

Town of Brookfield, Connecticut

Application for Certificate of Affordable Housing Completion

April 21, 2021



**Submitted by,
Steve Dunn, First Selectman**

**Town of Brookfield
100 Pocono Road, Brookfield, CT 06804
203-775-7301**

**Copy 1 of 5
Town Clerk, Town of Brookfield, CT**

Town Of Brookfield
Land Use Department
100 Pocono Road
Brookfield, CT 06804



7012 3050 0001 3412 2302



05/19/2021 ZIP 06484
043M32205235

\$009.65²

US POST

Commissioner Seila Mosquera-Bruno
Connecticut Department of Housing
505 Hudson Street
Hartford, CT 06106-7106



TOWN OF BROOKFIELD

BROOKFIELD, CT 06804

March 17, 2021

Commissioner Seila Mosquera-Bruno
Connecticut Department of Housing
505 Hudson Street
Hartford, CT 06106-7106

**RE: Application for Certificate of Affordable Housing Completion/Moratorium
Town of Brookfield, Connecticut for 2021**

Dear Commissioner Mosquera-Bruno:

The town of Brookfield respectfully submits an application for Certificate of Affordable Housing Completion pursuant to procedures outlined in Connecticut General Statutes §8-30g, and in the Regulations of State Agencies, §8-30g-6.

The Town has documented and restricted a total of 2% of the 6,562 dwelling units listed in the 2010 Census.

The Certificate of Affordable Housing Completion requires proof of "housing unit-equivalent points" of no less than 2% of 6,562 (total housing units in the Town), or **131.24 points**. This Application for State Certificate of Affordable Housing Completion documents **45 affordable housing units for a total of and 40.25 reserved HUE points from the 2017 moratorium** meeting the qualifications defined in §8-30g-6 of the Regulations.

Housing Unit Equivalent points for the affordable units in the set-aside developments have been certified and documented for a total of **131.24 HUE points**.

Housing Unit Equivalent points for the assisted housing units have been certified and documented for a total of **131.24 HUE points**.

The combined total of documented set-aside HUE points for Brookfield is therefore claimed for this restricted housing.



TOWN OF BROOKFIELD

BROOKFIELD, CT 06804

It is important to note that the Brookfield Planning Commission and Brookfield Zoning Commission have approved five additional §8-30g developments that have not yet been constructed with 46 additional affordable units. Two of the five developments should be completed in years 2021 and 2022, and additional units in the other developments may be constructed within the 4-year moratorium period.

The Brookfield Housing Authority continues to search for opportunities to add affordable homes at rates that meet or exceed the income and time restrictions in §8-30g, and their efforts would not be affected by the moratorium.

Documentation in this application has been compiled and certified by Alice Dew, Land Use Director.

Documents and calculations have been reviewed and further certified by Attorney Patricia C. Sullivan of Cohen & Wolf, P.C., Counsel for the Town of Brookfield. Alice Dew and Patricia Sullivan are available to answer any of your questions or provide additional information. Please feel free to contact them at the phone numbers and/or email addresses listed below:

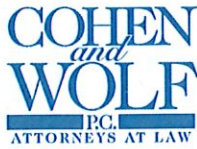
Alice W. Dew
Brookfield Land Use Director
adew@brookfieldct.gov

Patricia C. Sullivan
(203) 337-4124
psullivan@cohenandwolf.com

Thank you in advance for your consideration and review of this application. We look forward to any questions and comments you may have.

Sincerely,

Steve Dunn,
First Selectman,
Town of Brookfield



PATRICIA C. SULLIVAN

Please Reply To Bridgeport
Writer's Direct Dial: (203) 337-4124
E-Mail: psullivan@cohenandwolf.com

March 30, 2021

Commissioner Seila Mosquera-Bruno
Connecticut Department of Housing
505 Hudson Street
Hartford, CT 06106-7106

**RE: Application for Certificate of Affordable Housing Completion/Moratorium –
Town of Brookfield, Connecticut**

Dear Commissioner Mosquera-Bruno:

This letter will constitute the certification required by Section 8-30g-6(c)(2) of the Regulations of Connecticut State Agencies regarding the accompanying Application for State Certificate of Affordable Housing Completion which is being submitted by the Town of Brookfield (the "Town").

In my opinion, the Application complies with the provisions of Section 8-30g of the Connecticut General Statutes and with Section 8-30g-6 of the Regulations of Connecticut State Agencies in effect on the day that the Application is being submitted with the following qualifications:

Brookfield Village
800 Federal Road and 7 Station Road:

This 48 unit fully constructed tenant occupied development, for occupancy by Qualified Persons, funded by the Connecticut Housing Finance Authority offers rental units with varying percentages of the area median income levels at 800 Federal Road and 7 Station Road. In building 1, there are 13 units at 60% or less of AMI which qualify for 2 points per units for a total of **26 points**; 5 units at 120% which qualify for .25 per unit for a total of **1.25 points**. Building 4 has 3 units at 25% which qualify for 2.5 points for **7.5 points**; 27 units at 60% or less which qualify for 2 points per unit for a total of **54 points**. This development provides **88.75 HUE points** claimed for the 8-30g set-aside development.

1115 Broad Street
P.O. Box 1821
Bridgeport, CT 06601-1821
Tel: (203) 368-0211
Fax: (203) 394-9901

158 Deer Hill Avenue
Danbury, CT 06810
Tel: (203) 792-2771
Fax: (203) 791-8149

320 Post Road West
Westport, CT 06880
Tel: (203) 222-1034
Fax: (203) 227-13373

March 30, 2021

Page 2

Carlin's Way

1 and 3 Carlin's Way:

An affordable housing development with 5 homes, 2 of which are affordable at 80 percent of the area median income levels. The affordable units are entitled to 1.5 points per unit for **3.0 HUE points**. The market rate units are entitled to .25 HUE points each for an additional **.75 HUE points** for a total of **3.75 HUE points**.

Towne Brooke Commons:

This development helped the Town of Brookfield qualify for its 2017 Moratorium. At that time Brookfield claimed 23.25 HUE points and reserved **40.25 HUE points** for future applications for Certificates of Affordable Housing Completion that may be filed. It is claiming the reserved units for this Application.

Following is a description of the development as filed with the 2017 Application.

- (a) The site plan application for this 102-unit set-aside development was filed with the Brookfield Zoning Commission on September 29, 2000 and is therefore subject to Connecticut Public Act 99-261 (the "Act"). The Act required that 25% of the units in this development be restricted as affordable housing units for a period of 30 years. The Act also provides that 10% of the units (11 units) must be rented to persons and families whose income is less than or equal to 60% of the area median income or the State median income, whichever is less, and the remainder of the affordable units (15) must be rented to persons and families whose income is less than or equal to 80% of the area median income or the State median income, whichever is less.
- (b) The property on which the development was constructed (the "Property") has been conveyed by deeds that do not contain specific affordable housing covenants or restrictions. Rather, the deeds provide that the Property is subject to the Site Plan Modification Approval issued by the Town of Brookfield and recorded in Volume 528 at Page 271 of the Brookfield Land Records. The Site Plan Modification Approval recognizes that the development is an affordable housing development under Section 8-30g of the Connecticut General Statutes, and Mr. Santoro has informed the undersigned that the Department of Economic and Community Development counts the units in Towne Brooke Commons on its Affordable Appeals list.
- (c) It should be noted that the Town has not utilized all of this development's eligible HUE points, and that the Town reserves **40.25 points for future applications** for Certificates of Affordable Housing Completion that may be filed. The Town has claimed 23.25 HUE points for the purposed of this application.

March 30, 2021

Page 3

Based on the 2010 Census, there is a total of 6,562 total housing units in Brookfield. The Certificate of Affordable Housing Completion requires proof of "housing unit-equivalent points of no less than 2%", The Town of Brookfield **has a total of HUE points of 132.75** where **131.25 HUE points would be required**. Should you have any questions concerning the matters set forth in this letter please do not hesitate to contact the undersigned.

Sincerely,

Patricia C. Sullivan

Patricia C. Sullivan

PCS/rpr

cc: Town of Brookfield



TOWN OF BROOKFIELD

BROOKFIELD, CT 06804

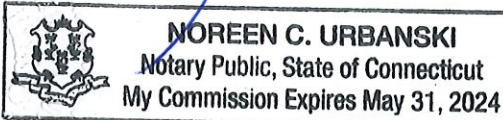
CERTIFICATION OF NO DEDUCTIONS

I, Alice Dew, Land Use Director for the Town of Brookfield, Connecticut, hereby depose and say, to the best of my knowledge and belief, and as support by the extensive research and gathering of documentation for this Application for State certificate of Affordable Housing Completion, that there has been no action by the municipality, or any Town Agency, to disqualify any unit claimed as providing housing unit-equivalent points claimed, as of the date of the submission of this application.

Alice W. Dew, Land Use Director

Subscribed and sworn to before me at Brookfield, Connecticut this 17th day of March 2021.

Notary Public



Application for Certificate of Affordable Housing Completion
TOWN OF BROOKFIELD, CONNECTICUT

Narrative: Projects Qualifying for Housing Unit-Equivalency Points

SET-ASIDE DEVELOPMENTS (8-30g)

The Town's Application for Certificate of Affordable Housing Completion includes documentation for a separate set-aside development, approved by the Zoning Commission under the town's Incentive Housing Zone.

Brookfield Village has a total of 48 units, all fully constructed with tenants living in this development which are funded by CHFA, offering rental units with varying percentages of the area medium income levels at 800 Federal Road and 7 Station Road.

In Building 1, there are 13 units at 60% or less of AMI for 2 points for a total of **26 points**; 5 units at 120% for .25 for **1.25 points**

Building 4 has 3 units at 25% for 2.5 points for **7.5 points**; 27 units at 60% or less for 2 points for **54 points**.

This development provides a total of **88.75 HUE points** claimed for the 8-30g set-aside development.

Carlin's Way is an affordable housing development with 5 homes, 2 of which are affordable. This allows for 2 homes at 80% (1.5 points) for a total of **3.0 points** with 3 homes at market rate for .75 per unit for a total of **3.75 points**.

The Town of Brookfield has HUE points reserved from the 2017 moratorium for a total of **40.25 points**.

Total HUE points: 132.75



TOWN OF BROOKFIELD

BROOKFIELD, CT 06804

Brookfield Application for State Certificate of Affordable Housing 2021 Moratorium HUE Points

Brookfield Village:

Building 1: 13 units @60% or less x 2points = 26

5 units @ market rate x .25 = 1.25 points

Building 4: 3 units @ 25% for 2.5 points = 7.5 points

27 units @ 60% x 2 points = 54 points

Total points for 48 units (CHFA) = 88.75 Points

Carlin's Way: 5 homes with 2 affordable

3 homes at Market Rate x .25 points = .75 Points

2 homes at 80% (1.5 points) = 3.00 Points

HUE reserved from 2017 moratorium: 40.25 Points

Total: 132.75 Points

Based on 2010 Census, there is a total of 6,562 total housing units in Brookfield. The Certificate of Affordable Housing Completion requires proof of "housing unit-equivalent points of no less than 2%", which would leave us with **131.25 HUE** points needed.



TOWN OF BROOKFIELD

BROOKFIELD, CT 06804

CERTIFICATION OF CERTIFICATES OF OCCUPANCY **Brookfield Application for State Certificate of Affordable Housing Completion**

I hereby certify that valid Certificates of Occupancy have been issued and are currently in effect for the following affordable housing units in 8-30g "set-aside" developments within the Town of Brookfield, as per the dates indicated and as shown on the attached Summary table:

<u>Development</u>	<u>CO Issued</u>	<u>Total Units</u>
Brookfield Village Brookfield, CT		
2 buildings consisting of 24 units in each structure. (43 affordable units with 5 market rate)	Issued Issued	43 Affordable Units
Carlin's Way		
5 Homes with 2 Affordable units	Issued	2 Affordable Units

State of Connecticut
County of Fairfield

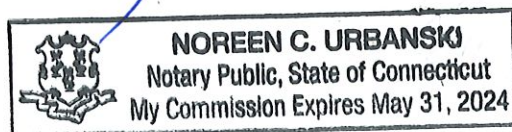

Demy Parpana, Building Official

Personally appeared Demy Parpana, signer and sealer of the foregoing instrument and acknowledged the same to be his/her free act and deed before me.

Date

March 17, 2021


Notary Public



**CERTIFICATE OF OCCUPANCY
TOWN OF BROOKFIELD**

Address: 800 FEDERAL RD
Owner: Brookfield Village LLC
Applicant: Montagno Construction

Property ID: 00706000
CO Date: 03/27/2018
Permit #: B-16-129


- (A) USE GROUP: ...
Mixed Use: B/M/R2
- (B) TYPE OF CONSTRUCTION
5B
- (D) AUTOMATIC SPRINKLER SYSTEM INSTALLED?
[X] Yes [] No REQUIRED? [X] Yes [] No
- (C) EDITION OF CODE ON WHICH THE PERMIT WAS
ISSUED: 2005 SBC with 2009, 2011, and 2013 Amendments

DESCRIPTION OF WORK

New 26,448 Square Foot Commercial Building with Apartments Above. Building #1

This Is To Certify That The Work Done Under Permit # **B-16-129** Conforms To The Provisions Of The Connecticut Basic Building Code And All Other Laws And Ordinances Of The State Of Connecticut And The Town Of Brookfield.

It Is Specifically Understood That This Certificate Becomes Null And Void When Secured Through Fraud Or Latent Violation Not Ascertainable At The Time Of Inspections Or When Changes In Use, Construction Or Building Service Equipment That Is Controlled By The Connecticut Building Code, Fire Code Or Other Location Regulations Are Made Without Department Approval.



William Babyak
Assistant Building Official

COPY

**CERTIFICATE OF OCCUPANCY
TOWN OF BROOKFIELD**

Address: 7 STATION ROAD **Property ID:** 00704000
Owner: BROOKFIELD VILLAGE LLC **CO Date:** 12/22/2017
Applicant: Montagno Construction Inc. **Permit #:** B-16-130

- (A) USE GROUP: Mixed Use: B/M/R2 (D) AUTOMATIC SPRINKLER SYSTEM INSTALLED?
[X] Yes [] No REQUIRED? [X] Yes [] No
- (B) TYPE OF CONSTRUCTION 5B 1. Hazard Classification/Storage Configuration (including
Aisle widths for which sprinkler system is designed):
LIGHT DUTY
- (C) EDITION OF CODE ON WHICH THE PERMIT WAS
ISSUED: 2016 SBC 2. Automatic Sprinkler/Standpipe System demand at the
base of the riser: 1,500gpm @ 160psi


DESIGN OCCUPANT LOAD: 383

DESCRIPTION OF WORK

**New 33,285sqft Commercial Building with Apartments Above. Brookfield Village Bldg. #4
Permit # B-17-445 for Unfinished Work Opened .**

This Is To Certify That The Work Done Under Permit # **B-16-130** Conforms To The Provisions Of The Connecticut Basic Building Code And All Other Laws And Ordinances Of The State Of Connecticut And The Town Of Brookfield.

It Is Specifically Understood That This Certificate Becomes Null And Void When Secured Through Fraud Or Latent Violation Not Ascertainable At The Time Of Inspections Or When Changes In Use, Construction Or Building Service Equipment That Is Controlled By The Connecticut Building Code, Fire Code Or Other Location Regulations Are Made Without Department Approval.



William Babyak
Assistant Building Official

COPY

Alice Dew

From: Allan Rothman <arothman@unicorncontracting.com>
Sent: Monday, March 15, 2021 4:06 PM
To: Alice Dew
Subject: Fwd: Buildings 1 & 4 in Brookfield Village

Please see below from the management company.

Sent from Allan Rothman's iPhone

Begin forwarded message:

From: Alison Shears <AShears@demarcomc.com>
Date: March 15, 2021 at 4:03:39 PM EDT
To: Allan Rothman <arothman@unicorncontracting.com>
Subject: Re: Buildings 1 & 4 in Brookfield Village

Hi,

Count is wrong on few. I remember Sherrie advising upon initial lease up that the AMI designations were changed from number of 60% tiers and 50% tiers.
Counts are as follows:

BLDG 4:

3 one br 25%
4 one br 50%
12 one br 60%
2 two br 50%
9 two br 60\$

BLDG 1:

6 one br 50%
6 one br 60%
1 two br 60%
5 two br market rent (120%)

Thanks,

Alison Shears, TCS
Property Manager
DeMarco Management Corporation
Brookfield Village
7 Station Road/800 Federal Road
Brookfield, CT 06804
Office: (475) 289-2288
Fax: (475) 289-2289



TOWN OF BROOKFIELD

BROOKFIELD, CT 06804

November 21, 2014

Michael A. Galarite
Frederick P. Clark Assoc., Inc.
41 Ruane Street
Fairfield, CT 06824

Re: Brookfield Village
800, 802 and 806 Federal Rd. and 7 Station Road

The following is an approved Mixed-use development on the subject properties:

	Total S.F.	Residential S.F.	Commercial S.F.	Parking Spaces
Building 1	27,183	19,883	7,300	41
Building 2	22,881	17,206	5,675	34
Building 3	22,881	17,206	5,675	34
Building 4	34,122	31,725	2,397	48
Totals:	107,067	86,020	21,047	157

	1 Bedroom Units	2 Bedroom Units	Total Units
Building 1	12	6	18
Building 2	12	2	14
Building 3	12	2	14
Building 4	20	10	30
Totals:	56	20	76

Confirmed and Approved by: *Alice W. Dew*

Alice W. Dew, Zoning Enforcement Officer

Town of Brookfield, 100 Pocono Road, Brookfield, CT 06804

Date: 11/21/14

VOL 0587 PAGE 0263

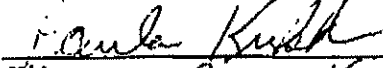
002175

WARRANTY DEED - 1 CARLINS WAY, BROOKFIELD, CONNECTICUT 06804

To all People to whom these Presents shall come, Greeting:**KNOW YE, THAT****Wilpak L.L.C., a corporation existing under the laws of the State of Connecticut****for the consideration of****TWO HUNDRED FORTY-TWO THOUSAND DOLLARS AND - - - - - NO/100****received to his full satisfaction of****Dean E. Esposito****does give, grant, bargain, sell and confirm unto the said
Dean E. Esposito**

To Have and to Hold the above granted and bargained premises, with the appurtenances thereof, unto him the said grantee **his** heirs, successors, and assigns forever, to him and their own proper use and behoof. And also, **it** the said grantor **does for itself**, **its** heirs, executors, administrators, and successors, covenant with the said grantee, **his** heirs, successors, and assigns, that at and until the ensembling of these presents, **it is** well seised of the premises, as a good indefeasible estate in *Fee Simple*; and has good right to bargain and sell the same in manner and form as is above written and that the same is free from all encumbrances whatsoever, except as hereinbefore mentioned.

And Furthermore, it the said grantor **does** by these presents bind **itself** and **its** heirs forever to *Warrant and Defend* the above granted and bargained premises to him the said grantee **his** heirs, successors, and assigns, against all claims and demands whatsoever, except as hereinbefore mentioned.

IN WITNESS WHEREOF,**Wilpak L.L.C., a corporation existing under the laws of the State of Connecticut****has hereunto set its hand this 2nd day of July, 2008.***Signed and Delivered in the presence of (Type or Print name below each signature.)***WITNESS:****GRANTOR:****Wilpak L.L.C.****Witness Erik Kukk****Witness****PAULA KUKK****By:****Stephen R. Payuk, It's Member****(Seal)****(Corporate Seal)****STATE OF Connecticut****} ss.****July 2nd, 2008****COUNTY OF Fairfield**

Personally Appeared Stephen R. Payuk, as aforesaid, Signer of the foregoing Instrument, and acknowledged the same to be his free act and deed as such **It's Member** and the free act and deed of said corporation/partnership, before me.

Conveyance Tax Received**TOWN CLERK OF BROOKFIELD****Printed Name: Erik Kukk****Commissioner of Superior Court****My commission expires****Conveyance Tax Received****Grantees' Mailing Address:****40 Moody Lane, Danbury, CT 06810****TOWN CLERK OF BROOKFIELD**

SELL0737

Laser Generated by © Display Systems, Inc., 2001 (163)763-5555 Form CTWD-1

VOL 0587 PAGE 0263

002175

WARRANTY DEED - 1 CARLINS WAY, BROOKFIELD, CONNECTICUT 06804

To all People to whom these Presents shall come, Greeting:**KNOW YE, THAT****Wilpak L.L.C., a corporation existing under the laws of the State of Connecticut****for the consideration of****TWO HUNDRED FORTY-TWO THOUSAND DOLLARS AND - - - - - NO/100****received to his full satisfaction of****Dean E. Esposito****does give, grant, bargain, sell and confirm unto the said
Dean E. Esposito**

To Have and to Hold the above granted and bargained premises, with the appurtenances thereof, unto him the said grantee **his** heirs, successors, and assigns forever, to him and their own proper use and behoof. And also, **it** the said grantor **does for itself**, **its** heirs, executors, administrators, and successors, covenant with the said grantee, **his** heirs, successors, and assigns, that at and until the ensembling of these presents, **it is** well seised of the premises, as a good indefeasible estate in *Fee Simple*; and has good right to bargain and sell the same in manner and form as is above written and that the same is free from all encumbrances whatsoever, except as hereinbefore mentioned.

And Furthermore, it the said grantor **does** by these presents bind **itself** and **its** heirs forever to *Warrant and Defend* the above granted and bargained premises to him the said grantee **his** heirs, successors, and assigns, against all claims and demands whatsoever, except as hereinbefore mentioned.

IN WITNESS WHEREOF,**Wilpak L.L.C., a corporation existing under the laws of the State of Connecticut****has hereunto set its hand this 2nd day of July, 2008.***Signed and Delivered in the presence of (Type or Print name below each signature.)***WITNESS:****GRANTOR:****Wilpak L.L.C.****By:****Stephen R. Payuk, It's Member****(Seal)****Witness Erik Kuk****Witness****PAULA KUKK****(Corporate Seal)****STATE OF Connecticut****} ss.****July 2nd, 2008****COUNTY OF Fairfield**

Personally Appeared Stephen R. Payuk, as aforesaid, Signer of the foregoing Instrument, and acknowledged the same to be his free act and deed as such **It's Member** and the free act and deed of said corporation/partnership, before me.

Conveyance Tax Received**6/21/08****Jean M. Locke**
TOWN CLERK OF BROOKFIELD**Printed Name: Erik Kuk**
Commissioner of Superior Court
My commission expires**605 - Jean M. Locke**
TOWN CLERK OF BROOKFIELD

Grantees' Mailing Address:
40 Moody Lane, Danbury, CT 06810

VOL 0587 PAGE 0264

SCHEDULE A
(Legal Description)

All that certain piece or parcel of land located in the Town of Brookfield, County of Fairfield and State of Connecticut, shown as "Lot 5 30,270 ± s.f. 0.70 ± Ac." on a certain map entitled "TOWN OF BROOKFIELD FAIRFIELD COUNTY, CONN. FINAL SUBDIVISION MAP Name Of Subdivision: 'CARLINS HILL' AFFORDABLE HOUSING RESUBDIVISION OF LOT 5 THE KNAPP SUBDIVISION" which map dated 11-13-06 is Certified "Substantially Correct" by Richard A. Bunnell, R.L.S., CT Lic. # 15562 and is filed in the Town Clerk's Office in the Town of Brookfield as Map #1214.

Said premises are subject to the following:

1. Taxes hereinafter due to the Brookfield Tax Collector.
2. Notes, Easements and Building Setback Lines as shown on Map No. 26-20 and Map No. 1214 on file in the Brookfield Town Clerk's Office.
3. Any and all provisions of any ordinance, municipal regulations, public or private law, including but not limited to the planning and zoning regulations of the Town of Brookfield.
4. Electric Distribution Easement to The Connecticut Light and Power Company dated December 7, 2007 and to be recorded in the Land Records of the Town of Brookfield.
5. Declaration and Maintenance Agreement dated April 30, 2008 and recorded in the Land Records of the Town of Brookfield in Volume 585 at Page 851.

The property conveyed hereby is an "affordable housing unit" as defined in C.G.S. § 8-30g. Said property is subject to the following restrictions (the "Restrictions"):

A. This dwelling unit is an affordable housing dwelling unit within a set aside development as defined in section 8-30g of the Connecticut General Statutes and in accordance with the applicable regulations for state agencies that were in effect on the date of the original application for initial local approval on July 24, 2007, and is therefore subject to a limitation, at the date of purchase, on the maximum annual income of the household that may purchase the unit, and is subject to a limitation on the maximum sale or resale price, these limitations shall be strictly enforced, and may be enforced by the person identified in the affordability plan as responsible for the administration of these limitations or the zoning enforcement authority of Brookfield.

VOL 0587 PAGE 0265

B. For the duration of this covenant or restriction, this dwelling unit may be sold only to persons and families whose annual income does not exceed 60% percent of 'median income' as defined in subsection 8-30g-1(10) of the Regulations of Connecticut State Agencies, applicable to this unit as specified in an affordability plan as on file with the Town of Brookfield. In addition, this unit may be sold or resold only at a price equal to or less than the price determined using the formula stated in section 8-30g-8(a), or the formula stated in section 8-30g-8(b) as applicable, of the Regulations of Connecticut State Agencies.

C. In the event said owner desires to make said property available for sale, said owner shall follow the procedures of Section XIV of the Affordability Plan.

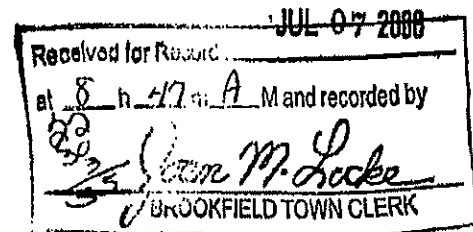
D. Said owner shall occupy said property as said owner's principal residence and shall not lease said property.

E. Said owner shall maintain said property. Said owner shall not destroy, damage or impair said property, to deteriorate, or commit waste on said property. When said property is offered for resale, the Administrator shall cause said property to be inspected.

F. The Restrictions shall run with the land for a period of forty (40) years from the date of initial conveyance of said property by Wilpak, L.L.C. or its successor(s) or assign(s) to an eligible family or household. After the expiration of said forty (40) year period, the Restrictions shall be of no further force and effect. Notwithstanding the foregoing, the right of first offer in Paragraph F above shall remain in effect and shall apply to the first conveyance of said property following the expiration of said forty (40) year period.

G. This development was approved by the agencies of the Town based in part on the condition that a defined percentage of the homes in the subdivision would be preserved as affordable housing units. The Restrictions are required by law to be strictly enforced.

H. A violation of the Restrictions shall not result in a forfeiture of title, but the Brookfield Planning and Zoning Commissions shall otherwise retain all enforcement powers granted by the General Statutes, including § 8-12, which powers include, but are not limited to, the authority, at any reasonable time, to inspect said property and to examine the books and records of the Administrator to determine compliance of said property with the affordable housing regulations.



3 Carlin's Way

VOL 0578 PAGE 0798

000192

WARRANTY DEED

To all People to whom these Presents shall come, Greeting:

KNOW YE, THAT

Wilpak, L.L.C., a corporation existing under the laws of the State of Connecticut
for the consideration of
ONE HUNDRED SIXTY-THREE THOUSAND DOLLARS AND - - - - - NO/100
received to her full satisfaction of
Lindsay A. Hausmann

does give, grant, bargain, sell and confirm unto the said
Lindsay A. Hausmann

SEE ATTACHED SCHEDULE A

Conveyance Tax Received

Jan M. Locke *State*
815.00
TOWN CLERK OF BROOKFIELD

Conveyance Tax Received

Jan M. Locke *Town*
407.50
TOWN CLERK OF BROOKFIELD

To Have and to Hold the above granted and bargained premises, with the appurtenances thereof, unto her the said grantee her heirs, successors, and assigns forever, to her and their own proper use and behoof. And also, it the said grantor does for itself, its heirs, executors, administrators, and successors, covenant with the said grantee, her heirs, successors, and assigns, that at and until the enrolling of these presents, it is well seised of the premises, as a good indefeasible estate in Fee Simple; and has good right to bargain and sell the same in manner and form as is above written and that the same is free from all encumbrances whatsoever, except as hereinbefore mentioned.

And Furthermore, it the said grantor does by these presents bind itself and its heirs forever to Warrant and Defend the above granted and bargained premises to her the said grantee her heirs, successors, and assigns, against all claims and demands whatsoever, except as hereinbefore mentioned.

IN WITNESS WHEREOF,

Wilpak, L.L.C., a corporation existing under the laws of the State of Connecticut

has hereunto set its hand this 13th day of December, 2007.
Signed and Delivered in the presence of (Type or Print name below each signature.)

WITNESS:

GRANTOR:
Wilpak, L.L.C.

Erik Kukk
Witness Erik Kukk

By: *Stephen R. Payuk* (Seal)
Stephen R. Payuk, It's Member

Paula Kukk
Witness Paula Kukk

(Corporate Seal)

STATE OF Connecticut
COUNTY OF Fairfield

} ss. December 13th, 2007

Personally Appeared Stephen R. Payuk, as aforesaid, Signer of the foregoing Instrument, and acknowledged the same to be his free act and deed as such It's Member and the free act and deed of said corporation/partnership, before me.

Erik Kukk
Erik Kukk
Commissioner of Superior Court

Grantees' Mailing Address:
53 Hopbrook Road, Brookfield, CT 06804

YOL 0578 PAGE 0799

SCHEDULE A
(Legal Description)

All that certain piece or parcel of land located in the Town of Brookfield, County of Fairfield and State of Connecticut, shown as "Lot 4 30,270 ± s.f. 0.70 ± Ac." on a certain map entitled "TOWN OF BROOKFIELD FAIRFIELD COUNTY, CONN. FINAL SUBDIVISION MAP Name Of Subdivision: 'CARLINS HILL' AFFORDABLE HOUSING RESUBDIVISION OF LOT 5 THE KNAPP SUBDIVISION" which map dated 11-13-06 is Certified "Substantially Correct" by Richard A. Bunnell, R.L.S., CT Lic. # 15562 and is filed in the Town Clerk's Office in the Town of Brookfield as Map #1214.

Said premises are subject to the following:

1. Taxes hereinafter due to the Brookfield Tax Collector.
2. Notes, Easements and Building Setback Lines as shown on Map No. 26-20 and Map No. 1214 on file in the Brookfield Town Clerk's Office.
3. Any and all provisions of any ordinance, municipal regulations, public or private law, including but not limited to the planning and zoning regulations of the Town of Brookfield.
4. Electric Distribution Easement to The Connecticut Light and Power Company dated December 7, 2007 and to be recorded in the Land Records of the Town of Brookfield.

The property conveyed hereby is an "affordable housing unit" as defined in C.G.S. § 8-30g. Said property is subject to the following restrictions (the "Restrictions"):

A. This dwelling unit is an affordable housing dwelling unit within a set aside development as defined in section 8-30g of the Connecticut General Statutes and in accordance with the applicable regulations for state agencies that were in effect on the date of the original application for initial local approval on July 24, 2007, and is therefore subject to a limitation, at the date of purchase, on the maximum annual income of the household that may purchase the unit, and is subject to a limitation on the maximum sale or resale price, these limitations shall be strictly enforced, and may be enforced by the person identified in the affordability plan as responsible for the administration of these limitations or the zoning enforcement authority of Brookfield.

B. For the duration of this covenant or restriction, this dwelling unit may be sold only to persons and families whose annual income does not exceed 60% percent of 'median income' as defined in subsection 8-30g-1(10) of the Regulations of Connecticut State Agencies, applicable to this unit as specified in

VOL 0578 PAGE 0800

an affordability plan as on file with the Town of Brookfield. In addition, this unit may be sold or resold only at a price equal to or less than the price determined using the formula stated in section 8-30g-8(a), or the formula stated in section 8-30g-8(b) as applicable, of the Regulations of Connecticut State Agencies.

C. In the event said owner desires to make said property available for sale, said owner shall follow the procedures of Section XIV of the Affordability Plan.

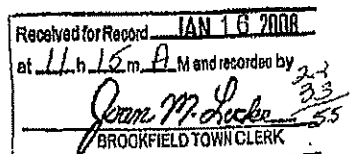
D. Said owner shall occupy said property as said owner's principal residence and shall not lease said property.

E. Said owner shall maintain said property. Said owner shall not destroy, damage or impair said property, to deteriorate, or commit waste on said property. When said property is offered for resale, the Administrator shall cause said property to be inspected.

F. The Restrictions shall run with the land for a period of forty (40) years from the date of initial conveyance of said property by Wilpak, L.L.C. or its successor(s) or assign(s) to an eligible family or household. After the expiration of said forty (40) year period, the Restrictions shall be of no further force and effect. Notwithstanding the foregoing, the right of first offer in Paragraph F above shall remain in effect and shall apply to the first conveyance of said property following the expiration of said forty (40) year period.

G. This development was approved by the agencies of the Town based in part on the condition that a defined percentage of the homes in the subdivision would be preserved as affordable housing units. The Restrictions are required by law to be strictly enforced.

H. A violation of the Restrictions shall not result in a forfeiture of title, but the Brookfield Planning and Zoning Commissions shall otherwise retain all enforcement powers granted by the General Statutes, including § 8-12, which powers include, but are not limited to, the authority, at any reasonable time, to inspect said property and to examine the books and records of the Administrator to determine compliance of said property with the affordable housing regulations.



Property Location: 3 CARLINS WAY
Vision ID: 102684
Account # 03031300

MAP ID: B04 / 025 / /
Bldg #: 1 of 1
Bldg Name: 1 of 1
Card 1 of 1
Sec #: 1 of 1

State Use: 101
Print Date: 10/27/2020 10:22

CURRENT ASSESSMENT									
CURRENT OWNER		TOPO	UTILITIES	STRT/ROAD	LOCATION		Description	Code	Assessed Value
BACCHIOCCHI DEBRA L/U & RUSSO MARIA		Above Street	5 Well	1 Paved			RES LOT	1-1	72,220
COSTA DAVID J		4 Rolling	6 Septic				RES BLDG	1-3	74,570
3 CARLINS WAY									
SUPPLEMENTAL DATA									
Other ID: 03031300		Section		ASSOC PID#					
Census 205100010600		Open Space							
TCM #1 MAP 26-20, 1140		BAA							
TCM #2 1214 LOT 4		Condo Declar							
Historic 1237		Address Char							
Zone		Zone							
GIS ID: B04025		Zone							
RECORD OF OWNERSHIP									
BACCHIOCCHI DEBRA L/U & RUSSO MARIA L/U		BK-VOL/PAGE	SALE DATE	q/u	w/i	SALE PRICE		V.C.	
BACCHIOCCHI DEBRA L/U & RUSSO MARIA		775/ 623	09/15/2020	U	I	220,000		25	
BACCHIOCCHI DEBRA		775/ 621	09/15/2020	U	I	220,000		25	
BACCHIOCCHI DEBRA		750/ 973	01/28/2019	U	I	163,000		25	
WILPAK LLC		742/ 657	06/18/2018	U	I				
NATIONSTAR MORTGAGE LLC		742/ 453	06/13/2018	U	I				
HAUSMANN LINDSAY A		586/ 962	01/16/2008	U	V				
OTHER ASSESSMENTS									
Year		Type	Description	Code	Amount	Number	Amount	Comm. Int.	
Total:									
ASSESSING NEIGHBORHOOD									
NBHD/ SUB		Street Index Name		Tracing		Batch			
13/A									
NOTES									
FIRM=3 RMS, 1BTH									
GAS FPL									
8/10- 1A									
DEED 586/962 IS CORRECTED DEED RECORDED									
6/30/08									
4 EX BTH									
BUILDING PERMIT RECORD									
Permit ID	Issue Date	Type	Description	Amount	Insp. Date	% Comp.	Date Comp.	Comments	
200700785	10/03/2007	NC	New Construct	143,600	10/18/2007	100	09/17/2008	NEW SINGL FAM: CO	
VISIT/ CHANGE HISTORY									
		Type	Date	ID	IS	CD	Purpose/Result		
		01	12/15/2011	MI	1	41	Hearing No Chg		
		06	08/30/2010	ES		00	Measured & Listed		
			10/16/2007	JM		56	Permit - Property Visited		
LAND LINE VALUATION SECTION									
B Use	Zone	Depth	Units	Unit Price	Factor S.A.	Acres	Disc Factor	ST. Idx	
1	R100		0.76 AC	150,000.00	1.2526	5	1.0000	0.85	
Total Card Land Units: 0.76 AC Parcel Total Land Area: 0.76 AC									
Total Land Value: 103,170									

6018
BROOKFIELD, CT

VISION

PREVIOUS ASSESSMENTS (HISTORY)

Yr.	Code	Assessed Value	Yr.	Code	Assessed Value
2019	1-1	72,220	2017	1-1	72,220
2018	1-3	74,570	2017	1-3	74,570
Total:		146,790	Total:		146,790

This signature acknowledges a visit by a Data Collector or Assessor

APPRaised VALUE SUMMARY

Appraised Bldg. Value (Card)	106,530
Appraised XF (B) Value (Bldg)	0
Appraised OB (L) Value (Bldg)	0
Appraised Land Value (Bldg)	103,170
Special Land Value	0
Total Appraised Parcel Value	209,700
Valuation Method:	C
Adjustment:	0
Net Total Appraised Parcel Value	209,700

AFFORDABILITY PLAN

P & A Associates of Bethel, Inc. ("P&A") submits this Affordability Plan in conjunction with its application to the Brookfield Planning and Zoning Commissions for approval of its "Carlin's Hill" residential development, consisting of a subdivision approval for 5 single-family detached homes on subdivided lots.

Under this plan, thirty percent (30%) of the homes for Carlin's Hill will designated as "Housing Opportunity Units" that will meet the criteria for "affordable housing" as defined in Connecticut General Statutes ("C.G.S.") § 8-30g. As amended by the legislature effective October 1, 2000, C.G.S. § 8-30g requires that for this application at least fifteen percent (15%) of the units must be affordable for 40 years to families earning eighty percent (80%) or less of the median income for the greater Danbury area or the State median income, whichever is less, and at least 15 percent (15%) of the units must be affordable to those earning sixty percent (60%) or less of either the area or State median income, whichever is less. Because the area median income for the greater Danbury area (\$95,900.00) as of the date of this application is greater than the statewide median (\$81,000.00), this plan uses the lower figure; however, please note that the actual maximum sales prices are to be calculated at the time of the lease of conveyance.

P&A proposes to set aside one (1) single-family detached home for eighty percent (80%) of median households and one (1) single-family detached homes for sixty percent (60%) of median households. Affordable units will include four bedrooms. This Affordability Plan, which is proposed as a condition of approval of the subdivision and site plan approval by the Brookfield Planning and Zoning Commissions is in accordance with C.G.S. § 8-30g.

**AFFORDABILITY PLAN FOR CARLIN'S HILL
RESIDENTIAL HOMES**

I. Units Designated for Housing Opportunity Development.

Thirty percent (30%) of the units of the Carlin's Hill development will be designated as affordable housing, as defined by C.G.S. § 8-30g. The specific units to be designated as affordable housing (to be called "Housing Opportunity Units") are set forth in Schedule A attached hereto.

II. Forty (40) Year Period.

The Housing Opportunity Units shall be designated as affordable housing units for forty (40) years. The forty (40) year affordability period shall be calculated separately for each Housing Opportunity Unit, and the period shall begin on the date of initial conveyance of such Housing Opportunity Unit from P&A or its successors and/or assigns.

III. Pro-Rata Construction and Dispersion.

The Housing Opportunity Units shall be built and offered for sale on a pro rata basis as construction proceeds. The proposed dispersion of Housing Opportunity Units is identified on subdivision and site plans and in Schedule A. It is the intent of this plan that two (2) Housing Opportunity Units will be built and offered for sale within the time that two (2) market-rate units are built and offered for sale. The Town of Brookfield, acting through its Zoning Enforcement Officer or building official as appropriate, may withhold issuance of certificate of occupancy for the third (3rd) market-rate unit within the Carlin's Hill development until such time as two (2) certificates of occupancy for Housing Opportunity Units have been issued to maintain the ratio required by this Plan.

IV. Nature of Construction of Housing Opportunity Units and Market-Rate Units.

Within Carlin's Hill, Housing Opportunity Units for sale shall be constructed in substantial conformance with the specifications set forth in Schedule B of this Plan and shall be comparable in construction quality and standard amenities to the market rate homes with the same number of bedrooms. The Housing Opportunity Units shall be comparable in size to the market-rate units and shall contain as standard features the same amenities as provided in the market-rate units of the same size.

V. Entity Responsible for Administration and Compliance.

The Affordability Plan will be administered by P&A or its successors and/or assigns ("Administrator"). P&A shall commence the role of Administrator as owner. The Administrator shall submit a written status report to the Brookfield Planning Commission on compliance with this Affordability plan annually on or before December 31. The role of Administrator may be transferred or assigned to another entity, provided that such entity has the experience and qualifications to administer this Plan. In the event of any assignment of the role of Administrator, P&A or its successor and/or assigns will provide sixty (60) days prior written notice to the Brookfield Planning Commission.

VI. **Affirmative Fair Housing Marketing Plan.**

In the Carlin's Hill development, the sale of both Housing Opportunity Units and market-rate units shall be publicized, using State regulations for affirmative fair housing marketing programs as guidelines. The Administrator shall have responsibility for compliance with this section. Notices of initial availability of units shall be provided, at a minimum, by advertising at least two times in a newspaper of general circulation in the Town. The Administrator shall also provide such notices to the Brookfield Planning Commission, the Town of Brookfield, and Brookfield Housing Authority, and the Brookfield Board of Education. Such notices shall include a description of the available Housing Opportunity Unit(s), the eligibility criteria for potential lessees or purchasers, the Maximum Sale Price (as hereinafter defined), and the availability of application forms and additional information.

Using the above-referenced State regulations as guidelines, dissemination of information about available affordable and market rate units shall include:

- Analyzing census and other data to identify racial and ethnic groups least represented in the Brookfield population;
- Announcements/advertisements in publications and other media that will reach minority populations;
- Announcements to social service agencies and other community contacts serving low-income minority families (including churches, civil rights organizations, housing authorities, legal services organizations, etc.);
- Assistance to minority applicants in processing applications;
- Marketing efforts in geographic area of high minority concentrations within the housing market area; and
- Beginning affirmative marketing efforts prior to general marketing of units.

All notices shall comply with the federal Fair Housing Act, 42 U.S.C. §§ 3601 et seq. and the Connecticut Fair Housing Act, C.G.S. §§ 46a-64b, 64c (together, the "Fair Housing Acts").

VII. Purchase Eligibility.

Eligibility of families or households to purchase a Housing Opportunity Unit in the Carlin's Hill development shall be determined by the Administrator in accordance with § 8-30g as amended.

VIII. Application Process.

A family or household seeking to purchase one of the Housing Opportunity Units ("applicant") must complete an application to determine eligibility. The application form and process shall comply with the Fair Housing Acts.

A. Application Form

The application form shall be provided by the Administrator and shall include an income certification form. In general, income for purposes of determining an Applicant's qualification shall include the Applicant family's total anticipated income from all sources for the twelve (12) month period following the date the application is submitted ("Application Date"). If the Applicant's financial disclosures indicate that the Applicant may experience a significant change in the Applicant's future income during the twelve (12) month period, the Administrator shall not consider this change unless there is a reasonable assurance that the change will in fact occur. The Applicant's income need not be re-verified after the time of initial purchase. In determining what is and is not to be included in the definition of family annual income, the Administrator shall use the criteria set forth by HUD and listed on Schedule C, attached.¹

B. Applicant Interview

The Administrator shall interview an Applicant upon submission of the completed application. Specifically, the Administrator shall, during the interview, undertake the following:

1. Review with the Applicant all the information provided on the application.

¹ See 24 C.F.R. § 5.609. Federal regulations are subject to change, and it is the intent of this Affordability Plan, including Schedules C and D, to use as guidelines HUD regulations with the respect to income certification, as such regulations may be amended from time to time.

2. Explain to the Applicant the requirements for eligibility, verification procedures, and the penalties for supplying false information.
3. Verify that all sources of family income and family assets have been listed in the application. Make clear that the term "family" includes all individuals who are to occupy the home, and that no relationship by blood or marriage is required.
4. Request the Applicant to sign the necessary release forms to be used in verifying income. Inform the Applicant of what verification and documentation must be provided before the application is deemed complete.
5. Inform the Applicant that a decision as to eligibility cannot be made until all items on the application have been verified.
6. Review with the Applicant the process and restrictions regarding resale.

C. Verification of Applicant's Income.

Where it is evident from the income certification form provided by the Applicant that the Applicant is not eligible, additional verification procedures shall not be necessary. However, if the Applicant appears to be eligible, the Administrator shall require verification of the Applicant's reported income.

If applicable, the Applicant shall provide the documentation listed on Schedule D, attached hereto, to the Administrator. This list is not exclusive, and the Administrator may require any other verification or documentation as the Administrator deems necessary.

IX. Maximum Initial Sale Price and Maximum Resale Price.

Calculation of the maximum initial sale price or maximum resale price ("Maximum Sale Price") or Maximum Rental for a Housing Opportunity Unit, so as to satisfy C.G.S. § 8-30g, shall utilize the lesser of the area median income data for the Town of Brookfield or the statewide median as published by HUD as in effect on the day a purchase and sale agreement is accepted by the owner of the Housing Opportunity Unit ("Owner").

The Maximum Sale or Resale Price shall be calculated as follows:

Calculation steps for four bedroom sale unit at 80 percent of area or statewide median

1. Determine area median income for Danbury PMSA or statewide median, adjusted for family size (calculated at 1.5 persons per bedroom), as published by HUD
2. Calculate 80 percent of Step 1
3. Calculate 30 percent of Step 2, representing the maximum portion of a family's income that may be used for housing
4. Divide Step 3 by twelve (12) to determine the maximum monthly outlay
5. Determine by reasonable estimate monthly expenses, including taxes, insurance, heat and utility costs, excluding telephone and cable television, but including any required common interest ownership or similar fee
6. Subtract Step 5 from Step 4 to determine the amount available for mortgage principal and interest
7. Apply amount available from Step 6 to standard mortgage term at then-prevailing interest rate to determine the financeable amount
8. Determine downpayment (see Section X)
9. Add Steps 7 and 8 to determine the MAXIMUM SALE OR RESALE PRICE

Calculation steps for four bedroom sale unit at 60 percent of area or statewide median

1. Determine area median income for Danbury PMSA or statewide median, adjusted for family size (calculated at 1.5 persons per bedroom), as published by HUD
2. Calculate 60 percent of Step 1
3. Calculate 30 percent of Step 2, representing the maximum portion of a family's income that may be used for housing
4. Divide Step 3 by twelve (12) to determine the maximum monthly outlay

5. Determine by reasonable estimate monthly expenses, including taxes, insurance, heat and utility costs, excluding telephone and cable television, but including any required common interest ownership or similar fee
6. Subtract Step 5 from Step 4 to determine the amount available for mortgage principal and interest
7. Apply amount available from Step 6 to standard mortgage term at then-prevailing interest rate to determine the financeable amount
8. Determine downpayment (see Section X)
9. Add Steps 7 and 8 to determine the MAXIMUM SALE OR RESALE PRICE

X. Downpayments.

The downpayment for a Housing Opportunity Unit that is sold/purchased shall not exceed twenty percent (20%) of the purchase price. However, this Plan does not require, and shall be interpreted to require, a twenty percent (20%) downpayment for each unit that is sold or purchased, and thus the downpayment may be reduced. There shall be no minimum downpayment.

XI. Rights and Privileges.

All owners of Housing Opportunity Units shall have the same rights and privileges as owners of market-rate units within the development.

XII. Principal Residence.

Housing Opportunity Units shall be occupied only as an owner's or lessee's principal residence.

XIII. Requirement to Maintain Condition.

All owners are required to maintain their units. The owner shall not destroy, damage or impair the unit, allow the unit to deteriorate, or commit waste on the unit. When a Housing Opportunity Unit is offered for resale or release, the Administrator shall cause the home to be inspected.

XIV. Resale of a Housing Opportunity Unit.

An Owner may sell a Housing Opportunity Unit at any time, provided the Owner complies with the restrictions concerning the sale of homes as set forth in this Affordability Plan and in the deed restrictions attached hereto as Schedule E (the

"Deed Restrictions"). If the Owner wishes to sell, the Owner shall notify the Administrator in writing. The Administrator shall then work with the Owner to calculate a Maximum Sale Price, as set forth in Section IX above. The Administrator shall publish notice in the same manner as was followed for the initial sale, as set forth in Section VI above. The Administrator shall bring any purchase offers received to the attention of the Owner.

The Owner may hire a real estate broker or otherwise individually solicit offers, independent of the Administrator's action, from potential purchasers. The Owner shall inform any potential purchaser of the affordability restrictions before any purchase and sale agreement is executed by furnishing the potential purchaser with a copy of this Affordability Plan. The purchase and sale agreement shall contain a provision to the effect that the sale is contingent upon a determination by the Administrator that the purchaser meets the eligibility criteria set forth in this Plan. Once the purchase and sale agreement is executed by the Owner and potential purchaser, the potential purchaser shall immediately notify the administrator in writing. The Administrator shall have thirty (30) days from such notice to determine the eligibility of the potential purchaser in accordance with the application process set forth in Section VIII above. The Administrator shall notify the Owner and the potential purchaser of its determination of eligibility in writing within said thirty (30) day period. If the Administrator determines that the potential purchaser is not eligible, the purchase and sale agreement shall be void, and the Owner may solicit other potential purchasers. If the Administrator determines that the potential purchaser is eligible, the Administrator shall provide the potential purchaser and the Owner with a signed certification to the effect that the sale of the particular Housing Opportunity Unit has complied with the provisions of this Affordability Plan.

XV. Enforcement.

A violation of this Affordability Plan shall not result in a forfeiture of title, but the Brookfield Planning and Zoning Commissions shall otherwise retain all enforcement powers granted by the General Statutes, including § 8-12, which powers include, but are not limited to, the authority, at any reasonable time, to inspect the property and to examine the books and records of the Administrator to determine compliance of Housing Opportunity Units with the affordable housing regulations.

XVI. Deed Restrictions.

The Deed Restrictions shall be included in each deed of a Housing Opportunity Unit during the forty (40) year period in which the affordability program is in place to provide notice of the affordability restrictions and to bind future purchasers. The Deed Restrictions include a right of first offer that shall apply to the first conveyance of the Housing Opportunity Unit following the expiration of the forty (40) year affordability period.

XVII. Binding Effect.

This Affordability Plan shall be binding on the successors and/or assigns of P&A.

SCHEDULE A

**PHASE AND DESIGNATION OF
HOUSING OPPORTUNITY UNITS**

For Sale Units. As shown on the Site and Subdivision Plan for the Carlins Hill Affordable Housing Resubdivision, as on file, affordable units will be located on lots 4 and 5. Lots 4 and 5 are located on the southeast portion of the subdivision. All five permits will be submitted at the same time, therefore permitting construction on all five lots to begin at the same time.

SCHEDULE B

**SPECIFICATIONS FOR FOUR BEDROOM SINGLE-FAMILY
DETACHED HOUSING OPPORTUNITY UNIT TO BE SOLD AT
80 PERCENT OF MEDIAN**

SPECIFICATIONS:

FRAMING & EXTERIOR:

Exterior Walls: 2" x 4" Doug Fir 16"/O.C.

Interior Walls: 2" x 4" Doug Fir 16"/O.C.

Floor Joists: 2" x 10" Hem Fir

Headers: 2" x 10" Hem Fir

Ceiling Joists: 2" x 8" Hem Fir 16"/O.C.

Rafters: 2" x 8" Hem Fir 16"/O.C.

Sub-Floor 1st Floor Concrete

2nd Floor ¾" T&G Plywood

Exterior Sheathing: ½" OSB

Roof: Owens Corning, (or equal), Fiberglass roof shingles. Choice of color from
builders selection.

Exterior Doors:

Front: Pre-hung metal Peachtree or equal

Hardware: Quickset with entry lock (allow: \$50.00 each)

Windows: MW, Silverline (or equal), double hung window, insulated with
screens & grills

Two (2) garage doors with openers \$1500 allowance 2-8 ft. sliders

Insulation:

Walls: 3-5/8" Fiberglass (R-13)

Flat Ceilings: 12" Fiberglass (R-38)

Cathedral Ceilings (R-30)

Siding: Vinyl

Gutters: Aluminum, choice of white or brown

Exterior Deck with pressure treated lumber 24 ft. by 10 ft. with stairs built to code

Walkway to be concrete poured.

Driveway to be paved.

Front landing to be pre-fab concrete.

Landscape is to be seeded approx. 100 by 100 ft.

INTERIOR:

Drywall Construction: ½" sheetrock with 3 coats taping

Tub area: ½" water resistant sheetrock

Cabinets/vanities: Builders selection (allowance \$10,000.00)

(Kitchen/vanities/countertops) included in contract price

Kitchen and bath countertops: Formica / Corian with 4" backsplash

Appliances: Refrigerator, dishwasher, stove, microwave \$2500.00 allowance

Mirrors: Client selection (allowance \$200.00)

Interior doors: 6 panel fibre, raised panel

Hardware: Quickset (allowance \$30/each)
 Interior trim: *Door casing: 2-1/2" finger jointed painted colonial
 *Base: 3-1/4" Colonial
 Stairs: Main – Pine risers/stringers and hand rail (42" width) (stain & one coat Poly)
 Basement/others – Pine Box
 Painting: (Benjamin Moore or equal) builders selection
 Interior: (one color – white walls & trim)
 Walls & ceilings: two coats latex flat white
 Trim: two coats low luster oil white
Note: Painting other than specified above will be additional
 Plumbing:
 Heat: (1) Zone oil fired hot air with A/C
 Hot water: 50 gallon A-O Smith electric hot water heater
 Water pipes: with ABS plastic waste lines one outside water faucet, one front or one back
 Washer/Dryer hook-up located per plans
 Washer drain pan included
 One (1) 275 gallon oil tank
 Fireplace to be prefabricated 36" hearth

ALLOWANCES:

Kitchen sink: Double bowl porcelain (model #AS-7138/white)	\$175.00 each
Bath sinks: two (2) American standard Ellise petite (Model#AS-0411/white or standard color)	\$100.00 each
Toilets: two (2) American standard elongated (Model#2812/white or standard color)	\$100.00 each
Tub/Shower: two (2) Americast (model #2391/white or standard)	\$500.00 each
Master bath shower enclosure chrome with sliding door	\$750.00 each
Fixtures: (Delta or equivalent)	
Kitchen sink: #AS-2021.741 white faucet	\$150.00 each
Bath sinks: Delta #3524 chrome faucet	\$ 60.00 each
Tub/Shower: Delta faucet #1548-1524/chrome	\$ 70.00 each
Shower: American Standard shower valve#2000.501 chrome	\$ 70.00 each

**NOTE: The plumbing fixtures as noted above are included in the contract price.
 The allowance prices are for the purpose of substituting or upgrading by the client.**

FLOORING:

Tile: \$3.00/SF material allowance, labor included. (Baths)
 Carpet: \$17.00/SQ.YD. installed allowance (standard foam pad included) (bedrooms/1st floor)
 Hardwood floor: living room/kitchen/dinning room/foyer

ELECTRICAL: Complete electrical installation as follows:

200 Amp service
 Rough wiring: Romex and plastic boxes
 Switches, Plugs, GFI Receptacles, located per code
 Four TV, and four telephone wall jacks
 Seven recessed lights: 5/kitchen, 2/master bath, (1 dimmer-kitchen)

Smoke detectors per code (specified by building department)
Rough wiring for 2 garage door opener
Two (2) outside GFI receptacles (located & installed per code)
Wiring for the following: washer, dryer, dishwasher, range
Two (2) outside double spotlights, 1-garage, 1-backyard
All plugs and switches

LIGHTING: Light fixtures, (including door bell) Allowance \$1000.00

CLEANING: The house will be "broom cleaned" at the time of closing
The windows will have all stickers and paint removed
All carpets, walls & floors will be free of dirt and in move-in condition

MISCELLANEOUS:

NOTE: (A) Change orders signed by both the contractor and client supercede these specifications. Change order amounts will include reasonable overhead and profit for the contractor. Change orders will be billed upon completion.

HOUSE TO BE BUILT AS PER PLANS AND SPECIFICATIONS

**SPECIFICATIONS FOR FOUR BEDROOM SINGLE-FAMILY
DETACHED HOUSING OPPORTUNITY UNIT TO BE SOLD AT
60 PERCENT OF MEDIAN**

SPECIFICATIONS:

FRAMING & EXTERIOR:

Exterior Walls: 2" x 4" Doug Fir 16"/O.C.
Interior Walls: 2" x 4" Doug Fir 16"/O.C.
Floor Joists: 2" x 10" Hem Fir
Headers: 2" x 10" Hem Fir
Ceiling Joists: 2" x 8" Hem Fir 16"/O.C.
Rafters: 2" x 8" Hem Fir 16"/O.C.
Sub-Floor 1st Floor Concrete
 2nd Floor 3/4" T&G Plywood
Exterior Sheathing: 1/2" OSB
Roof: Owens Corning, (or equal), Fiberglass roof shingles. Choice of color from
 builders selection.
Exterior Doors:
 Front: Pre-hung metal Peachtree or equal
 Hardware: Quickset with entry lock (allow: \$50.00 each)
 Windows: MW, Silverline (or equal), double hung window, insulated with
 screens & grills
 Two (2) garage doors with openers \$1500 allowance 2-8 ft. sliders
Insulation:
 Walls: 3-5/8" Fiberglass (R-13)
 Flat Ceilings: 12" Fiberglass (R-38)
 Cathedral Ceilings (R-30)
Siding: Vinyl
Gutters: Aluminum, choice of white or brown

Exterior Deck with pressure treated lumber 24 ft. by 10 ft. with stairs built to code
Walkway to be concrete poured.
Driveway to be paved.
Front landing to be pre-fab concrete.
Landscape is to be seeded approx. 100 by 100 ft.

INTERIOR:

Drywall Construction: 1/2" sheetrock with 3 coats taping
Tub area: 1/2" water resistant sheetrock
Cabinets/vanities: Builders selection (allowance \$10,000.00)
 (Kitchen/vanities/countertops) included in contract price
 Kitchen and bath countertops: Formica / Corian with 4" backsplash
Appliances: Refrigerator, dishwasher, stove, microwave \$2500.00 allowance
Mirrors: Client selection (allowance \$200.00)
Interior doors: 6 panel fibre, raised panel
 Hardware: Quickset (allowance \$30/each)
Interior trim: *Door casing: 2-1/2" finger jointed painted colonial

*Base: 3-1/4" Colonial
 Stairs: Main – Pine risers/stringers and hand rail (42" width) (stain & one coat Poly)
 Basement/others – Pine Box
 Painting: (Benjamin Moore or equal) builders selection
 Interior: (one color – white walls & trim)
 Walls & ceilings: two coats latex flat white
 Trim: two coats low luster oil white
Note: Painting other than specified above will be additional
 Plumbing:
 Heat: (1) Zone oil fired hot air with A/C
 Hot water: 50 gallon A-O Smith electric hot water heater
 Water pipes: with ABS plastic waste lines one outside water faucet, one front or one back
 Washer/Dryer hook-up located per plans
 Washer drain pan included
 One (1) 275 gallon oil tank
 Fireplace to be prefabricated 36" hearth

ALLOWANCES:

Kitchen sink: Double bowl porcelain (model #AS-7138/white)	\$175.00 each
Bath sinks: two (2) American standard Ellise petite (Model#AS-0411/white or standard color)	\$100.00 each
Toilets: two (2) American standard elongated (Model#2812/white or standard color)	\$100.00 each
Tub/Shower: two (2) Americast (model #2391/white or standard)	\$500.00 each
Master bath shower enclosure chrome with sliding door	\$750.00 each
Fixtures: (Delta or equivalent)	
Kitchen sink: #AS-2021.741 white faucet	\$150.00 each
Bath sinks: Delta #3524 chrome faucet	\$ 60.00 each
Tub/Shower: Delta faucet #1548-1524/chrome	\$ 70.00 each
Shower: American Standard shower valve#2000.501 chrome	\$ 70.00 each

**NOTE: The plumbing fixtures as noted above are included in the contract price.
 The allowance prices are for the purpose of substituting or upgrading by the client.**

FLOORING:

Tile: \$3.00/SF material allowance, labor included. (Baths)
 Carpet: \$17.00/SQ.YD. installed allowance (standard foam pad included) (bedrooms/1st floor)
 Hardwood floor: living room/kitchen/dinning room/foyer

ELECTRICAL: Complete electrical installation as follows:

200 Amp service
 Rough wiring: Romex and plastic boxes
 Switches, Plugs, GFI Receptacles, located per code
 Four TV, and four telephone wall jacks
 Seven recessed lights: 5/kitchen, 2/master bath, (1 dimmer-kitchen)
 Smoke detectors per code (specified by building department)
 Rough wiring for 2 garage door opener

Two (2) outside GFI receptacles (located & installed per code)
Wiring for the following: washer, dryer, dishwasher, range
Two (2) outside double spotlights, 1-garage, 1-backyard
All plugs and switches

LIGHTING: Light fixtures, (including door bell) Allowance \$1000.00

CLEANING: The house will be "broom cleaned" at the time of closing
The windows will have all stickers and paint removed
All carpets, walls & floors will be free of dirt and in move-in condition

MISCELLANEOUS:

NOTE: (A) Change orders signed by both the contractor and client supercede these specifications. Change order amounts will include reasonable overhead and profit for the contractor. Change orders will be billed upon completion.

HOUSE TO BE BUILT AS PER PLANS AND SPECIFICATIONS

SCHEDULE C
DEFINITIONS AND ELEMENTS OF ANNUAL FAMILY INCOME

Annual income includes, but is not limited to, the following:

- (a) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips, bonuses and other compensation for personal services;
- (b) The net income from operations of a business or profession, before any capital expenditures but including any allowance for depreciation expense;
- (c) Interest, dividends, and other net income of any kind from real or personal property;
- (d) The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, or other similar types of periodic payments;
- (e) Payments in lieu of earnings, such as unemployment and disability compensation, workers compensation, and severance pay;
- (f) Welfare assistance. If the welfare assistance payments include an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance to be included as income consists of the following:
 - (i) The amount of the allowance exclusive of the amounts designated for shelter or utilities, plus
 - (ii) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities;
- (g) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing with the Applicant (e.g. periodic gifts from family members, churches, or other sponsored group, even if the gifts are designated as rental or other assistance);
- (h) All regular pay, special pay and allowances of a member of the armed forces; and
- (i) Any earned income tax credit to the extent it exceeds the income tax liability of the Applicant.

2. Excluded from the definition of family annual income are the following:

SCHEDULE D DOCUMENTATION OF INCOME

The following documents shall be provided, where applicable, to the Administrator to determine income eligibility:

1. Employment Income.

Verification forms must request the employer to specify the frequency of pay, the effective date of the last pay increase, and the probability and effective date of any increase during the next twelve (12) months. Acceptable forms of verification (of which at least one must be included in the Applicant file) include:

- (a) An employment verification form completed by the employer.
- (b) Check stubs or earnings statement showing Applicant's gross pay per pay period and frequency of pay.
- (c) W-2 forms if the Applicant has had the same job for at least two years and pay increases can be accurately projected.
- (d) Notarized statements, affidavits or income tax returns signed by the Applicant describing self-employment and amount of income, or income from tips and other gratuities.

2. Social Security, Pensions, Supplementary Security Income, Disability Income.

- (a) Benefit verification form completed by agency providing the benefits.
- (b) Award or benefit notification letters prepared and signed by the authorizing agency. (Since checks or bank deposit slips show only net amounts remaining after deducting SSI or Medicare, they may be used only when award letter cannot be obtained.)
- (c) If a local Social Security Administration (SSA) office refuses to provide written verification, the Administrator should meet with the SSA office supervisor. If the supervisor refuses to complete the verification forms in a timely manner, the Administrator may accept a check or automatic deposit slip as interim verification of Social Security or SSI benefits as long as any Medicare or state health insurance withholdings are included in the annual income.

3. Unemployment Compensation.

- (a) Verification form completed by the unemployment compensation agency.

- (b) Records from unemployment office stating payment dates and amounts.

4. Government Assistance.

(a) All Government Assistance Programs. Agency's written statements as to type and amount of assistance Applicant is now receiving, and any changes in assistance expected during the next twelve (12) months.

(b) Additional Information for "As-paid" Programs: Agency's written schedule or statement that describes how the "as-paid" system works, the maximum amount the Applicant may receive for shelter and utilities and, if applicable, any factors used to ratably reduce the Applicant's grant.

5. Alimony or Child Support Payments.

(a) Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules.

(b) A letter from the person paying the support.

(c) Copy of latest check. The date, amount, and number of the check must be documented.

(d) Applicant's notarized statement or affidavit of amount received or that support payments are not being received and the likelihood of support payments being received in the future.

6. Earned Income Tax Credit.

(a) For credits applied in one lump sum against tax liability, use income tax return (IRS Form 1040 or 1040A).

(b) For credits applied through regular salary paychecks, use IRS Form W-5 (Earned Income Credit Advance Payment Certificate).

7. Net Income from a Business.

The following documents show income for the prior years. The Administrator must consult with Applicant and use this data to estimate income for the next twelve (12) months.

- (a) IRS Tax Return, Form 1040, including any:
Schedule C (Small Business)
Schedule E (Rental Property Income)
Schedule F (Farm Income)
- (b) An accountant's calculation of depreciation expense, computed using straight-line depreciation rules. (Required when accelerated depreciation was used on the tax return or financial statement.)
- (c) Audited or unaudited financial statement(s) of the business.
- (d) A copy of a recent loan application listing income derived from the business during the previous twelve (12) months.
- (e) Applicant's notarized statement or affidavit as to net income realized from the business during previous years.

8. Recurring Gifts.

- (a) Notarized statement or affidavit signed by the person providing the assistance. Must give the purpose, dates and value of gifts.
- (b) Applicant's notarized statement or affidavit that provides the information above.

9. Scholarships, Grants, and Veterans Administration Benefits for Education.

- (a) Benefactor's written confirmation of amount of assistance, and educational institution's written confirmation of expected cost of the student's tuition, fees, books and equipment for the next twelve (12) months. To the extent the amount of assistance received is less than or equal to actual educational costs, the assistance payments will be excluded from the Applicant's gross income. Any excess will be included in income.
- (b) Copies of latest benefit checks, if benefits are paid directly to student. Copies of canceled check or receipts for tuition, fees, books, and equipment, if such income and expenses are not expected to change for the next twelve (12) months.
- (c) Lease and receipts or bills for rent and utility costs paid by students living away from home.

10. Family Assets Currently Held.

For non-liquid assets, collect enough information to determine the current cash value (i.e., the net amount the Applicant would receive if the asset were converted to cash).

- (a) Verification forms, letters, or documents from a financial institution, broker, etc.
- (b) Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker.
- (c) Quotes from a stock broker or realty agent as to net amount Applicant would receive if Applicant liquidated securities or real estate.
- (d) Real estate tax statements if tax authority uses approximate market value.
- (e) Copies of closing documents showing the selling price, the distribution of the sales proceeds and the net amount to the borrower.
- (f) Appraisals of personal property held as a investment.
- (g) Applicant's notarized statements or signed affidavits describing assets or verifying the amount of cash held at the Applicant's home or in safe deposit boxes.

11. Assets Disposed of for Less Than Fair Market Value ("FMV") During Two Years Preceding Application Date.

- (a) Applicant's certification as to whether it has disposed of assets for less than FMV during the two (2) years preceding the Application Date.
- (b) If the Applicant states that it did dispose of assets for less than FMV, then a written statement by the Applicant must include the following:

- (i) A list of all assets disposed of for less than FMV;
- (ii) The date Applicant disposed of the assets;
- (iii) The amount the Applicant received; and
- (iv) The market value to the asset(s) at the time of disposition.

12. Savings Account Interest Income and Dividends.

- (a) Account statements, passbooks, certificates of deposit, etc., if they show enough information and are signed by the financial institution.
- (b) Broker's quarterly statements showing value of stocks or bonds and the earnings credited the Applicant.
- (c) If an IRS Form 1099 is accepted from the financial institution for prior year earnings, the Administrator must adjust the information to project earnings expected for the next twelve (12) months.

13. Rental Income from Property Owned by Applicant.

The following, adjusted for changes expected during the next twelve (12) months, may be used:

- (a) IRS Form 1040 with Schedule E (Rental Income).
- (b) Copies of latest rent checks, leases, or utility bills.
- (c) Documentation of Applicant's income and expenses in renting the property (tax statements, insurance premiums, receipts for reasonable maintenance and utilities, bank statements or amortization schedule showing monthly interest expense).
- (d) Lessee's written statement identifying monthly payments due the Applicant and Applicant's affidavit as to net income realized.

14. Full-Time Student Status.

- (a) Written verification from the registrar's office or appropriate school official:
- (b) School records indicating enrollment for sufficient number of credits to be considered a full-time student by the school.

**SCHEDULE E
DEED RESTRICTIONS**

(The language below shall be inserted in each deed for a Housing Opportunity Unit.)

The property conveyed hereby is an "affordable housing unit" as defined in C.G.S. § 8-30g. Said property is subject to the following restrictions (the "Restrictions"):

A. This dwelling unit is an affordable housing dwelling unit within a set aside development as defined in **section 8-30g of the Connecticut General Statutes** and in accordance with the applicable regulations for state agencies that were in effect on the date of the original application for initial local approval on (*Date of Application inserted*), and is therefore subject to a limitation, at the date of purchase, on the maximum annual income of the household that may purchase the unit, and is subject to a limitation on the maximum sale or resale price, these limitations shall be strictly enforced, and may be enforced by the person identified in the affordability plan as responsible for the administration of these limitations or the zoning enforcement authority of Brookfield.

B. For the duration of this covenant or restriction, this dwelling unit may be sold only to persons and families whose annual income does not exceed __ (insert 60% or 80% as applicable) percent of 'median income' as defined in subsection 8-30g-1(10) of the Regulations of Connecticut State Agencies, applicable to this unit as specified in an affordability plan as on file with the Town of Brookfield. In addition, this unit may be sold or resold only at a price equal to or less than the price determined using the formula stated in section 8-30g-8(a), or the formula stated in section 8-30g-8(b) as applicable, of the Regulations of Connecticut State Agencies.

C. In the event said owner desires to make said property available for sale, said owner shall follow the procedures of Section XIV of the Affordability Plan.

D. Said owner shall occupy said property as said owner's principal residence and shall not lease said property.

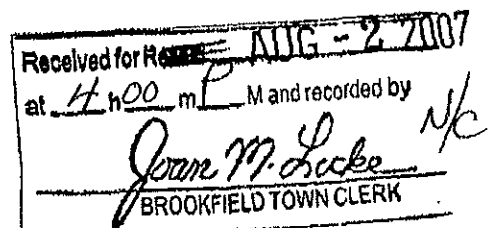
E. Said owner shall maintain said property. Said owner shall not destroy, damage or impair said property, to deteriorate, or commit waste on said property. When said property is offered for resale, the Administrator shall cause said property to be inspected.

F. The Restrictions shall run with the land for a period of forty (40) years from the date of initial conveyance of said property by P&A or its successor(s) or assign(s) to an eligible family or household. After the expiration of said forty (40) year period, the Restrictions shall be of no further force and effect. Notwithstanding the foregoing, the right of first offer in Paragraph F above shall

remain in effect and shall apply to the first conveyance of said property following the expiration of said forty (40) year period.

G. This development was approved by the agencies of the Town based in part on the condition that a defined percentage of the homes in the subdivision would be preserved as affordable housing units. The Restrictions are required by law to be strictly enforced.

H. A violation of the Restrictions shall not result in a forfeiture of title, but the Brookfield Planning and Zoning Commissions shall otherwise retain all enforcement powers granted by the General Statutes, including § 8-12, which powers include, but are not limited to, the authority, at any reasonable time, to inspect said property and to examine the books and records of the Administrator to determine compliance of said property with the affordable housing regulations.





TOWN OF BROOKFIELD

BROOKFIELD, CT 06804

Application for Certificate of Affordable Housing Completion Town of Brookfield, Connecticut

Reserved Points from 2017 Moratorium

Towne Brooke Commons – Family Rental Units

Towne Brooke Commons is a Set-Aside Development with a total of 102 units, 76 of which are market rate units and 16 of which are affordable housing units. The site plan application for this development was filed with the Brookfield Zoning Commission on September 29, 2000 and is therefore subject to Connecticut Public Act 99-261 (the "Act"). The Act required that 25% of the units be restricted as affordable housing units for a period of 30 years. Under the Act, 10% of the units (11 units) must be rented to persons and families whose income is less than or equal to 60% of the area median income or the State median income, whichever is less, and the remainder of the affordable units (15) must be rented to persons and families whose income is less than or equal to 80% of the area median income or the State median income, whichever is less.

As noted in the Attorney Certification Letter, the property on which the development was constructed was conveyed to its present owner by a deed that indicates that the property is subject to the Site Plan Modification Approval issued by the Town of Brookfield and recorded in Volume 528 at Page 271 of the Brookfield Land Records. The Site Plan Modification Approval recognizes that the development is an affordable housing development under Section 8-30g of the Connecticut General Statutes.

Housing Equivalent Points have been assigned as follows: 73 Market Rate Units x .25 points per unit = 18.25 points; 2 family affordable Units @80% x 1.5 = 3 points; and 1 family affordable Unit @60% x 2 = 2 points, for a total of **23.25** claimed points.

The Town of Brookfield reserves 40.25 additional points for use in connection with a future application for Certificate of Affordable Housing Moratorium which have been calculated as follows: 3 Market Rate Units x .25 points per unit = .75 points; 13 family affordable Units @80% x 1.5 = 19.5 points; and 10 family affordable Unit @60% x 2 = 20 points, for a total of **40.25** reserved points.

SUMMARY OF UNIT COUNT AND HOUSING UNIT-EQUIVALENCY POINTS
8-30g Set-Aside Affordable Housing Development in Brookfield, Connecticut

Name of Development SET-ASIDE HOUSING DEVELOPMENTS	Address	Co of Origin Restriction Start Date	Assisted Housing Documentation	Term of Affordability	Total # and type of Units	# of Affordable Units	Total Points
Towne Brooke Commons 76 market rate units @ .25 pts + 19 HUE pts 15 units @ 80% x 1.5 pts = 22.50 HUE pts 11 units @ 60% x 2 = 22 HUE pts	5 Nabby Road	10/21/2009	Site plan modification approval, Vol 683, page 125	30 years	102 Rental Family	16	63.5**
							** 23.25 HUE pts Claimed

** 40.25 HUE pts Reserved

CALCULATION OF HOUSING UNIT-EQUIVALENT POINTS

Project Name : Town Brooke Commons

Address: 5 Nabby Road

Developer / Owner / Person or Equity responsible for Compliance:

Name: Towne Brooke Commons Apartments

Address: 5 Nabby Road

City/ Town/ State / Zip: Brookfield, CT 06470

Phone: 203-775-9991

Email: lenonieves@crpropertymgmt.com

Description of "Set-Aside" Development: Rental? YES X NO

Set-Aside development consists of 102 total rental units, including 26 affordable units.

Approved by the Zoning Commission under 8-30g as in effect on September 29, 2000.

Development restricted for 30 years from date of the Certificate of Occupancy.

Total # of units: 102 # of Affordable units: 16 # of Mkt. Rate Units: 76

Type of Unit	# of Units	Housing Unit-Equivalent Point Value Per Unit	Total Housing Unit-Equivalent Points
Market-rate units in a set-aside development	76	.25	19.0
Elderly units, owned or rented, restricted to households at or below 80% of median income			
Family units, <u>owned</u> , that are restricted to households with annual income no more than: <ul style="list-style-type: none"> 80% of median income 60% of median income 			
Family units, <u>rented</u> , that are restricted to households with annual income no more than: <ul style="list-style-type: none"> 80% of median income 60% of median income 	15 11	1.5 2	22.50 22.0
TOTAL ELIGIBLE Housing Unit-Equivalent Points	102		63.50

(Continued on next page)

CALCULATION OF HOUSING UNIT-EQUIVALENT POINTS (Continued)

Project Name : Town Brooke Commons

Address: 5 Nabby Road

Developer / Owner / Person or Equity responsible for Compliance:

Name: Towne Brooke Commons Apartments

Address: 5 Nabby Road

City/ Town/ State / Zip: Brookfield, CT 06470

Phone: 203-775-9991

Email: lenonieves@crpropertymgmt.com

TOTAL UNITS CLAIMED	HUE Points
73 - Market rate units @ .25 HUE	18.25
2 - 80% Median income units @ 1.5 HUE	3.0
1 - 60% Median income unit @ 2 HUE	2.0
TOTAL CLAIMED HUE POINTS	23.25- HUE pts claimed

TOTAL UNITS RESERVED	HUE Points
3 - Market rate units @ .25 HUE	.75
13 - 80% Median income units @ 1.25 HUE	19.50
10 - 60% Median income unit @ 2 HUE	20.0
TOTAL CLAIMED HUE POINTS	40.25 - HUE pts reserved

TOWN OF BROOKFIELD, CONNECTICUT
SECTION 8-30G SET-ASIDE DEVELOPMENTS

Existing Affordable Housing Developments

NAME/ADDRESS of Development	Owner	Total # Units	# Affordable Units	Approved Date	Completed Date (CO)	NOTES
Brookfield Village 800 Federal Road Station Rd 15	Brookfield Village LLC	48	48	5/22/2013	3/27/2018 12/22/17	CHFA Funded
Brookfield Crossing Meadowbrook Road	Individual Homes	38	9	2003-2004		
Carlin's Way	Ownership details below:	5	2			
1 Carlin's Way	Dean Esposito 07/07/2008					
3 Carlin's Way	Debra Vacchiocchi & Maria Russo 01/28/2019					
Housatonic Habitat for Humanity 139 Tower Road	Simmons, Roger & Kathleen	1	1	1/26/2006	12/2/2008	
Laurel Hill Residences 40 & 64 Laurel Hill Road	Dakota Partners	72	72	12/6/12	9/21/2015	CHFA Funded
Mill River Views 793 Federal Road	Ownership details below:	22	7			
793-6, unit #3 Federal Road	Stiles, Donna, Ownership: 02/03/06					
793-8, unit #4 Federal Road	Sagnelli, Allison M, Ownership: 05/02/06					
793-9, unit #5 Federal Road	Dellaventura, Katie L, Ownership: 07/03/06					
793-12, unit #6 Federal Road	Yantorno, Deborah, Ownership: 04/14/09					
793-13, unit #7 Federal Road	Weber, John M Jr, Ownership: 05/18/06					
793-16, unit #8 Federal Road	Crowley, Kevin P & Guadalupe, Ownership: 01/31/07					
793-17, unit #9 Federal Road	Snyder, Bryan C, Ownership: 02/16/06					
Orchard Place Apartments 20 Orchard Street	20 Orchard Street, LLC	30	9	7/10/03		
Town Brooke Commons Entire Site 5 Nabby Road	WRL Brookfield LLC	102	26	8/29/2005	10/2/2009	
Mountain Road Hollow 36 North Mountain Road	Mountain Road Hollow LLC	12	4			
4 Hollow Drive	Segundo Montero					Being Constructed
8 Hollow Drive	Tyler Arsenault					Not Yet Constructed

Approved /Planned Affordable Housing Developments

NAME/ADDRESS of Development	Owner	Total # Units	# Affordable units	Approved Date	Completed Date (CO)	NOTES
North Mountain Hollow 36 North Mountain Road	Individual Ownership. Single Family Homes	12	4 Affordable	9/3/2015	Not Yet Completed	See above.
Brookfield Mews 468 Federal Road	New Milford Hospital Inc.	112	34 Affordable	2/8/2018	Not Built	

2020 Affordable Housing Appeals List - Exempt Municipalities

Town	2010 Census	2020 Gov Assisted	2020 Tenant Rental Assistance	2020 Single Family CHFA/USDA Mortgages	2020 Deed Restricted Units	2020 Total Assisted Units	2020 Percent Affordable
Ansonia	8,148	349	764	147	0	1,260	15.46%
Bloomfield	9,019	558	106	341	0	1,005	11.14%
Bridgeport	57,012	6,505	4,353	900	19	11,777	20.66%
Bristol	27,011	1,908	962	1124	0	3,994	14.79%
Danbury	31,154	1,615	1,269	565	289	3,738	12.00%
Derby	5,849	275	301	111	0	687	11.75%
East Hartford	21,328	1,593	815	1035	0	3,443	16.14%
East Windsor	5,045	559	42	116	0	717	14.21%
Enfield	17,558	1,340	227	659	7	2,233	12.72%
Groton	17,978	3,727	107	377	10	4,221	23.48%
Hartford	51,822	10,501	8,635	1523	0	20,659	39.87%
Killingly	7,592	520	147	188	0	855	11.26%
Manchester	25,996	1,851	950	964	32	3,797	14.61%
Meriden	25,892	1,964	1,270	1029	11	4,274	16.51%
Middletown	21,223	3,019	1,123	543	25	4,710	22.19%
New Britain	31,226	2,913	1,583	1167	100	5,763	18.46%
New Haven	54,967	9,511	6,867	982	440	17,800	32.38%
New London	11,840	1,598	510	509	101	2,718	22.96%
North Canaan	1,587	148	0	14	0	162	10.21%
Norwalk	35,415	2,242	1,468	437	635	4,782	13.50%
Norwich	18,659	2,249	794	567	0	3,610	19.35%
Plainfield	6,229	377	190	224	0	791	12.70%
Putnam	4,299	383	64	77	0	524	12.19%
Stamford	50,573	4,225	1,971	450	1270	7,916	15.65%
Torrington	16,761	908	322	547	17	1,794	10.70%
Vernon	13,896	1,509	461	386	12	2,368	17.04%
Waterbury	47,991	5,344	3,123	1,751	21	10,239	21.34%
West Haven	22,446	1,024	1,868	439	0	3,331	14.84%
Winchester	5,613	350	167	92	0	609	10.85%
Windham	9,570	1,763	617	363	0	2,743	28.66%
Windsor Locks	5,429	297	156	243	0	696	12.82%

2020 Affordable Housing Appeals List - Non-Exempt Municipalities

Town	2010 Census	2020 Gov Assisted	2020 Tenant Rental Assistance	2020 Single Family CHFA/USDA Mortgages	2020 Deed Restricted Units	2020 Total Assisted Units	2020 Percent Affordable
Andover	1,317	18	1	32	0	51	3.87%
Ashford	1,903	32	0	36	0	68	3.57%
Avon	7,389	244	16	44	0	304	4.11%
Barkhamsted	1,589	0	6	23	0	29	1.83%
Beacon Falls	2,509	0	4	46	0	50	1.99%
Berlin	8,140	556	50	142	4	752	9.24%
Bethany	2,044	0	2	13	0	15	0.73%
Bethel	7,310	192	26	154	87	459	6.28%

TOWN OF BROOKFIELD, CONNECTICUT
SECTION 8-30G SET-ASIDE DEVELOPMENTS

Existing Affordable Housing Developments

NAME/ADDRESS of Development	Owner	Total # Units	# Affordable Units	Approved Date	Completed Date (CO)	NOTES
Brookfield Village 800 Federal Road Station Rd 15	Brookfield Village LLC	48	48	5/22/2013	3/27/2018 12/22/17	CHFA Funded
Brookfield Crossing Meadowbrook Road	Individual Homes	38	9	2003-2004		
Carlin's Way	Ownership details below:	5	2			
1 Carlin's Way	Dean Esposito 07/07/2008					
3 Carlin's Way	Debra Vacchiocchi & Maria Russo 01/28/2019					
Housatonic Habitat for Humanity 139 Tower Road	Simmons, Roger & Kathleen	1	1	1/26/2006	12/2/2008	
Laurel Hill Residences 40 & 64 Laurel Hill Road	Dakota Partners	72	72	12/6/12	9/21/2015	CHFA Funded
Mill River Views 793 Federal Road	Ownership details below:	22	7			
793-6, unit #3 Federal Road	Stiles, Donna, Ownership: 02/03/06					
793-8, unit #4 Federal Road	Sagnelli, Allison M, Ownership: 05/02/06					
793-9, unit #5 Federal Road	Dellaventura, Katie L, Ownership: 07/03/06					
793-12, unit #6 Federal Road	Yantorno, Deborah, Ownership: 04/14/09					
793-13, unit #7 Federal Road	Weber, John M Jr, Ownership: 05/18/06					
793-16, unit #8 Federal Road	Crowley, Kevin P & Guadalupe, Ownership: 01/31/07					
793-17, unit #9 Federal Road	Snyder, Bryan C, Ownership: 02/16/06					
Orchard Place Apartments 20 Orchard Street	20 Orchard Street, LLC	30	9	7/10/03		
Town Brooke Commons Entire Site 5 Nabby Road	WRL Brookfield LLC	102	26	8/29/2005	10/2/2009	
Mountain Road Hollow 36 North Mountain Road	Mountain Road Hollow LLC	12	4			
4 Hollow Drive	Segundo Montero					Being Constructed
8 Hollow Drive	Tyler Arsenault					Not Yet Constructed

Bates Quarry

Approved /Planned Affordable Housing Developments

NAME/ADDRESS of Development	Owner	Total # Units	# Affordable units	Approved Date	Completed Date (CO)	NOTES
North Mountain Hollow 36 North Mountain Road	Individual Ownership. Single Family Homes	12	4 Affordable	9/3/2015	Not Yet Completed	See above.
Brookfield Mews 468 Federal Road	New Milford Hospital Inc.	112	34 Affordable	2/8/2018	Not Built	

350035

213/6,562

3.25%



TOWN OF BROOKFIELD

BROOKFIELD, CT 06804

To: NewsTime

From: Office of First Selectman, Town of Brookfield, CT

To Be Published: April 27, 2021

NOTICE OF INTENT TO APPLY FOR A STATE CERTIFICATE OF AFFORDABLE HOUSING COMPLETION:

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that the Town of Brookfield intends to file an application for a Certification for Affordable Housing Completion (moratorium on applicability of Section 8-30g) with the State Department of Economic and Community Development, pursuant to Section 8-30g(1)(4)(B) of the Connecticut General Statutes.

The proposed application, including all supporting documentation, is available for public inspection and comment in the Land Use Office and the Town Clerk's Office at the Brookfield Town Hall, 100 Pocono Road, Brookfield, Connecticut, from 8 a.m. to 4 p.m. weekdays. Written comments may be submitted to Alice Dew, Land Use Director, at the Brookfield Land Use Office, 100 Pocono Road, Brookfield, CT 06804 within 20 days of the publication of this notice on the Town website and the Connecticut Law Journal. A copy of all written comments received and all responses prepared by the municipality will be included as part of the application to the DECD.

Office of the First Selectman
Town of Brookfield

By: Stephen C. Dunn, First Selectman
Dated 04/21/21

*****MEMO*****

To: Brookfield Planning, Economic Development and Zoning Commissions

From: Alice Dew, Land Use Director

Re: Affordable Housing Moratorium

Date: May 11, 2021

Brookfield has had a moratorium on affordable housing for the past 4 years from July, 2017 until July, 2021. This was possible due to the large amount of affordable housing that was created previous to 2017. Since that time, Brookfield has added the CHFA funded units at Brookfield Village and individual affordable homes on Hollow Drive. The prior 2017 moratorium created reserved HUE (Housing Unit Equivalent) points of 40.25, combined with 88.75 HUE points from Brookfield Village and 3.75 points from 2 affordable homes on Carlin's Way, for a total of 132.75 HUE points. The required points for a moratorium are 131.75 for Brookfield. The required points are based on 2% of the total dwelling units in Brookfield (6,562 dwelling units as of the 2010 Census).

Brookfield has applied for another 4 years of moratorium. There is currently a very diverse range of housing below the market rate that meet the affordable housing requirements for a moratorium. Brookfield Village has units that range from 25 – 60% of the area median income. Some other existing affordable housing locations are: Town Brooke Commons (Nabby Road), Brookfield Crossing, Mill River Views and Orchard Place Apartments, Hollow Oak and Brooks Quarry. When Government Assisted, Tenant Rent Assistance, CHFA, and deed restricted units are taken into account, Brookfield is at 5.62%, according to the 2020 Affordable Housing Appeals List.

There are several affordable housing projects that have been approved, but are not yet constructed, such as: 49 Federal Road, 468 Federal Road and 632-636 Federal Road. The Town of Brookfield has also created Zoning regulations allowing for affordable accessory apartments.

The next 4 years will give Brookfield an opportunity to create an Affordable Housing Plan, which is required by the State by July 2022. This housing plan

would be valid for 5 years and take the Town through July 2027. The Affordable Moratorium would end by July, 2025.

There is currently a great deal of debate and discussion over change the Affordable requirements in Connecticut and this moratorium would allow Brookfield to plan and coordinate efforts to create a cohesive and workable affordable housing plan.



TOWN OF BROOKFIELD

BROOKFIELD, CT 06804

To: Brookfield Town Website
From: Alice Dew, Land Use Director
Date: April 21, 2021
Re: Legal Notice

Please publish the following legal notice on the Brookfield Town Website on April 21, 2021

NOTICE OF INTENT TO APPLY FOR A STATE CERTIFICATE OF AFFORDABLE HOUSING COMPLETION:

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that the Town of Brookfield intends to file an application for Certification of Affordable Housing Completion (moratorium on applicability of Section 8-30g) with the State Department of Economic and Community Development ("DECD"), pursuant to Section 8-30g(1)(4)(b) of the Connecticut General Statutes.

The proposed application, including all supporting documentation, is available for public inspection and comment in the Land Use Office and the Town Clerk's Office at the Brookfield Town Hall, 100 Pocono Road, Brookfield, Connecticut, from 8 a.m. to 4 p.m. weekdays. Written comments may be submitted to Alice Dew, Land Use Director, at the Brookfield Land Use Office (address listed above) within 20 days of the publication of this notice in the Danbury NewsTimes and the Connecticut Law Journal. A copy of all written comments received and all responses prepared by the municipality will be included as part of the application to the DECD.

Dated in Brookfield, Connecticut, this April 21, 2021
Steve Dunn, First Selectman, Town of Brookfield



TOWN OF BROOKFIELD

BROOKFIELD, CT 06804

To: Town Clerk
From: Alice Dew, Land Use Director
Date: April 21, 2021
Re: Legal Notice

NOTICE OF INTENT TO APPLY FOR A STATE CERTIFICATE OF AFFORDABLE HOUSING COMPLETION:

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that the Town of Brookfield intends to file an application for Certification of Affordable Housing Completion (moratorium on applicability of Section 8-30g) with the State Department of Economic and Community Development ("DECD"), pursuant to Section 8-30g(1)(4)(b) of the Connecticut General Statutes.

The proposed application, including all supporting documentation, is available for public inspection and comment in the Land Use Office and the Town Clerk's Office at the Brookfield Town Hall, 100 Pocono Road, Brookfield, Connecticut, from 8 a.m. to 4 p.m. weekdays. Written comments may be submitted to Alice Dew, Land Use Director at the Brookfield Land Use Office (address listed above) within 20 days of the publication of this notice on the Town website, Danbury NewsTimes and the Connecticut Law Journal. A copy of all written comments received and all responses prepared by the municipality will be included as part of the application to the DECD.

Dated in Brookfield, Connecticut, this April 21, 2021
Steve Dunn, First Selectman, Town of Brookfield



TOWN OF BROOKFIELD

BROOKFIELD, CT 06804

To: Danbury NewsTimes
From: Office of First Selectman, Town of Brookfield, CT
To Be Published: April 27, 2021

NOTICE OF INTENT TO APPLY FOR A STATE CERTIFICATE OF AFFORDABLE HOUSING COMPLETION:

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that the Town of Brookfield intends to file an application for a Certification for Affordable Housing Completion (moratorium on applicability of Section 8-30g) with the State Department of Economic and Community Development, pursuant to Section 8-30g(1)(4)(B) of the Connecticut General Statutes.

The proposed application, including all supporting documentation, is available for public inspection and comment in the Land Use Office and the Town Clerk's Office at the Brookfield Town Hall, 100 Pocono Road, Brookfield, Connecticut, from 8 a.m. to 4 p.m. weekdays. Written comments may be submitted to Alice Dew, Land Use Director, at the Brookfield Land Use Office, 100 Pocono Road, Brookfield, CT 06804 within 20 days of the publication of this notice on the Town website, the CT Law Journal and Danbury NewsTimes. A copy of all written comments received and all responses prepared by the municipality will be included as part of the application to the DECD.

Office of the First Selectman
Town of Brookfield

By: Stephen C. Dunn, First Selectman
Dated 04/21/21



TOWN OF BROOKFIELD

BROOKFIELD, CT 06804

To: Connecticut Law Journal
From: Office of First Selectman, Town of Brookfield, CT
To Be Published: April 27, 2021

NOTICE OF INTENT TO APPLY FOR A STATE CERTIFICATE OF AFFORDABLE HOUSING COMPLETION:

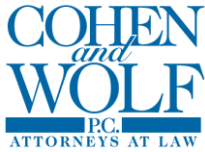
LEGAL NOTICE

NOTICE IS HEREBY GIVEN that the Town of Brookfield intends to file an application for a Certification for Affordable Housing Completion (moratorium on applicability of Section 8-30g) with the State Department of Economic and Community Development, pursuant to Section 8-30g(1)(4)(B) of the Connecticut General Statutes.

The proposed application, including all supporting documentation, is available for public inspection and comment in the Land Use Office and the Town Clerk's Office at the Brookfield Town Hall, 100 Pocono Road, Brookfield, Connecticut, from 8 a.m. to 4 p.m. weekdays. Written comments may be submitted to Alice Dew, Land Use Director, at the Brookfield Land Use Office, 100 Pocono Road, Brookfield, CT 06804 within 20 days of the publication of this notice on the Town website, Danbury NewsTimes, and the Connecticut Law Journal. A copy of all written comments received and all responses prepared by the municipality will be included as part of the application to the DECD.

Office of the First Selectman
Town of Brookfield

By: Stephen C. Dunn, First Selectman
Dated 04/21/21



PATRICIA C. SULLIVAN

Please Reply To Bridgeport
Writer's Direct Dial: (203) 337-4124
E-Mail: psullivan@cohenandwolf.com

July 27, 2021

Commissioner Seila Mosquera-Bruno
Connecticut Department of Housing
505 Hudson Street
Hartford, CT 06106-7106

**RE: Application for Certificate of Affordable Housing Completion/Moratorium –
 Town of Brookfield, Connecticut**

Dear Commissioner Mosquera-Bruno:

I hereby certify that the Town of Brookfield has in effect policies and procedures sufficient to evaluate and determine compliance of affordable housing with relevant affordability restrictions and is in adherence with such policies and procedures as of the time of the application.

Sincerely,

Patricia C. Sullivan

Patricia C. Sullivan

PCS/rpr

cc: Town of Brookfield

1115 Broad Street
P.O. Box 1821
Bridgeport, CT 06601-1821
Tel: (203) 368-0211
Fax: (203) 394-9901

158 Deer Hill Avenue
Danbury, CT 06810
Tel: (203) 792-2771
Fax: (203) 791-8149

320 Post Road West
Westport, CT 06880
Tel: (203) 222-1034
Fax: (203) 227-13373



Doc ID: 001533260012 Type: LAN
Book 719 Page 799 - 810
File# 3158

After recording, please return to: CHFA, 999 West St., Rocky Hill, CT 06067

EXTENDED LOW-INCOME HOUSING COMMITMENT

This EXTENDED LOW-INCOME HOUSING COMMITMENT (the "Agreement") is made this 20th day of October, 2016, by and between **BROOKFIELD VILLAGE RESIDENTIAL LIMITED PARTNERSHIP**, a limited partnership organized and existing under the laws of the State of Connecticut with an office and principal place of business at 3102 Route 9, Cold Spring, New York 10516 (the "Owner") and the **CONNECTICUT HOUSING FINANCE AUTHORITY**, a body politic and corporate constituting a public instrumentality and political subdivision of the State of Connecticut, with an office and principal place of business at 999 West Street, Rocky Hill, Connecticut 06067 (the "Authority").

WITNESSETH:

WHEREAS, the Authority is designated as the allocating housing credit agency responsible for the administration and allocation of low-income housing tax credits for the State of Connecticut;

WHEREAS, the Owner is the owner of certain real property known as Brookfield Village Apartments, and located at 800 Federal Road and 7 Station Road, Brookfield, Connecticut (the "Property"), which Property is more particularly described on Exhibit A, attached hereto and made a part hereof;

WHEREAS, the Property has qualified for low-income housing tax credits in the annual amount of \$286,731 for buildings financed by tax-exempt bonds pursuant to Section 42(h)(4) of the Internal Revenue Code of 1986, as amended (collectively, the "Code");

WHEREAS, Section 42(h)(6)(A) of the Code mandates that no low-income housing tax credit shall be allowed with respect to any building for the taxable year unless an extended low-income housing commitment is in effect as of the end of such taxable year.

NOW, THEREFORE, in consideration of the foregoing and for the good and valuable consideration acknowledged hereby, the Authority and the Owner hereby covenant and agree as follows:

I. DEFINITIONS.

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

- (a) "Compliance Period" means, with respect to any building, the period of fifteen (15) taxable years beginning with the first (1st) taxable year of the Credit Period with respect thereto.

-- 1 --

Brookfield Village
LIHTC -- Extended Low-Income Housing Commitment FINAL
Form Revision Date: 4/27/16

- (b) "Credit Period" means, with respect to any building, the period of ten (10) taxable years beginning with:
- (i) the taxable year in which the building is placed in service, or
 - (ii) at the irrevocable election of the taxpayer, the succeeding year,
- but only if the building is a "qualified low-income building" (as such term is defined in the Code) as of the close of the first (1st) year of such period.
- (c) "Development" means all real and personal property, 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 accommodations for persons of low and moderate income and other activities incidental thereto, and which shall also include, without limitation, a building or structure, or several proximate and interrelated buildings or structures and facilities functionally related and subordinated thereto, financed under a common plan, all located on a single tract of land [except as provided for in Section 42(g)(7) of the Code (relating to scattered site projects) and Section 42(h)(6)(K) of the Code (relating to projects which consist of more than one (1) building)], which buildings shall be owned by the same person for tax purposes and shall each contain one (1) or more similarly constructed units, having separate and complete facilities for living, sleeping, eating, cooking and sanitation for an individual or a family, and facilities which are functionally related and subordinate to such units, and all of such units shall be rented or available for rental on a non-transient basis to members of the general public, *provided, however, special provisions shall apply for eligible single room occupancy housing and transitional housing for the homeless*;
- (d) "Extended Use Period" means the period of time:
- (i) beginning on the first (1st) day in the Compliance Period on which such building is part of a qualified low-income housing project; and
 - (ii) ending on the later of:
 - (A) the date specified in Section II(d) of this Agreement, or
 - (B) the date which is fifteen (15) years after the close of the Compliance Period.
- (e) "HUD" means the United States Department of Housing and Urban Development, or its successor;
- (f) "Qualified Person(s)" means individuals and families who, at the time each such individual or family first occupies a Unit in the Development, are of low income, having annual income not exceeding sixty percent (60%) of area median gross income, adjusted

-- 2 --

for family size, within the meaning of the Code and the Treasury Regulations promulgated thereunder; *provided, however*, in case of individuals and families occupying at least: (i) twelve (12) Units, individuals and families having an annual income not exceeding fifty percent (50%) of area median gross income at such time, and (ii) three (3) additional Units, individuals and families having an annual income not exceeding twenty-five percent (25%) of area median gross income at such time;

- (g) "Qualified Rent" means gross rent (as defined in Section 42(g)(2)(B) of the Code) not greater than thirty percent (30%) of the imputed income limitation applicable to a particular Unit, within the meaning of Section 42(g)(2)(C) of the Code, as adjusted annually;
- (h) "Qualified Unit" means those Units occupied by Qualified Persons at a Qualified Rent; and
- (i) "Unit" means an individual dwelling referenced in Section I(c) of this Agreement.

II. THE COMMITMENT.

(a) Failure to comply with the provisions of this Agreement is an event of default hereunder and the Authority or its successors and/or assigns may exercise any of the remedies available hereunder. Furthermore, the Authority may seek specific performance of this Agreement by the Owner, or any successor in interest thereto, without declaring an event of default and without waiving any remedies hereunder, by filing an action in any court of competent jurisdiction in the State of Connecticut. In accordance with Section 42(g)(1) of the Code, Owner hereby irrevocably elects that forty percent (40%) or more of the residential units in the Development shall be both rent-restricted and occupied by individuals whose income is sixty percent (60%) or less of area median gross income.

(b) For each taxable year in the Extended Use Period, the applicable fraction (as defined in Section 42(c)(1)(B) of the Code as the smaller of the "unit fraction" [low income Units/residential rental Units] or the "floor space fraction" [total floor space of low-income Units/total floor space of residential rental Units]), shall not be less than:

43/48

Eighty-seven and twelve one-hundredths (87.12%)

Notwithstanding anything herein to the contrary, the Owner shall have the right to rent more than eighty-seven and twelve one-hundredths percent (87.12%) of the Units in the Development to Qualified Persons.

(c) Individuals who meet the income limitation applicable to the Development under Section 42(g)(1) of the Code (whether prospective, present, or former occupants who qualify, qualified, or would qualify) hereby have the right to enforce, in any State court, the requirements set forth in Sections II(a) and II(b) of this Agreement, and the prohibitions set forth in Section II(e)(iii), II(e)(iv), and II(f) of this

-- 3 --

Agreement, and said individuals may apply to any court of competent jurisdiction in the State of Connecticut for specific performance of the provisions of this Agreement, notwithstanding any action which may or may not be taken by the Authority.

(d) The Extended Use Period shall be for an additional twenty-five (25) years after the close of the Compliance Period, unless terminated earlier (“Early Termination”) on: (i) the date of the Development’s foreclosure or deed-in-lieu of foreclosure (unless the Secretary of the Treasury determines that such foreclosure or deed-in-lieu of foreclosure is part of an arrangement with a purpose of terminating the Extended Use Period); or (ii) the last day of the one (1) year period beginning on the date which a request is made by the Owner (which request is made not earlier than the end of the fourteenth (14th) year of the Compliance Period) for the Authority to present a “qualified contract” (as defined in Section 42(h)(6)(F) of the Code and Section 1.42-18 of the Treasury Regulations) for the acquisition of the low-income portion of the Development, as defined in Section 42(h)(6)(H) of the Code, all in accordance with Section 42(h)(6) of the Code, provided that the Authority has not presented such a contract. ***Notwithstanding the foregoing, in the event the Extended Use Period as agreed upon herein is longer than the date which is fifteen (15) years after the close of the Compliance Period, the Owner hereby acknowledges and agrees that such additional period constitutes a more stringent requirement as provided by Section 42(h)(6)(E) of the Code and that Section II(d)(ii) of this Agreement therefore shall not apply and shall have no force or effect.***

(e) During the Extended Use Period:

- (i) not less than forty-three (43) Units (eighty-seven and twelve one-hundredths percent (87.12%) of the Units) in the Development shall be occupied (or will be available for occupancy) by Qualified Persons (*Note: at the discretion of the Secretary of the Treasury, the maximum income levels may deviate from the area median income data to reflect current HUD policy or future Treasury policy on income limits with respect to areas with unusually low family income or high housing costs relative to family income consistent with HUD determinations under Section 8 of the United States Housing Act of 1937*);
- (ii) the rents for each Qualified Unit shall not exceed the Qualified Rent, which will be uniform for each particular housing unit size (i.e., efficiencies, one-bedroom units, two-bedroom units), regardless of the number of persons residing in the household and in accordance with Section 42(g) of the Code;
- (iii) no tenant who was occupying a Qualified Unit at any time during (or at the end of) the Extended Use Period may be removed whether by eviction, expiration of lease or for any termination of the tenancy (other than for good cause);
- (iv) no rent may be increased for any Qualified Unit beyond the Qualified Rent:

(A) at any time during the Extended Use Period; or

- (B) as long as it is occupied by the tenant who was occupying the unit at the expiration of the Extended Use Period.

(f) The tenant protections set forth in Section 42(h)(6)(E)(II) of the Code shall survive for a period of three (3) years following an Early Termination and for such three (3) year period such tenant protections shall be binding upon the Property and upon any holder of a mortgage on the Property or any successor or assign of such holder who succeeds to all or any part of the Owner's interest in, or otherwise acquires title to, the Property. Such protection provides, without limitation, that for a period of three (3) years following an Early Termination of the Extended Use Period: (i) no tenant who was occupying a Qualified Unit at the end of the Extended Use Period may be removed whether by eviction, expiration of lease or any termination of the tenancy (other than for good cause); and (ii) no rent may be increased for any Qualified Unit beyond the Qualified Rent as long as it is occupied by the tenant who was occupying the unit at the Early Termination of the Extended Use Period.

III. REPRESENTATIONS, WARRANTIES & COVENANTS.

- (a) The Owner hereby represents, covenants, warrants and agrees, as follows:

(i) the Development is to be developed, owned, managed and operated for the Extended Use Period as "residential rental property" (as such phrase is used in Section 42(d) of the Code), on a continuous basis during the Extended Use Period and that the Development constitutes, or will constitute, a qualified low-income building or qualified project, as applicable (as defined in Section 42 of the Code);

(ii) Owner is a legally organized entity, qualified to transact business under the laws of the State of Connecticut, has the power and authority to own its properties and assets and to carry on its business as now being conducted, and has the full legal right, power and authority to execute and deliver this Agreement;

(iii) Owner shall, at the time of execution and delivery of this Agreement, have good and marketable title to the Development, free and clear of any lien or encumbrance (subject to encumbrances approved by the Authority);

(iv) Owner shall make no change in the nature, size (including number of Units) or location of the Development from that which was described in the Owner's Application to the Authority dated December 3, 2014 without the prior written consent of the Authority;

(v) Owner shall obtain the agreement of any buyer, or successor, or other person acquiring the Property or the Development, or any interest therein, that such acquisition is subject to the requirements of this Agreement, and the Owner shall promptly notify the Authority of any such transfer. ***Notwithstanding the foregoing, this provision shall not act to waive any other restriction on such sale, transfer or exchange of the Development;***

(vi) Once available for occupancy, each Qualified Unit in the Development shall be rented or available for rental on a continuous basis to members of the general public on a non-transient basis throughout the Extended Use Period (except for transitional housing for the homeless or single-room occupancy units provided under Section 42(i)(3)(B)(iii) and (iv) of the Code);

(vii) Owner shall not discriminate on the basis of race, creed, color, sex, sexual preference, age, handicap, marital status, national origin, familial status, source of income or disability in the lease, use or occupancy of the Development, or in the employment of persons for the operation and management of the Development;

(viii) Owner has not executed and will not execute any other agreement with provisions contradictory to, or in opposition to, the provisions of this Agreement and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herein;

(ix) Owner shall obtain the consent of all holders of prior recorded mortgages or liens on the Property to this Agreement and such consent shall be a condition precedent to the issuance of the Internal Revenue Service Form 8609 constituting the final allocation of the low-income housing tax credits for the Development;

(x) Owner shall record this Agreement promptly on the land records of the municipality in which the Property is located, upon recording of this Agreement, the Owner shall immediately transmit to the Authority evidence of said recording including the date and volume and page numbers, and the Owner agrees that the Authority will not issue the Internal Revenue Service Form 8609, constituting final allocation of low-income housing tax credits for the Development, until the Authority has received a certified copy of the recorded Agreement;

(xi) Owner shall comply with any monitoring plan, guidelines, procedures, or requirements as may be adopted or amended from time to time by the Authority in accordance with the requirements of the Code, or regulations promulgated thereunder by the United States Department of the Treasury, Internal Revenue Service, or otherwise in order to monitor compliance with the provisions of this Agreement;

(xii) Notwithstanding anything in this Agreement to the contrary, in the event that the Owner fails to comply fully with the covenants and agreements contained herein or within the Code, all applicable regulations, rules, rulings, policies, procedures, or other official statements promulgated by the Department of Treasury, the Internal Revenue Service or the Authority, from time to time, pertaining to the obligations of the Owner as set forth therein or herein, the Authority may, in addition to all of the remedies provided by law or in equity, report such noncompliance to the Internal Revenue Service which could result in penalties and/or re-capture of low-income housing tax credits;

(xiii) Owner hereby agrees that this Agreement prohibits: (A) the disposition to any person of any portion of the building to which this Agreement applies unless all of the building

to which such Agreement applies is disposed of to such person; and (B) the refusal to lease to a holder of a voucher or certificate of eligibility under Section 8 of the U.S. Housing Act of 1937 because of the status of the prospective tenant as such a holder; and

(xiv) In the event any foreclosure proceedings are initiated affecting the Property, Owner shall provide the Authority with notice of the same immediately upon receipt of service of process of said foreclosure action.

IV. MISCELLANEOUS.

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

(b) The invalidity of any provisions of this Agreement shall not be deemed to impair or affect in any manner the validity, enforceability, or effect of the remainder of the provisions of this Agreement, which shall continue in full force and effect as if such invalid provision had never been included herein.

(c) False statements made herein are punishable under the penalty for false statement set out in Connecticut General Statutes § 53a-157b.

(d) This Agreement shall be binding on all successors and/or assigns of the Owner and this Agreement shall be recorded and encumber the Property as a restrictive covenant in accordance with the laws of the State of Connecticut.

(e) Neither this Agreement nor any term hereof may be altered, amended, modified, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought.

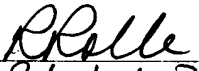
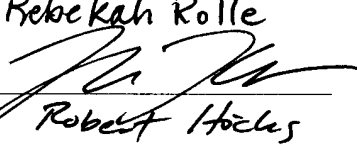
(f) Any notice or other communication in connection with this Agreement shall be in writing and (i) deposited in the United States mail, postage prepaid, by registered or certified mail, or (ii) hand delivered by any commercially recognized courier service or overnight delivery service, such as FedEx, addressed to the addressees, as set forth on the first page hereof. Any such addressee may change its address for such notices to any other address in the United States as such addressee shall have specified by written notice given as set forth above. A notice shall be deemed to have been given, delivered and received upon the earliest of: (A) if sent by certified or registered mail, on the date of actual receipt (or tender of delivery and refusal thereof) as evidenced by the return receipt; or (B) if hand delivered by such courier or overnight delivery service, when so delivered or tendered for delivery during customary business hours on a business day at the specified address. Notice shall not be deemed to be defective with respect to the recipient thereof for failure of receipt by any other party. 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.

[Remainder of Page Intentionally Left Blank -- Signature Pages Follow]

-- 8 --

Brookfield Village
LIHTC -- Extended Low-Income Housing Commitment FINAL
Form Revision Date: 4/27/16

CONNECTICUT HOUSING FINANCE AUTHORITY


Rebekah Rolle

Robert Hoiles

By: 
Karl F. Kilduff
Executive Director
Duly Authorized

STATE OF CONNECTICUT)
) ss. Rocky Hill October 5, 2016
COUNTY OF HARTFORD)

Personally appeared, Karl F. Kilduff, 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 his free act and deed and the free act and deed of said Authority, on behalf of said Authority, before me.


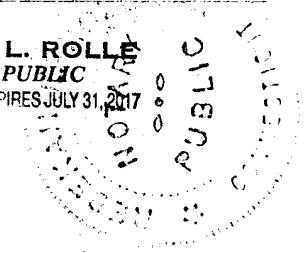

~~Commissioner of the Superior Court~~
Notary Public
REBEKAH L. ROLLE
NOTARY PUBLIC
MY COMMISSION EXPIRES JULY 31, 2017


Exhibit A**800 FEDERAL ROAD:**

800 Federal Road
Lands of Brookfield Village, LLC
Lot 82 of Tax Map D07
Town of Brookfield, County of Fairfield, State of Connecticut

Beginning at a rebar set on the westerly sideline of Federal Road, where the same is intersected by the dividing line of the lands now or formerly belonging to Charles & Lynn Dimon to the south with the lands herein described to the north, and running, thence:

1. Along the said dividing line and continuing along the dividing line of the lands now or formerly belonging to Brookfield Center, LLC to the south with the lands herein described to the north, South 80 degrees 19 minutes 49 seconds West a distance of 303.94 feet to a rebar set, thence;
2. Along the dividing line of said Brookfield Center, LLC to the west with the lands herein described to the east, North 10 degrees 49 minutes 32 seconds West a distance of 98.13 feet to a mag nail set, thence;
3. Along the newly established dividing line of other lands now or formerly belonging to Brookfield Village, LLC to the north (known as Lot 81) with the lands herein described to the south, North 80 degrees 21 minutes 54 seconds East a distance of 301.41 feet to a rebar set, thence;
4. Along the aforementioned westerly sideline of Federal Road, South 13 degrees 19 minutes 05 seconds East a distance of 71.08 feet to a CHD monument found, thence;
5. Along the same, South 09 degrees 39 minutes 08 seconds East a distance of 27.00 feet to the point and place of Beginning.

The above described parcel of land contains 29,729.9 square feet or 0.6825 acres of land.

The above described parcel of land is subject to a right of way easement found in Volume 507 at Page 203. The above described parcel of land benefits from a drainage easement found in Volume 705 at Page 385. The above described parcel of land will be subject to a reciprocal easement agreement between Brookfield Village Residential Limited Partnership, Brookfield Village LLC and PDM Realty LLC (the said easement has not yet been filed).

The above described area was written in accordance with a map entitled "ALTA/NSPS Land Title Survey, Prepared For Brookfield Village LLC, Map D07 Lot 082, 800 Federal Road, Town of Brookfield, Fairfield County, State of Connecticut" prepared by CCA, LLC having a revision date of September 13, 2016.

7 STATION ROAD

7 Station Road
Lands of Brookfield Village, LLC
Lot 78 of Tax Map D07
Town of Brookfield, County of Fairfield, State of Connecticut

Beginning at a rebar found on the southerly sideline of Station Road, where the same is intersected by the dividing line of the lands now or formerly belonging to Athos B. Cattaruzza to the west with the lands herein described to the east, and running, thence:

1. Along the said sideline of Station Road, South 89 degrees 35 minutes 16 seconds East a distance of 197.95 feet, thence;
2. Along the dividing line of lands now or formerly belonging to Ralph J., Patricia, Bridget & Lisa Gulliver to the east with the lands herein described to the west, South 05 degrees 20 minutes 52 seconds East a distance of 147.40 feet to a rebar set, thence;
3. Along the newly established dividing line of other lands now or formerly belonging to Brookfield Village, LLC to the south (known as Lot 81) with the lands herein described to the north, South 80 degrees 19 minutes 05 seconds West a distance of 46.50 feet to a rebar set, thence;
4. Along the same, South 09 degrees 40 minutes 55 seconds East a distance of 41.00 feet to a rebar set, thence;
5. Along the same, South 80 degrees 19 minutes 05 seconds West a distance of 139.05 feet to a rebar set, thence;
6. Along the dividing line of lands now or formerly belonging to Brookfield Center, LLC and the lands of said Cattaruzza to the west with the lands herein described to the east, North 09 degrees 20 minutes 07 seconds West 219.87 feet to the point and place of Beginning.

The above described parcel of land contains 36,803.0 square feet or 0.8449 acres of land.

The above described parcel of land is subject to a SNET easement found in Volume 162 at Page 312.

The above described parcel of land will be subject to a reciprocal easement agreement between Brookfield Village Residential Limited Partnership, Brookfield Village LLC and PDM Realty LLC (the said easement has not yet been filed).

The above described area was written in accordance with a map entitled "ALTA/NSPS Land Title Survey Prepared For Brookfield Village LLC, Map D07 Lot 078, 7 Station Road, Town of Brookfield, Fairfield County, State of Connecticut" prepared by CCA, LLC having a revision date of September 13, 2016.

-- 12 --

Brookfield Village
LIHTC -- Extended Low-Income Housing Commitment FINAL
Form Revision Date: 4/27/16

Received for Record at Brookfield, CT
On 10/20/2016 At 4:12:04 pm

Jan M. Locke



**TOWN OF BROOKFIELD
ZONING COMMISSION
SPECIAL PERMIT – DESIGN REVIEW APPROVAL**

Issued To:	Brookfield Village, LLC	Permit #:	201300224
Project Name:	Brookfield Village		
Project Location:	800, 802, 806 Federal Road & 7 Station Road, Brookfield CT		
Project Description:	Mixed Use retail (21,047 sq. ft.) and Residential (79 Units)		
Permitted Use:	Apartments & General Retail	Zoning District:	Town Center District
Application Date:	3/21/13	Public Hearing Date(s):	4/25/13 , 5/9/13, 5/23/13
Decision Date:	5/23/13	Publication Date:	5/31/13
Expiration Date:	5/23/18		

AUTHORITY AND CONDITIONS:

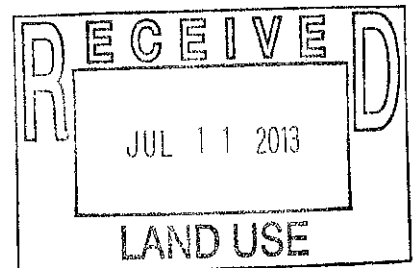
This Special Permit is issued pursuant to Title 8 of CGS, & Chapter 242-203C of the Code of the Town of Brookfield. It is subject to the General Conditions, Special Stipulations, plans, drawings and documents as set forth hereinafter.

APPROVED PLANS:

**Map Cover Sheet titled “Brookfield Village – Proposed Mixed-Use Development”
prepared by CCA, LLC dated March 21, 2013**

- “General Legend, Notes And Abbreviations” dated June 2012 – sheet N1
- “Topographic Boundary Survey” dated 1/24/13 – sheet 1 of 1
- “Demolition Plan” dated 3/21/13 – sheet C1
- “Site Layout And Materials Plan” dated 3/21/13 – sheet C2
- “Grading Plan” dated 3/21/13 – sheet C3
- “Drainage Plan” dated 3/21/13 – sheet C4
- “Utilities Plan” dated 3/21/13 – sheet C5
- “Landscaping Plan” dated 3/21/13 – sheet C6
- “Erosion Control Plan” dated 3/21/13 – sheet C7
- “Notes And Details” dated 3/21/13 – sheets C8 thru C12
- “Sedimentation And Erosion Control Plan” dated 12/7/05 – sheet E1

“Site Lighting Photometric Plan” prepared by Apex Lighting Solutions dated 3/18/13 – sheet SL-1



Map Cover Sheet “Brookfield Village” – “View From Federal Road” (Buildings 1, 2 & 3) prepared by Paul Bailey Architect dated 3/21/13 – sheet C1

- “View from Station Road” – Building 4 (East & North Elevation) dated 3/21/13 – sheet C2
- “Building 1 Floor Plans” dated 3/21/13 – sheets A1.1 & A1.2
- “Building 1 Elevations” dated 3/21/13 – sheets A1.3 & A1.4
- “Building 2 Floor Plans” dated 3/21/13 – sheets A2.1 & A2.2
- “Building 2 Elevations” dated 3/21/13 – sheets A2.3 & A2.4

- “Building 3 Floor Plans” dated 3/21/13 – sheets A3.1 & A3.2
- “Building 3 Elevations” dated 3/21/13 – sheets A3.3 & A3.4
- “Building 4 Floor Plans” dated 3/21/13 – sheets A4.1 & A4.2
- “Building 4 Elevations” dated 3/21/13 – sheets A4.3 & A4.4

EFFECTIVITY: DESIGN REVIEW APPROVAL IS NOT VALID UNTIL:

- A. This document is filed by the owner of the property with (i) the Town Clerk, and (ii) upon the land records of the Town of Brookfield prior to the commencement of any site work, but in no event later than sixty (60) days from the date hereof.
- B. A performance bond in the form of an irrevocable, unconditional, automatically renewable, bank letter of credit in the amount of \$19,054.75 is on file in the Land Use Office Town of Brookfield, prior to the commencement of any site work.
- C. You are required to PROMPTLY RETURN the following documents to the office of the Zoning Commission:
- (1) Certificate of Filing and Recording executed by the Town Clerk,
 - (2) Executed Site Bond and Agreement,
 - (3) A signed copy of this Special Permit acknowledging both receipt hereof and your obligations hereunder.

ATTACHMENTS: (A part of this Special Permit) (1) General Conditions of Approval, (2) Certificate of Recording & Filing (3) Site Plan Bond and Agreement, (4) Acknowledgment copy of this permit.

APPROVAL AND CERTIFICATION:

Approved and certified to be a true copy of this Preliminary Special Permit granted on **May 23, 2013** at Brookfield, Connecticut.

Anna Mack, for the Brookfield Zoning Commission

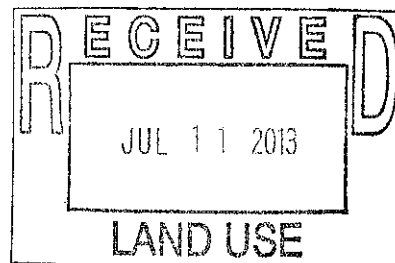
APPLICANT’S AND OWNER’S ACKNOWLEDGMENT: Receipt of Special Permit and my obligations thereunder are acknowledged herewith:

Pam J. Anker
Signature of Applicant/Agent

Date: *July 1, 2013*

Pam J. Anker
Signature of Owner

Date: *July 1, 2013*



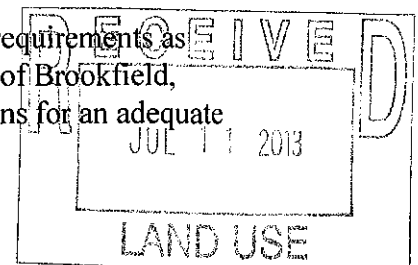
ATTACHMENT #1

**PERMIT #201300224 – 800, 802, 806 Federal Rd & 7 Station Rd
Brookfield Village**

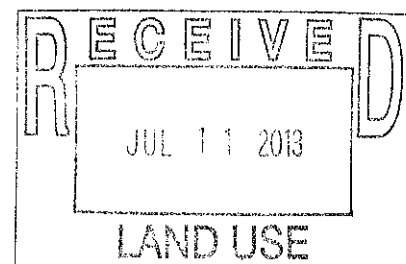
SPECIAL PERMIT - DESIGN REVIEW APPROVAL

GENERAL CONDITIONS OF APPROVAL

1. This approval shall be void and of no effect unless construction of all improvements, buildings and structures shown on the site plan is completed within five (5) years of the approval date. However, the Commission may extend said five (5) year period up to an additional five (5) years, if the Commission finds exceptional difficulty would result in applying the original completion period. Any renewal periods shall be upon the same terms and conditions as originally approved unless modified by the Commission.
2. If any activity on the site creates an impact upon the Inland Wetlands of the Town of Brookfield, then this approval is subject to such conditions, if any, as may be imposed by the Inland Wetlands Commission, Town of Brookfield.
3. Prior to the construction of any structure(s), water supply or drainage system, or connection to a septic treatment facility or sewer, you shall conform to the requirements placed upon you by the Building Official, Health Department and Water Pollution Control Authority, Town of Brookfield. Copies of documents reflecting final approval of these systems shall be filed by you with this Commission within fifteen (15) days after such approval is given.
4. Any additions to the exterior lighting or the parking areas shall require specific approval of the Commission and shall be in accordance with the appropriate requirements of the Zoning Regulations, Town of Brookfield.
5. If landscaping is required by the Commission per the approved site plan, you shall maintain such landscaping in a healthy growing condition throughout the duration of the use it is intended to serve. The Commission shall require the replacement of any landscaping which does not survive its initial planting.
6. You are required to meet all the requirements of Section 242-602, "Technical Standards" of the Brookfield Code.
7. Prior to the occupancy of any structure, you shall conform to such requirements as may be placed upon you by the Fire Marshal and Fire Chief, Town of Brookfield, relative to: emergency vehicle access, building egress, and provisions for an adequate supply of water for fire fighting purposes.



8. During construction of the project, you shall take such precautions as may be prescribed by the Building Official, the Highway and Police Departments, Town of Brookfield, and the Zoning Commission, so as to protect the general health, safety and welfare, and to preclude undue nuisance to residents of the general area. Construction trailers, equipment and the like shall be kept to a minimum of twenty-five feet (25') inside the property lines at all times.
9. During construction of the project, the Erosion and Sediment Protection, (ESP), measures must be fully implemented in accordance with the approved plan. This shall apply not only to the installation of the required ESP measures, but also to all maintenance procedures contained in the plan. Status reports on the ESP plan shall be filed with the Zoning Enforcement Officer on a monthly basis.
10. Upon application for a Zoning Certificate of Compliance, you must provide a complete set of drawings revised to indicate the true "as built" condition of the project. These drawings shall be submitted in two (2) blue line copies and one (1) reproducible copy. The Zoning Enforcement Officer will then inspect the property to verify that the project has been completed in accordance with this approval. Only then will a Certificate of Compliance be issued. Occupancy shall not be permitted until such certificate is issued.
11. An "as built" plot plan shall be submitted to the Commission after the foundations and/or footings are poured. This plot plan shall contain all dimensions enabling the locations of the foundations, footings, drainage pipes, catch basins, galleries, underground utility lines, etc., to be compared for conformity to the approved site plan. No further earth covering over or building on these structures may be initiated until the submitted "as built" is approved by the Commission or the Zoning Enforcement Officer.





**TOWN OF BROOKFIELD
ZONING COMMISSION
SITE PLAN/DESIGN REVIEW MODIFICATION APPROVAL**

APPLICATION DATE: 10/22/15

PROPERTY ID's # 00704000, 02058000,
00708000, 00706000

APPLICANT/AGENT:

LAND OWNER OF RECORD:

Name:	Unicorn Contracting Corp.	Name:	Brookfield Village, LLC
Address:	3102 Route 9 Cold Spring, NY 10516	Address:	3102 Route 9 Cold Spring, NY 10516
Contact:	Allan Rothman, Project Manager	Contact:	Paul Guillaro
Phone #	845-809-5969	Phone #	845-809-5969

SITE DATA:

Street Address: 800, 802, 806 Federal Rd & 7-13 Station Rd. **Zoning District:** TCD – IH Core

Permitted Use: Commercial / Retail / Residential

DESCRIPTION OF WORK:

Project Name: Brookfield Village

Project Description: Mixed use Incentive Housing Development

Change(s) Requested: Windows and changes to Site Plan to meet requirements of OSTA.

APPROVAL & CERTIFICATION:

Design Review # 201300224

Site Plan Modification Approval #: 201500983

Date of Publishing: 10/29/15

Site Plan Modification Approval Date: 10/22/15

Expiration Date of Approval: 10/22/19

Approved Plans: Site Plan Modification Application #201500983

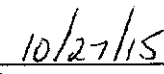
- "Site Layout and Materials Plan" dated 3/21/13 revised thru 10/6/15 -- sheet C2
- "Grading Plan" dated 3/21/13 revised thru 10/6/15 -- sheet C3
- "Drainage Plan" dated 3/21/13 revised thru 10/6/15 -- sheet C4
- Architectural Plans prepared by paul Bailey Architect and handed in and initialed by Allan Rothman, Project manager 10/22/15 at the Zoning Commission meeting.

The original Design Review Approval for **800, 802, 806 Federal Rd & 7-13 Station Road** is modified herewith in accordance with the plans, specifications or conditions designated above. This form constitutes a modification to the initial permit and shall only be considered effective when legal notice hereof is published in a newspaper with substantial circulation in the Town of Brookfield. Filing on the Land Records is not a requirement of this approval although your legal counsel may consider it advisable. All terms and conditions of the original approval shall remain in full force and effect except as may have been modified herewith. A fee in the amount of \$210.00 has been paid. The required performance bond has not been increased/decreased.

Certified to be a true copy of this Site Plan Modification Approval granted on October 22, 2015.

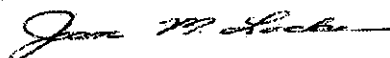


For the Town of Brookfield Zoning Commission

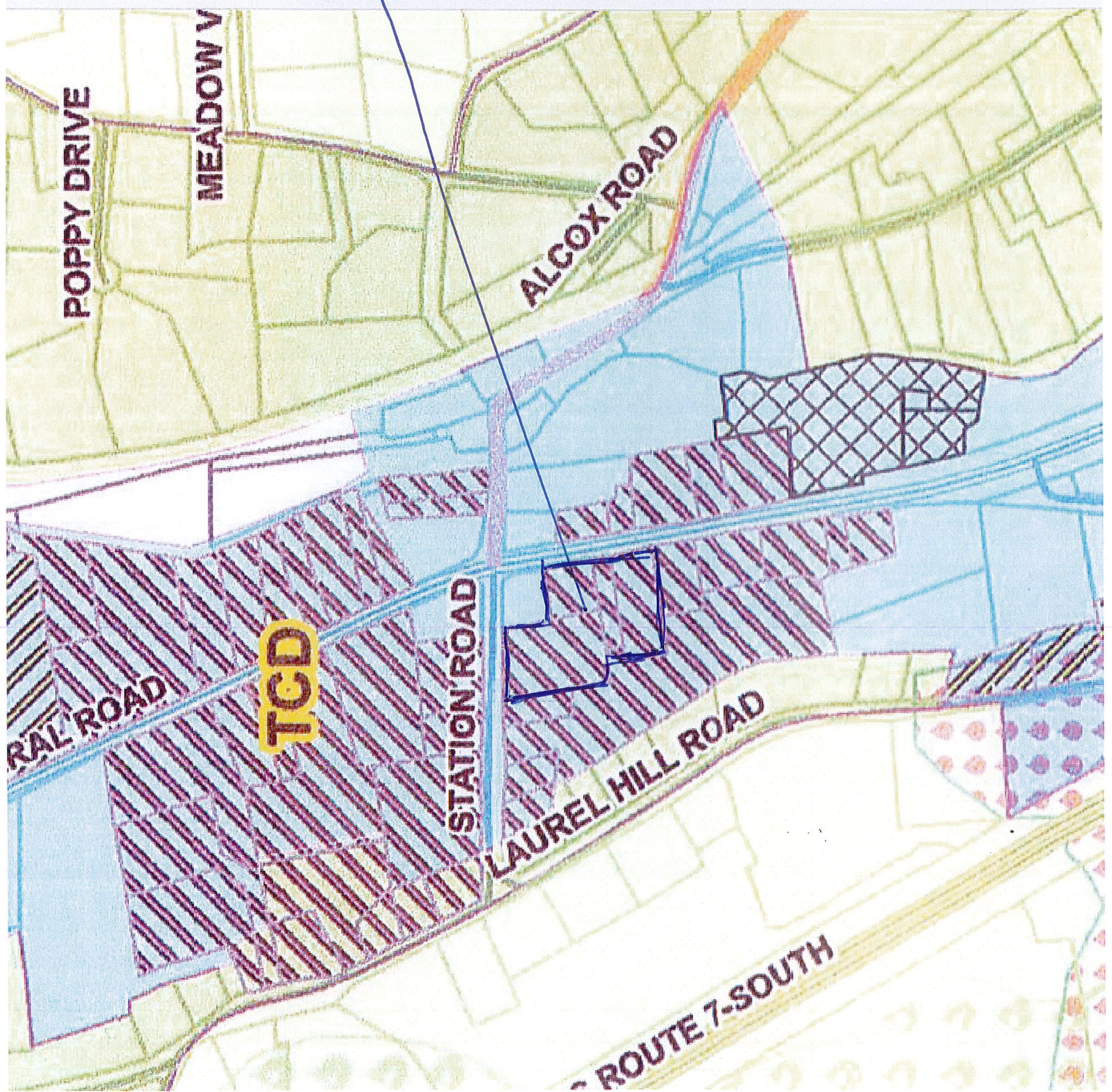


Date

Received for Record at Brookfield, CT
On 10/20/2016 At 4:23:06 pm



Brookfield
Village



Brookfield
Village

1 inch = 1,000 feet

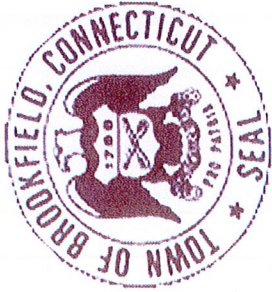
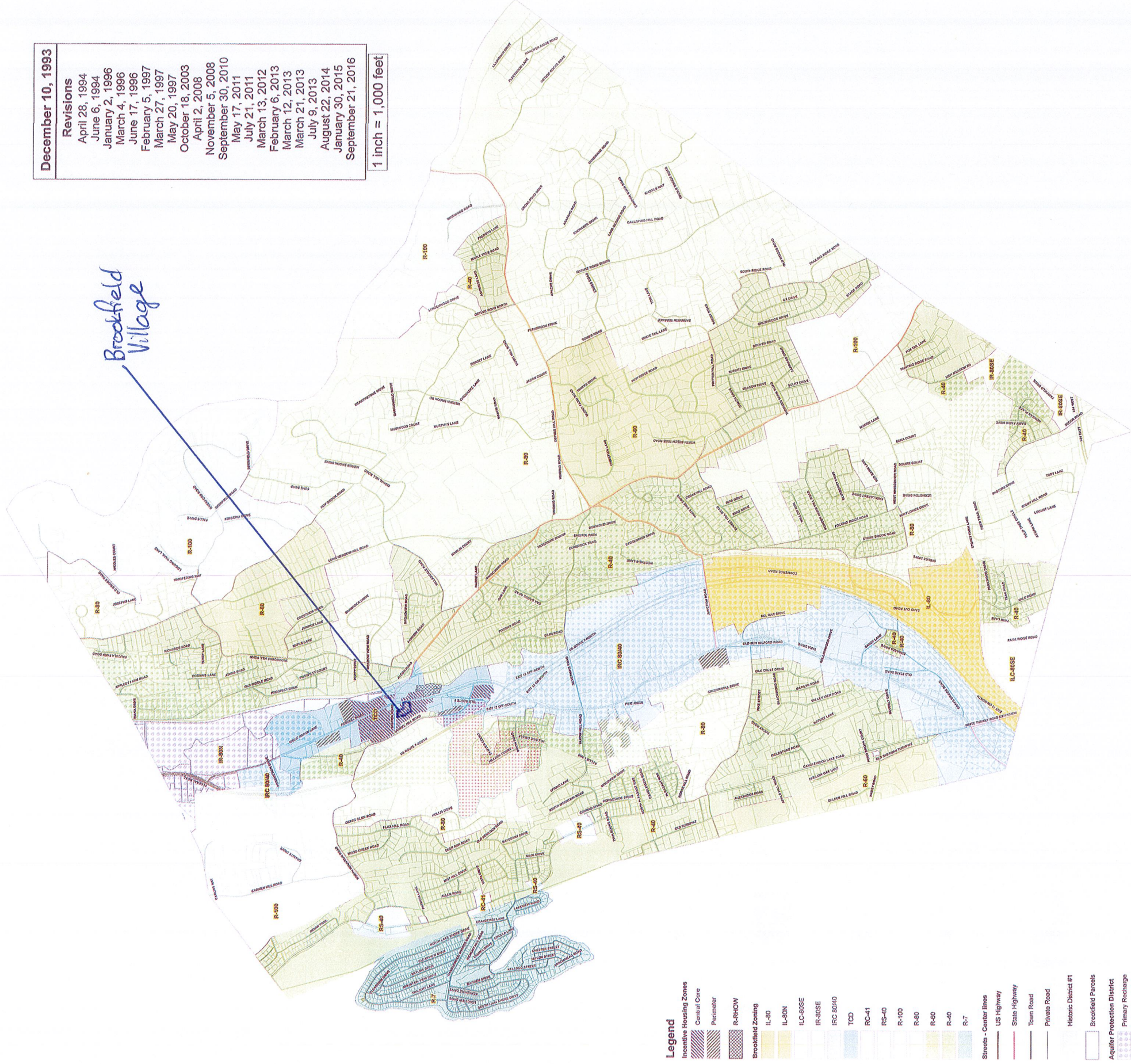
Zoning District Map Brookfield, Connecticut

December 10, 1993

Revisions

April 28, 1994
June 6, 1994
January 2, 1996
March 4, 1996
June 17, 1996
February 5, 1997
March 27, 1997
May 20, 1997
October 18, 2003
April 2, 2008
November 5, 2008
September 30, 2011
May 17, 2011
July 21, 2011
March 13, 2012
February 6, 2013
March 12, 2013
March 21, 2013
July 9, 2013
August 22, 2014
January 30, 2015
September 21, 2015

1 inch = 1,000 feet



Town of Brookfield, CT - GIS Map

MAP DISCLAIMER-NOTICE OF LIABILITY

This map is for planning purposes only. It is not for legal description or conveyances. All information is subject to verification by any user. The Town of Brookfield and its mapping contractors assume no legal responsibility for the information contained here.

mapping contractors assume no legal responsibility for the information contained herein.