-free policy. Further, a Tenant shall promptly give the Housing Authority a written statement of any incident where tobacco or marijuana smoke, or vapor from an electronic cigarette, is migrating into the Tenant's apartment from sources outside the Tenant's apartment.

7. Housing Authority to Promote Smoke-Free Policy.

The Housing Authority shall post no-smoking signs in conspicuous places on the grounds and administrative office buildings. In addition, the Housing Authority shall provide copies of this Policy to all Tenants and prospective Tenants.

8. Other Tenants are Third-Party Beneficiaries of the Policy.

Tenant agrees that the other Tenants on the Premises are third-party beneficiaries of the Smoke-Free Housing Policy. A Tenant may bring legal action against another Tenant related to this smoke-free policy, but a Tenant shall not have the right to evict another Tenant. Any legal action between Tenants related to this Policy shall not create a presumption that the Housing Authority breached the Lease.

9. Violations of Policy.

A violation of this smoke-free Policy shall be considered a material breach of the Tenant's Lease and grounds for enforcement actions, including eviction, by the Housing Authority. A Tenant who violates the Policy shall also be liable to the Housing Authority for the costs of repair to the Tenant's apartment due to damage from smoke odors or residue.

10. Housing Authority Not Guarantor of Smoke-Free Environment.

The Housing Authority's adoption of this smoke-free Policy does not make the Housing Authority or any of its officers, employees, or agents, the guarantor of the health of any Tenant or of the smoke-free condition of the portions of its properties in which smoking is prohibited under the Policy. However, the Housing Authority will take reasonable steps to enforce the Policy. The Housing Authority is not required to take steps in response to smoking in violation of this Policy unless the Housing Authority either has actual knowledge of the smoking and the identity of the responsible Tenant or has been given written notice of the smoking.

11. Housing Authority Disclaimer.

The Housing Authority's adoption of this smoke-free Policy does not in any way change the standard of care that the Housing Authority would have to render buildings and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. The Housing Authority specifically disclaims any implied or express warranties that the building, common areas, or tenants' premises will have any higher or improved air quality standards than any other rental property. The Housing Authority cannot and does not warrant or promise that the rental premises or common areas will be free from secondhand smoke or vapor. The Housing Authority's ability to police, monitor, or enforce the provisions of this Policy is dependent in significant part on voluntary compliance by tenants and their guests/visitors. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that the Housing Authority does not assume any higher duty of care to enforce this Policy than any other Housing Authority obligation under the Tenants' Lease Agreement. Action will be taken for non-compliance.

12. Effect on Tenants.

Tenant acknowledges that the Housing Authority retains the right to install devices that have the ability to detect cigar, cigarette or any other tobacco product in any apartment where the tenant is or may be suspected of smoking. Additionally, the Housing Authority has the right to conduct inspections and assessments of apartments with proper notice to the Tenant. Failure to adhere to the Smoke-Free Housing Policy is cause for further legal proceedings up to and including eviction.

13. Waivers.

There will be no waivers.

I have read and been informed about the content of the Smoke-Free Housing Policy Lease Addendum for tenants at Ledyard Housing Authority and I have received a copy of the policy. I understand that if I have questions, at any time, regarding the Smoke-Free Housing Policy Lease Addendum, I can contact the office of the Ledyard Housing Authority.

Owner Representative, Ledyard Housing Authority

Date

Tenant

Date

Addendum C – Smoke Detector, Carbon Monoxide & Fire Sprinkler

In accordance with Connecticut General Statute's 47a-3f:

This letter is to inform you that your apartment is **NOT** equipped with an automatic fire suppression system.

The Smoke Detector, Carbon Monoxide, Fire Sprinkler Lease Addendum is attached and made part of the Lease Agreement by and between Ledyard Housing Authority and **TENANT NAME** at the premises 60 Kings Hwy Apt **XX**, Gales Ferry, CT 06335 in the Kings Corner Manor apartments.

The tenant understands that the owner's property insurance does not include or extend to the tenant, tenant's personal property, or tenant's guests. Therefore, the owner recommends that the tenant obtain his/her own renter's insurance coverage against all risk to personal harm and property damage.

1. Acknowledgement of installation of operating Smoke Detector
 - a. Tenants and Occupants acknowledge that Housing Authority has equipped the premises with a smoke detector hard wired to emergency 911. In case of electric outages, the detector has a battery backup. The tenant does not touch detector, if it beeps for low battery, call for maintenance. If you are a smoker and detector is malfunctioning due to smoking inside the apartment you will be billed for a new detector. The cost of the detector is about \$75
2. Acknowledgement of operating Carbon Monoxide Detector
 - a. Tenants and Occupants acknowledge that the Housing Authority has not equipped the premises with an operable Carbon Monoxide Detector.
3. Acknowledgement of operating Fire Sprinkler System
 - a. Tenants and Occupants acknowledge that the Housing Authority has not equipped the premises with an operable Fire Sprinkler System.
4. Acknowledgement of Maintenance Responsibilities
 - a. Tenants and Occupants acknowledge that they are barred from disabling the smoke detector at any time and must promptly report any malfunctions of detector to management.

Owner Representative, Ledyard Housing Authority

Date

Tenant

Date

Addendum D – Pet Agreement

Pets of any type are not allowed on the Premises at Ledyard Housing Authority (LHA) without the approval of the Owner, a pet vaccination or health certificate (whichever applies), a paid \$100.00 Pet Deposit, and an executed Pet Agreement.

By signing this agreement, the Tenant acknowledges the following:

1. Tenant understands that a pet is a major responsibility. Taking care of the pet in a manner that is consistent with Federal and State laws regarding the humane treatment of animals is mandatory. Owner will contact the appropriate authorities if they become aware of any mistreatment of pets.
2. Tenant agrees to provide proof of vaccination every year at lease signing. Failure to vaccinate pet(s) is a violation of this agreement.
3. The limitations on pets are as follows:
 - a. Cats – one indoor per household and cannot exceed 20 pounds
 - b. Birds – two per household
 - c. Fish – tank limited to a 10-gallon capacity
 - d. Dogs – NO DOGS ALLOWED
4. Tenant will keep the pet from causing any annoyance or discomfort to others and to immediately remedy any complaints concerning the pet.
5. Should the Tenant fail to comply with any part of this pet agreement, the Owner reserves the right to revoke permission to keep the pet. In such event, the Tenant agrees to permanently remove the pet from the property within 72 hours of receiving written notice from the Owner.
6. Tenant agrees to accept financial responsibility for the entire amount of any damages or injury to persons or property that may occur because of a pet.
7. Tenant understands that violation of these rules may be grounds for removal of the pet and/or termination of the lease agreement.

HOUSING AUTHORITY OF THE TOWN OF LEDYARD, CT.

Owner Representative, Ledyard Housing Authority

Date

Tenant

Date



File #: 23-2126

Agenda Date: 2/5/2024

Agenda #: 4.

AGENDA REQUEST
GENERAL DISCUSSION ITEM

Subject:

Discussion and possible action on the Housing Authority monthly meeting location. Vote for the monthly meeting location - ballots are available in the office, 1 per tenant. Voting closes on 2/20/2024 and votes will be opened/counted at the 3/4/2024 meeting.

Monthly Meeting Survey - Please choose 1

_____ VOICE record the meetings at Kings Corner Manor with loaned equipment from the Town when available (No cost)

_____ Zoom Link (voice record/video) can join from computer/phone at home (Owl equipment \$1899.05+ and Laptop \$300+ required equipment)

_____ Move the meetings to the Town Hall Annex

Background:

Department Comment/Recommendation:

(type text here)



TOWN OF LEDYARD CONNECTICUT

741 Colonel Ledyard Highway
Ledyard, Connecticut 06339-1551
(860) 464-3203
towncouncil@ledyardct.org

Chairman Kevin J. Dombrowski

MEMORANDUM

TO: All Town Committees/Commissions/Boards
FROM: Kevin J. Dombrowski, Chairman
DATE: March 24, 2022

Subject: Town of Ledyard Policies:

As technology has become an integral part of our day-to-day activities in conducting town business the Town Council has updated the following two policies:

- (1) Policy and Guidelines for Remote Meeting Participation
- (2) Town of Ledyard Policy Guidelines Electronic Communication for Volunteers/Elected Officials

During the Covid-19 Pandemic the town implemented a video conference platform providing remote meeting access to keep our volunteers and residents safe, while working to continue to conduct the business of the town. Our committees have found because of the convenience of the video conference platform, the number of residents attending and participation at meetings increased.

The Governor's executive order regarding fully remote meetings will expire on April 30, 2022. As the town works to transition back to in-person meetings, we have decided that going forward all meetings would be hybrid meetings (both in-person and remote attendance) to continue to provide transparency and easy public access to meetings. This plan included the purchase and installation of the Meeting HQ & OWL Pro equipment, which is a 360-degree camera that is voice activated and will zoom-in on the person speaking. The new equipment was purchased using Covid grant funding for technology improvements and is easy to use. The attached Policy provides the guidelines for conducting meetings going forward.

Embracing technology has enabled the dissemination of timely information to our town's volunteer committees/commissions/boards, as well as streamline operations by reducing paper, printing, postage and related office supplies through the use of electronic commutations.

While today's electronic communication and messaging has become a valuable tool, caution must be exercised in conducting the town's business as these methods of communication are considered to be public records and we all must comply with management and retention requirements of CGS 11-8; 11-8a and 7-109; as well as CGS 1-200-1-241 and appointed volunteers are being strongly encouraged to set-up a separate e-mail account from their personal e-mail account to receive town business information such as agendas, minutes and related information.

To aid in understanding and complying with these important requirements the Town Council adopted the attached "*Town of Ledyard Policy Guidelines Electronic Communication for Elected Town Officials and Appointed Volunteers*".

Please share these Policies with the members of your Committee/Commission/Board.

In working to fill vacancies on Committee/Commissions/Boards interested residents often ask the following types of questions:

- What are the objectives of the Committee/Commission/Board ?
- What type of work are the volunteers required to perform ?
- What is the time commitment ?
- Do I need to obtain any specialized training ?

To assist our Nominating Committees with attracting and recommending qualified candidates to best meet the needs of our various Town Committees /Commissions/Boards we ask that you take a few minutes to visit the ICompass “*Document Center*” at: <https://townledyard.civicweb.net/filepro/documents/30221> to review the information previously provided by your Committee regarding the “Role Description” and provide and updated refreshed outline of the objectives of your Committee/Commission/Board along with a description of the type of work your volunteers are asked to perform on behalf of the town.

Your cooperation regarding this request and in complying with these comprehensive and important Policy Guidelines is appreciated.

Should you have any questions, please contact the Town Council Office at 464-3203.

Thank you.

cc:

Mayor Allyn
Agricultural Commission
Cemetery Committee
Conservation Commission
Economic Development Commission
Historic District Commission
IWWC

Ledyard Beautification Committee
Ledyard Farmers Market Committee
Ledyard Nursing Board (VNA)
Library Commission
Parks & Recreation Commission
PMBC
Planning & Zoning Commission

Retirement Board
Senior Citizens Commission
Youth & Social Services Board
Water Pollution Control Authority
Zoning Board of Appeals

POLICY: #2022-03-23-01

POLICY AND GUIDELINES FOR REMOTE MEETING PARTICIPATION

Today's technology has provided the ability to provide transparency in the operation of local government with the use of electronic devices and technology such as video teleconference platforms.

Under provisions contained in CGS Section 1-200 which states members can attend a meeting "whether in person or by means of electronic equipment"; the Town Council adopts the following "Policy and Guidelines for Remote Meeting Participation":

It is the Policy of the Town of Ledyard that the Ledyard Town Council and the Town's appointed Committees/Commissions/Boards may conduct all of their in-person meetings in a Hybrid Format enabling both in-person and remote participation, providing the appropriate technology and equipment is available at the physical meeting location. However, this does not preclude meetings from being held remotely when appropriate.

In accordance with the Freedom of Information Act the following Protocols are required to conduct remote or hybrid meetings:

1. Remote Meetings:
The public and committee members have the ability to participate, view or listen to each meeting or proceeding either by conference call, videoconference or other technology in real time.
2. Hybrid Meetings:
Hybrid Meeting provides both in-person and remote participation, for the public, committee/commission/board member and invited guests to be involved in the meeting.
3. Acceptable Means for Remote Participation
Committee/Commission/Board Members, both elected and appointed, can attend a meeting remotely and may use the following acceptable mediums: telephone, internet, audio or video conferencing, or any other technology means that enables the remote participant and all those present at the meeting to be clearly audible to one another. Remote participation should come from a software platform and device that can provide consistent and persistent signal strength.

The Town shall designate a widely available software platform for Committees/Commissions/Boards to conduct remote meetings.

4. Posting of Notice:

The required notice and agenda for each meeting or proceeding shall be posted on the Town's Website – Meeting Portal, and shall include information about how the meeting will be conducted and how the public can access it.

If a public agency intends to conduct a regular meeting either in part or entirely through remote means, the agency must notify its Members either in writing or through electronic means of that fact not less than forty-eight (48) hours prior to the meeting. The remote meeting invite would be sufficient notification.

In accordance with CGS 1-225 the Agenda shall be posted no later than 24 hours prior to the meeting as follows:

- (1) At its regular office or place of business;
- (2) In the office of the clerk or district of the political subdivision in which the agency is located, and
- (3) On the agency's website if it has one.

The notice must also include instructions for the public on how to attend and provide comment or otherwise participate in the meeting, either in person or by electronic means, as permitted.

5. Meeting Materials:

Materials relevant to matters on the agenda, including but not limited to materials related to specific applications, if applicable, shall be submitted to the agency a minimum of twenty four (24) hours prior and posted to the agency's website for public inspection prior to, during, and after the meeting, and any exhibits to be submitted by members of the public shall, to the extent feasible, also be submitted to the agency a minimum of twenty-four (24) hours prior to the meeting and posted to the agency's website for public inspection prior to, during, and after the meeting.

6. Conducting of Meeting

- (a) All speakers taking part in any such meeting or proceeding shall clearly state their name and title, if applicable, before speaking on each occasion that they speak.
- (b) The meeting host (moderator) should mute and unmute people as needed.
- (c) The meeting host (moderator) shall ask people who are calling in to identify themselves. As an example, the moderator would say "who is calling from 860-464-XXXX?".
- (d) Once callers and video participants are identified, the host (moderator) may ask any participants who have a comment, to please use the "raise your hand" feature in the application for call in.

- (e) Participants may briefly provide comments at the start of each meeting, as specified by the meeting agenda.
- (f) Disruption by Public Participating Electronically - In the event a person or group of person attends a public meeting electronically and interrupts the proceedings or are otherwise preventing the orderly conduct of business, the agency may terminate such person's or persons' electronic access until such time as order is restored. Note that if this occurs, no business which is not on the agenda may be conducted.

7. Remote or Hybrid Participation

(a) Fully Remote Meeting:

The Chairman will serve as the Host (moderator) of the Meeting, unless the Chairman designates another to serve as the Meeting Host (moderator).

(b) Hybrid Meeting:

The Chairman shall be physically at the posted meeting location. In the event they cannot be physically be at the meeting location, they shall designate another member to serve as the Chairman-pro-tem (meeting facilitator).

The Town Council and Town Committees/Commissions/Boards plan to have a quorum present at the physical location the meeting.

It shall be the responsibility of the Chairman to ensure the proper number of committee members will be physically present at the meeting location. However, if for some reason a quorum cannot physically be at the meeting location, the following minimum number of voting members shall be physically present at the meeting location for the meeting to continue:

Committee Voting Members	Committee Members Physically Required at Hybrid Meeting Location
6 or less	2
7 – 9	3
More than 9	One-third of voting Membership

(c) Changing a Hybrid Meeting to a Fully Remote Meeting:

There may be circumstances in which a scheduled hybrid meeting may need to be changed to a fully remote meeting, such as it was not safe to meet in-person at the designated physical location.

The Hybrid Meeting could be changed to a fully Remote Meeting as follows:

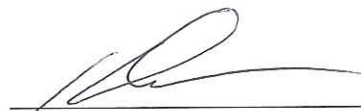
Cancel the “In-Person” portion of the meeting in the same manner as any other meeting would be cancelled.

- ✓ Post a Cancellation in the Town Clerk's Office, on the door of the meeting location, and update the on-line Agenda to state the following:

“The In-Person Portion of the _____ meeting has been Cancelled. The meeting will be held totally Electronically/Remotely”, and then again list the link and other remote information on the notice.

8. Meeting Record:
The meeting or proceeding shall be recorded or transcribed, and such recording or transcript shall be posted on the agency's website within seven (7) days of the meeting or proceeding and made available within a reasonable time in the agency's office.
9. Quorum
Remote participants will be able to exercise all their duties for the transaction of business, as set forth in the Town Charter; all remote participation will count toward a quorum. It shall be the responsibility of the Chairman to ensure all voting members are properly engaged through both audio and video throughout the meeting.
10. Executive Sessions
Remote participation at an executive session will be permitted in accordance with the guidelines of this policy. The remote participant must state for the record that they are alone and can not be overheard during the executive session.
11. Effective Date
The “*Policy and Guidelines for Remote Meeting Participation Policy*” shall become effective upon adoption and supersedes other policies pertaining to this subject.

Adopted by the Ledyard Town Council on: March 23, 2022


Kevin J. Dombrowski, Chairman

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Revision: “*Town Council Guidelines – Remote Participation*” Adopted May 9, 2012;
“*Protocols for Remote Meeting Participation*” Adopted April 8, 2020.

History:

2022: Updated to delete language regarding the Governors Executive Order No.7A, dated March 13, 2020 “*Suspending In-Person Open Meeting Requirements*” that was in response the COVID-19 Pandemic; and added introduction language regarding Hybrid Meeting.

In addition, added language throughout the document pertaining to: (1) Section 4 - Noticing of Remote/Hybrid Meetings; (2) Section 6 paragraph (f) To address public disruption by public attending meeting electronically; (3) Section 7 paragraph (b) Hybrid Meetings.

TOWN OF LEDYARD
POLICY GUIDELINES
ELECTRONIC COMMUNICATION
FOR ELECTED TOWN OFFICIALS AND APPOINTED VOLUNTEERS

This Policy provides guidance to elected officials and appointed volunteer members of the Town of Ledyard's Committees, Commissions and Board concerning electronic communication and for managing and retaining electronic messages, including e-mail, e-fax, instant messaging and text messaging under CGS 11-8; 11-8a and 7-109 related to town business and meetings.

1. DEFINITIONS

For the purposes of this Policy, the following shall mean:

Meetings

In accordance with CGS Chapter 14, Section 1-200 "*Meeting*" means any hearing or other proceeding of a public agency, any convening or assembly of a quorum of a multimember public agency, and any communication by or to a quorum of a multimember public agency, whether in person or by means of electronic equipment, to discuss or act upon a matter over which the public agency has supervision, control, jurisdiction or advisory power.

A conference call, video conference, or other communication by means of electronic equipment may constitute a meeting.

Electronic Communication/Messages

Electronic messages include e-mail, e-fax, instant messaging (IM), text messaging (SMS) and web-based messaging services.

Electronic communication/messages may be transmitted by a variety of mediums, including but not limited to computers and mobile computing devices (e.g. laptops, net books, notebooks, tablets and cellular phones).

Electronic messages are public records and under the Connecticut Uniform Electronic Transactions Act (CUETA) an electronic record is "*a record created, generated, sent, communicated, received or stored by electronic means, including, but not limited to facsimiles, electronic mail, telex and internet messaging*"(CGS 1-267).

Electronic Thread

"Electronic Thread" is any string of electronic messages.

Public Record

Pursuant to CGS 1-200 “*public records or files*” means any recorded data or information relating to the conduct of the public business prepared, owned, used, received or retained by a public agency, whether such data or information may be handwritten, typed, tape-recorded, printed, Photostatted, photographed or recorded by any other method”.

Record Custodian

The “Record Custodian” shall be the Administrative Assistant/Support Staff for the Town Council and its Sub Committees; and the Clerical Assistant/Fiscal Assistant/Support Staff for the Committees/Commissions/Boards of the Town of Ledyard.

2. USE OF ELECTRONIC MESSAGES/COMMUNICATION TOOL

The following guidelines are provided for Elected Officials and Appointed Volunteer Members of Town Committees/Commissions/Board in using electronic means of communication:

- a) Use e-mail to disseminate information in an effective and timely manner.
- b) Do not engage or deliberate on content contained in electronic communications.
- c) Use of IM; Text messaging and other forms of Direct Messaging for public agency business is prohibited.

3. RETENTION OF ELECTRONIC MESSAGES

Retention of electronic messages is based on the content of the message. Generally, most electronic messages have limited value and can be deleted immediately upon receipt.

However, electronic messages that document agency function and provide evidence of agency business must be retained according to the records retention schedules issued by State of Connecticut Office of Public Records Administrator under CGS 7-109 and CGS 11-8.

Electronic messages are similar to traditional postal mail. The message must be evaluated for action and subsequent retention. Maintain electronic messages for the required retention period under the equivalent records series.

Steps to determine the retention period of electronic messages:

- a. Determine whether the electronic message is a public record or non-record as outlined in records series issued by State of Connecticut Office of Public Records Administrator.
- b. If message is a record, determine which records series the message belongs to; for example :
 - Transitory Correspondence, delete at will
 - Routine Correspondence, retain for two (2) years
 - All Other Correspondence, retain for the equivalent records series issued by State of Connecticut Office of Public Records Administrator.
- c. If the message is a non-record, destroy at will (e.g. publications, notices, announcements, employee activities, spam, and unsolicited advertisements; etc.)

4. MANAGEMENT OF ELECTRONIC MESSAGES

For consistency in the management of electronic messages/records the “Record Custodian” must be included in all public record electronic communications.

The Record Custodian shall be responsible for retaining the record copy in accordance with the records retention scheduled issued by the Office of Public Records Administrator under CGS 7-109 and CGS11-8.

After an electronic thread is completed, the record custodian may retain only the last message (as long as it includes the prior messages) as the official record copy.

5. FREEDOM OF INFORMATION ACT DISCLOSURE

Based on the above-mentioned statutes, electronic messages sent or received in the conduct of public business are public records. All electronic accounts including public accounts used to conduct public business are subject to disclosure under FOIA, a court action, or an audit and should be treated in the same manner as any other recorded information.

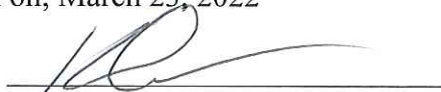
Elected Public officials are encouraged not to use private e-mail accounts and to obtain public accounts when possible.

Appointed Volunteers Members of Town Committees/Commissions/Board are strongly encouraged to set-up a separate e-mail account from their personal e-mail account to receive town business information such as agendas, minutes and related information.

6. EFFECTIVE DATE OF POLICY

The “*Policy Guidelines for Electronic Communication for Volunteer Town Officials*” shall become effective upon adoption

Amended and Adopted by the Ledyard Town Council on; March 23, 2022



Kevin J. Dombrowski, Chairman

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Revision: “*Policy Guidelines for Electronic Communication for Volunteer Town Officials*”
Adopted: July 13, 1994; Amended and Adopted by the Ledyard Town Council on September 12, 2012.

History:

2022: Updated “*Policy Guidelines for Electronic Communication for Volunteer Town Officials*” as follows:

Title: Added “*Elected*” and “*Appointed*”

Introduction paragraph: Added “*Appointed*” before the word Volunteers.

Section 3

Paragraph (a): Added: *as outlined in records series issued by State of Connecticut Office of Public Records Administrator.*

Paragraph (c): Added for further clarification: “*publications, notices, announcements, employee activities*”

Added Section Title: “**Section 5. FREEDOM OF INFORMATION ACT DISCLOSURE**” and renumbered remaining Sections accordingly.

Second paragraph Added: “elected”

Added new paragraph: *Appointed Volunteers Members of Town Committees/Commissions/ Board are strongly encouraged to set-up a separate e-mail account from their personal e-mail account to receive town business information such as agendas, minutes and related information*

Section 6 Removed: ~~and is hereby incorporated in the “Rules of Procedure for the Twenty-First Town Council”.~~



TOWN OF LEDYARD

741 Colonel Ledyard
Highway
Ledyard, CT 06339-1511

File #: 24-0115

Agenda Date: 2/5/2024

Agenda #: 5.

AGENDA REQUEST
GENERAL DISCUSSION ITEM

Subject:

Any Old Business Proper to come before the Board

Background:

(type text here)

Department Comment/Recommendation:

(type text here)



TOWN OF LEDYARD

741 Colonel Ledyard
Highway
Ledyard, CT 06339-1511

File #: 24-0116

Agenda Date: 2/5/2024

Agenda #: 1.

AGENDA REQUEST
GENERAL DISCUSSION ITEM

Subject:

Any New Business Proper to come before the Board

Background:

(type text here)

Department Comment/Recommendation:

(type text here)