

DOCUMENTATION OF ELIGIBILITY FOR CERTIFICATE OF AFFORDABLE HOUSING COMPLETION

Project Name and Address

175 Oakland Road

175 Oakland Road

South Windsor, CT 06074

Projects Owner's Name and Address

The Metro Realty Group, LTD

6 Executive Drive, Suite 100

Farmington, CT 06032

Person or Entity Responsible for Compliance

The Metro Realty Group, LTD

6 Executive Drive, Suite 100

Farmington, CT 06032

Description of Project: 16 Affordable Family Rental Units in seven buildings

The Planning and Zoning Commission approved a text amendment to establish the Section 4.22 Multifamily Assisted Housing in AA-30 Residential zone (MAHZ). The project was approved on January 10, 2017.

This project was submitted as a friendly CGS 8-30G and Financed through CHFA.

Included in this summary is:

Original approval letter

Affordability Plan for Oakland Road Residential Development

Declaration and Land Use Restricted Covenants

Rent Rolls – Redacted

Zoning regulation Section 7.22; approval letter approving text amendment and minutes
1213/16



Town of South Windsor

1540 SULLIVAN AVENUE • SOUTH WINDSOR, CT 06074

TELEPHONE (860) 644-2511

CERTIFIED MAIL 7011 1570 0000 6337 2348

January 12, 2017

Berry Patch III, LLC
C/o James Bernardino
Design Professionals, Inc.
21 Jeffrey Drive
South Windsor, CT 06074

Dear Mr. Bernardino:

Re: Appl. 16-57P, Metro Realty Group Special Exception and Site Plan Approval, 175 Oakland Road

We are pleased to advise you that the Planning & Zoning Commission voted on January 10, 2017 to approve with modifications the above referenced application for a Special Exception to Section 4.22 and Site Plan of Development.

This approval is for a 78 unit apartment development, on property located at 151 and 195 Oakland Road, AA-30 Residential zone as shown on plans prepared by Design Professionals, Inc., Project 3616, dated October 25, 2016 as revised. This approval is subject to the following modifications:

1. Prior to commencement of any site work, a meeting must be held with Town Staff.
2. No building permit will be issued until the final mylars have been filed in the Town Clerk's office.
3. This application is subject to the conditions of approval of the Inland Wetlands Agency/Conservation Commission, including bonds in the amount of \$25,000 to ensure proper placement and maintenance of erosion and sediment controls, and a bond shall be collected in the amount of \$20,000 for installation and maintenance of stormwater structures.
4. A landscape bond in the amount of \$20,000 is required and must be submitted prior to the issuance of a certificate of occupancy if work is not completed.
5. All bonds must be in one of the forms described in the enclosed Bond Policy.
6. An as-built plan is required prior to issuance of a Certificate of Occupancy per Section 9.1.3 of the Zoning Regulations.
7. All plans used in the field by the developer must bear the stamp and authorized signature of the Town of South Windsor.
8. This approval does not constitute approval of the sanitary sewer, which can only be granted by the Water Pollution Control Authority.
9. The building street number must be included on the final plan.
10. Pavement markings must be maintained in good condition throughout the site drives and parking areas.
11. All free standing signs and/or building signs require the issuance of a sign permit before they are erected.
12. If an Office of State Traffic Administration certificate is required, no building permits will be issued until the certificate has been issued (per CGS §14-311).

13. Engineering comments dated 1/10/17 must be incorporated into the final plans
14. The recreational elements and the walkway signage and lighting shall be incorporated into the final plans.
15. Prior to release of the landscaping bond, the Commission shall review the effectiveness of the Oakland Road screening. Additional screening may be required at that time.
16. The final Affordability Plan shall be submitted to this Commission.
17. The reserve parking spaces shall be shown on the plans and will be required in the event that a parking problem arises and there is not adequate parking for guests and visitors.
18. The final building numbering shall be added to the plans.
19. Applicant must address the maximum size of vehicle that can maneuver safely throughout the site and limit larger vehicles from utilizing the site.

Black and white transparent mylars of Sheets V1, W-EM, CSP-1, and C-GD1 with the above modifications, together with three blueprint copies of the entire set of plans as revised must be submitted to this Commission. The letters of approval of this Commission as well as the Inland Wetlands Agency/Conservation Commission and the Water Pollution Control Authority must be reproduced on the mylars.

After the mylars have been signed by the Commission, they will be returned to you for filing in the Office of the Town Clerk. After filing these plans, a copy of the receipt must be submitted to the Planning Department.

The attached Special Exception form must be completed and filed in the Town Clerk's office. The special exception will take effect upon filing.

Sincerely,

A handwritten signature in black ink, appearing to read "Gary Bazzano", followed by a circled number "4".

Gary Bazzano, Chairman
Planning and Zoning Commission

Enclosure

GB/llz

cc: Town Engineer
Fire Marshal
Sanitarian
Assessor
Board of Education
Metro Realty Group

The Special Exception will take effect upon filing of this form.

I, Gary Bazzano, Chairman of the South Windsor Planning & Zoning Commission, hereby certify that on January 10, 2017 the Planning and Zoning Commission granted to the Town of South Windsor a Special Exception to Section 4.22 of the Zoning Regulations and Site Plan of Development for a 78 unit apartment development on property located at 151 and 195 Oakland Road, AA-30 Residential zone as shown on plans prepared by Design Professionals, Inc., Project 3616, dated October 25, 2016 as revised.

This approval is subject to the following modifications:

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4. A landscape bond in the amount of \$20,000 is required and must be submitted prior to the issuance of a certificate of occupancy if work is not completed.
5. All bonds must be in one of the forms described in the enclosed Bond Policy.
6. An as-built plan is required prior to issuance of a Certificate of Occupancy per Section 9.1.3 of the Zoning Regulations.
7. All plans used in the field by the developer must bear the stamp and authorized signature of the Town of South Windsor.
8. This approval does not constitute approval of the sanitary sewer, which can only be granted by the Water Pollution Control Authority.
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14. The recreational elements and the walkway signage and lighting shall be incorporated into the final plans.
15. Prior to release of the landscaping bond, the Commission shall review the effectiveness of the Oakland Road screening. Additional screening may be required at that time.
16. The final Affordability Plan shall be submitted to this Commission
17. The reserve parking spaces shall be shown on the plans and will be required in the event that a parking problem arises and there is not adequate parking for guests and visitors.
18. The final building numbering shall be added to the plans.
19. Applicant must address the maximum size of vehicle that can maneuver safely throughout the site and limit larger vehicles from utilizing the site.

Property Description:

Beginning at an iron pipe on the southerly right-of-way line of Oakland Road, at the northeast corner of the property of now or formerly Gyasi Manu, and also being the northwest corner of the property hereon described. Thence proceeding S54°44'36"E a distance of 48.19 feet to a point;

Thence along the southerly right-of-way of Oakland Road S55°08'29"E a distance of 227.09 feet to a point;

Thence along the southerly right-of-way line of Oakland Road S44°07'27"E a distance of 65.15 feet to a point;

Thence along the westerly property line of land now or formerly Mildred S. Simler S35°10'25"W a distance of 242.98 feet to a point;

Thence along the southerly property line of land now or formerly Mildred S. Simler S54°49'35"E a distance of 206.50 feet to a point;

Thence along the easterly property line of land now or formerly Mildred S. Simler N35°10'25"E a distance of 203.95 feet to a point on the southerly right-of-way line of Oakland Road;

Thence along the southerly right-of-way line of Oakland Road S44°07'27"E a distance of 481.04 feet to a brownstone monument;

Thence along the southerly right-of-way line of Oakland Road S44°07'27"E a distance of 226.14 feet to a concrete monument with a disc at the northwesterly property corner of land now or formerly Berry Patch Associates Limited Partnership;

Thence along the westerly property line of land now or formerly Berry Patch Associates Limited Partnership S37°11'10"W a distance of 147.46 feet to a point;

Thence along the northerly property line of land now or formerly Berry Patch Associates Limited Partnership N45°52'04"W a distance of 119.61 feet to a concrete monument;

Thence along the northerly property line of land now or formerly Berry Patch Associates Limited Partnership S39°33'35"W a distance of 179.98 feet to a granite monument;

Thence along the northerly property line of land now or formerly Berry Patch Associates Limited Partnership N61°32'36"W a distance of 293.73 feet to an iron pipe;

Thence along the northerly property line of land now or formerly Berry Patch Associates Limited Partnership N52°09'55"W a distance of 108.86 feet to a point;

Thence along the northerly property line of land now or formerly Berry Patch Associates Limited Partnership N76°59'17"W a distance of 70.51 feet to a point;

Thence along the northerly property line of land now or formerly Berry Patch Associates Limited Partnership N89°14'34"W a distance of 216.28 feet to a granite monument;

Thence along the easterly property line of land now or formerly Berry Patch II Associates Limited N03°37'51"W a distance of 484.91 feet to an iron rod at the southeasterly property corner of land now or formerly Gyasi Manu;

Thence along the easterly property line of land now or formerly Gyasi Manu N06°56'34"E a distance of 328.84 feet to the point and place of beginning.

Said Property Contains 427,025 square feet or 9.803 acres and is shown on plan entitled: "Property & Topographic Plan Metro Realty 151 & 195 Oakland Road South Windsor, Connecticut, Scale: 1"=50', Date: 10-07-16, sheet V-1. Prepared by Design Professionals, Inc."

OWNER OF RECORD: The Estate of Mildred Simler / Berlin Remnant Land Parcels, LLC

Dated at South Windsor, Connecticut this 12th day of January 2017.

In accordance with CGS Section 8-3d



Chairman Gary Bazzano, Planning & Zoning Commission

Received for record this _____ day of _____, 200____, at

South Windsor, Connecticut

ATTEST:

THE METRO REALTY GROUP, LTD.

**OAKLAND ROAD RESIDENTIAL DEVELOPMENT
175 OAKLAND ROAD
SOUTH WINDSOR, CONNECTICUT**

Affordability Plan
for Multifamily Assisted Housing Zone

October 2016

DEFINITIONS:

"Community" – means the Oakland Road Residential Development, a unit multi-family home development approved as a Multifamily Assisted Housing Zone ("MAHZ") by the South Windsor Planning and Zoning Commission ("Commission") as more fully described in **Schedule A**. The site plan is on file with that Commission. All homes within the Community shall be constructed in compliance with the minimum specifications set forth in **Schedule B**.

"Developer" – means The Metro Realty Group, Ltd. or its successors and assigns.

I. Designation as "Assisted Housing."

The Oakland Road Residential Development will qualify as "assisted housing" within the meaning of § 8-30g(a)(3) of the Connecticut General Statutes through receipt of (a) mortgage financing from the Connecticut Housing Finance Authority ("CHFA") or the Department of Housing and/or (b) an allocation of low income housing tax credits from CHFA, in each instance for the purpose of financing development in which a portion is low and moderate income housing.

II. Affordability Period.

The MAHZ Units shall be designated as affordable for no less than the period stated in **Schedule E**, Declaration and Agreement of Land Use Restrictive Covenants. The affordability period shall be calculated separately for each MAHZ Unit, and the period shall begin on the date of initial rental of such MAHZ Unit to an eligible tenant household.

III. Entity Responsible for Administration and Compliance.

This Affordability Plan will be administered by The Metro Realty Group, Ltd., or its designees, successors and assigns, and in such role is hereafter referred to as "Administrator." The point of contact for the Administrator shall be Dawn Mendez, who can be reached at (860) 674-5636. The Administrator shall submit a status report to the Town on compliance with this Affordability Plan annually on or about January 31 to show the prior year's activity.

IV. Notices of Availability for Rental of MAHZ Units.

The Developer shall provide notice of the availability of each MAHZ Unit for rental. Such notices shall be provided in accordance with the Affirmative Fair Housing Marketing Plan as outlined in Section VI. The Administrator shall also provide such notice to the Commission. Such notice shall include a description of the available MAHZ Unit(s), the eligibility criteria for potential tenants, the maximum rental price, and the availability of application forms and additional information. All such notices shall comply with the federal Fair Housing Act, 42 U.S.C. §§ 3601 *et seq.* and the Connecticut Fair Housing Act, §§ 46a-64b, 64c of the Connecticut General Statutes (together, the "Fair Housing Acts").

V. Household Income Limitation.

As further defined in the Declaration and Agreement of Land Use Restrictive Covenants, **Schedule E** attached, for the duration of the time period set forth in Section II above, twenty percent (20%) of the units at the Oakland Road Residential Development shall be rented only to households meeting the "Income Limitation" which shall mean earning "sixty percent (60%) or less of the Median Income" or "eighty percent (80%) or less of Median Income" as prescribed by § 8-30g of the Connecticut General Statutes, with income calculated using 24 C.F.R. § 5.609 (2016) as a guideline.

VI. Affirmative Fair Housing Marketing Plan.

The rental of MAHZ Units in the Community shall be publicized, using State regulations for affirmative fair housing marketing programs as guidelines. The Developer 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 such identified municipalities. The Administrator shall also provide such notices to the South Windsor Planning and Zoning Commission and the local housing authority. Such notices shall include a description of the available MAHZ Unit(s), the eligibility criteria for potential tenants, the maximum rental price, and the availability of application forms and additional information.

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

VII. Application Process.

A family or household seeking to rent one of the MAHZ Units ("Applicant") must complete an application to determine eligibility. The application form and process shall comply with the Fair Housing Act.

A. Application Form.

The application form shall be provided by the Administrator and shall include an income pre-certification eligibility form and 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 rental. 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.

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.
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. The term "family" shall be as defined by the Zoning Regulations of the Town of South Windsor.
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 certified 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 re-rental.

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 issue a pre-certification letter. The letter shall indicate to the Applicant and the Developer that the Applicant is income eligible, subject to the verification of the information provided in the Application. The letter will notify the Applicant that he/she will have thirty (30) days to submit all required documentation.

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.

VIII. Prioritization of Applicants for Initial Rental.

If, after publication of the Notice of Initial Rental as described in Section VI hereof, the number of qualified Applicants exceeds the number of MAHZ Units, then the Administrator shall establish a priority list of applicants based on a "first come, first served" basis, subject to the applicant's income pre-certification eligibility. The MAHZ Units will then be offered according to the applicant's numerical listing with priority given to persons on the South Windsor Housing Authority waiting list.

IX. Maximum Rental Price.

As further defined in the Declaration and Agreement of Land Use Restrictive Covenants, **Schedule E** attached, for the duration of the time period set forth in Section II above, twenty percent (20%) of the units at the Oakland Road Residential Development shall be rented at not greater than the Maximum Rental Price, calculated in compliance with Connecticut State Agencies Regulations sections 8-30g-1 et seq., and CHFA requirements.

X. Principal Residence.

MAHZ Units shall be occupied only as a tenant's principal residence. Subleasing of MAHZ Units shall be prohibited.

XI. Requirement to Maintain Condition.

All tenants are required to maintain their units. The tenant shall not destroy, damage or impair the unit, allow the unit to deteriorate, or commit waste on the unit. When an MAHZ Unit is offered for re-rental, the Administrator may cause the unit to be inspected.

XII. Conflict Between Affordability Plan and Declaration.

In the event of a conflict between this Affordability Plan and **Schedule E**, the Declaration and Agreement of Land Use Restrictive Covenants, **Schedule E** shall govern.

XIII. Enforcement.

A violation of this Affordability Plan shall not result in a forfeiture of title, but the South Windsor Planning and Zoning Commission or its designated agent shall otherwise retain all enforcement powers granted by the Connecticut 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 MAHZ Units with the affordable housing regulations.

XIV. Binding Effect.

This Affordability Plan shall be binding on the successors and assigns of the Developer.

SCHEDULE A PROPERTY DESCRIPTION

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SCHEDULE B

MINIMUM SPECIFICATIONS FOR MAHZ UNITS

Foundation

- Footings – poured concrete w/footing drain
- Frost Walls – poured concrete w/waterproofing and foundation coating
- Floors – poured concrete

Exterior

- Framing and Sheathing – as per building code
- Exterior Wall – 2" x 6"
- Interior Wall – 2" x 4"
- Fiberglass Roof Shingle (25 years)
- Foundation plantings (as specified)
- No-maintenance vinyl siding
- Aluminum gutters and down spouts
- Exterior weather-proof electrical outlet(s)
- Energy efficient vinyl windows
- Asphalt driveways and walks or equivalent (as specified)
- Insulation as per building code; Exterior walls R18; Ceiling R38

Interior

- Wall to wall carpeting or vinyl plank
- Energy efficient heating system
- Tankless hot water heater
- Direct wire smoke and CO₂ detectors
- Easy care vinyl clad wire closet shelving
- Pre-wired telephone and cable TV outlets
- Laundry area with washer / dryer
- Ground fault circuits in kitchen, bathrooms and garage
- Colonial six-panel doors (or comparable)

Kitchens

- Vinyl plank
- Laminate or traditional wood cabinets
- GE self-cleaning oven
- Sound insulated, multi-cycle dishwasher
- Laminate countertops
- Stainless steel sink with single lever faucet

Bathrooms

- Full width vanity mirrors
- Single piece acrylic tubs and shower surrounds
- Laminate vanity tops
- No-wax vinyl flooring or equivalent

SCHEDULE C

DEFINITIONS AND ELEMENTS OF ANNUAL FAMILY INCOME

1. Annual income shall be calculated with reference to 24 C.F.R. § 5.609, and 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. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

c. Interest, dividends, and other net income of any kind from real or personal property, before any capital expenditures but including any allowance for depreciation expense. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.

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; including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount, except as permitted in 2q, below.

e. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay, except as permitted in 2c, below.

f. Welfare assistance payments.

(1) Welfare assistance payments made under the Temporary Assistance for Needy Families ("TANF") program are included in annual income only to the extent such payments:

(a) Qualify as assistance under the TANF program definition at 45 C.F.R. § 260.31; and

(b) Are not otherwise excluded under Section 2, below.

(2) 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:

(a) The amount of the allowance or grant exclusive of the amounts designated for shelter or utilities, plus

(b) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.

g. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or 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, except combat pay as in 2g, below.

i. For section 8 programs only and as provided in 24 C.F.R. § 5.612, any financial assistance, in excess of amounts received for tuition and any other required fees and charges, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. §§ 1001 *et seq.*), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. § 1002)), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For purposes of this paragraph, "financial assistance" does not include loan proceeds for the purpose of determining income.

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

a. Income from employment of children under the age of 18 (including foster children).

b. Payments received for the care of foster children or foster adults.

c. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses, except as proved in 1e, above.

d. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.

e. Income of a live-in aide, as defined in 24 C.F.R. § 5.403.

- f. Subject to 1i, above, the full amount of student financial assistance paid directly to the student or to the educational institution.
- g. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
- h. Amounts received under training programs funded by HUD.
- i. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency ("PASS").
- j. Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program.
- k. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time.
- l. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program.
- m. Temporary, nonrecurring or sporadic income (including gifts that are not regular or periodic).
- n. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
- o. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse).
- p. Adoption assistance payments in excess of \$480 per adopted child.
- q. Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.

r. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit.

s. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.

t. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 C.F.R. § 5.609(c) apply. *See* Exhibit 5-1 at pp. 4-5 to HUD Handbook 4350.3: Occupancy Requirements of Subsidized Multifamily Housing Programs, revised as of November 2013, for a listing of income sources that apply for the exclusion.

3. Net family assets for purposes of imputing annual income include the following:¹

a. Cash held in savings and checking accounts, safety deposit boxes, homes, etc.

b. The current market value of a trust for which any household member has an interest.

c. The current market value of any rental property or other capital investments, less (i) any unpaid balance on any loans secured by the property and (ii) reasonable costs that would be incurred in selling the asset (*e.g.*, penalties, broker fees, etc.).

d. The current market value of all stocks, bonds, treasury bills, certificates of deposit, mutual funds, and money market accounts.

e. The current value of any individual retirement, 401K or Keogh account.

f. The cash value of a retirement or pension fund which the family member can withdraw without terminating employment or retiring.

g. Periodic or lump-sum receipts from pension and retirement funds at retirement, termination of employment or withdrawal.

h. The cash value of life insurance policies available to the individual before death.

¹ What is included and excluded from Net Family Assets is derived with reference to Exhibit 5-2 to HUD Handbook 4350.3: Occupancy Requirements of Subsidized Multifamily Housing Programs, revised as of November 2013.

i. Any lump-sum receipts not otherwise included in income (*e.g.*, inheritances, capital gains, one-time lottery winnings, victim's restitution and settlement on insurance claims).

j. The current market value of any personal property held for investment (*e.g.*, gems, jewelry, coin collections).

k. Interest payments on a mortgage or deed of trust held by an Applicant.

4. Net family assets do not include the following:

a. Necessary personal property (*e.g.* clothing, furniture, cars, jewelry not held for personal investment etc.).

b. Interest in Indian Trust Land.

c. Equity in a cooperative unit in which the family lives.

d. Term life insurance policies.

e. Assets which are part of an active business, not including rental properties.

f. Assets that are not effectively owned by the Applicant because, although held in the Applicant's name, the assets and any income accrue to the benefit of someone else who is not a member of the family and the other person is responsible for income taxes incurred.

g. Assets that are not accessible to the Applicant and provide no income to the Applicant.

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. 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:

(1) Schedule C (Small Business).

(2) Schedule E (Rental Property Income).

(3) 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.

7. 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.

8. 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 checks 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.

9. 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 an 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.

10. 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:
 - (1) A list of all assets disposed of for less than FMV;
 - (2) The date Applicant disposed of the assets;
 - (3) The amount the Applicant received; and
 - (4) The market value to the asset(s) at the time of disposition.

11. 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.

12. 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.

13. 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

After recording, please return to:
State of Connecticut
Department of Housing
505 Hudson Street
Hartford, CT 06106
Attn: Karen Santana

DECLARATION OF LAND USE RESTRICTIVE COVENANT

THIS DECLARATION OF LAND USE RESTRICTIVE COVENANT, (this "**Restrictive Covenant**") is made as of this 31st day of January, 2018 by **BERRY PATCH III, LLC**, a limited liability company organized and existing under the laws of the State of Connecticut and having a mailing address of 6 Executive Drive, Suite 100, Farmington, Connecticut 06032 (the "**Owner**") and is given as a condition precedent to the disbursement to Owner of certain financial assistance in the form of a loan (the "**Loan**") pursuant to the provisions of the Flex: Affordable Housing Program as set forth in § 8-37pp of the Connecticut General Statutes ("**CGS**"), as amended and in effect from time to time (the "**Act**"), as amended, in favor of the **STATE OF CONNECTICUT** (the "**State**"), acting herein by and through its Department of Housing ("**DOH**"), acting by its Commissioner of Housing (the "**Commissioner**").

WITNESSETH:

WHEREAS, the Owner is the owner of a certain parcel (or parcels) of real property commonly known as the Village at Berry Patch, South Windsor, Connecticut and being more particularly described in Schedule A hereto (the "**Land**"); and

WHEREAS, the Owner is the developer of an affordable housing project located on the Land known as "Village at Berry Patch Project" and identified by the State as **Project No. 1713201** (the "**Development**") and together with the Land, the "**Premises**"; and

WHEREAS, the Owner has requested financial assistance from the State for the acquisition and/or rehabilitation or construction of the Development, including, without limitation, sixteen (16) units of affordable housing (each an "**Affordable Unit**" and collectively, the "**Affordable Units**"), and the State has agreed to provide such financial assistance in accordance with the provisions of the Act and that certain agreement for financial assistance of even date herewith between the State and the Owner (the "**Assistance Agreement**"); and

WHEREAS, as a condition to its receipt of financial assistance from the State, the Owner has covenanted to maintain certain restrictions with respect to the rent to be charged for the Affordable Units and the income eligibility requirements of tenants residing in the Affordable Units, in each case for the period of time as specified in the Assistance Agreement; and

WHEREAS, the State requires as a condition precedent to the disbursement of the Loan proceeds that the Owner (a) execute, deliver and record this Restrictive Covenant on the official land records of the municipality in which the Land is located (the "**Municipality**") in order to create certain covenants running with the Land for the purpose of enforcing the requirements set forth herein and in the Assistance Agreement regulating and restricting the use, occupancy, operation and transfer of the Development, and providing that such covenants shall be binding upon all subsequent owners of the Development for such term, and are not merely personal covenants of the Owner and (b) consent to be

regulated by the State as provided herein and by any applicable statutes and rules, regulations, policies and procedures of the State.

NOW THEREFORE, in consideration of the disbursement of the Loan proceeds by the State, the Owner agrees as follows:

Section 1 - Definitions

All capitalized terms used herein but not otherwise defined herein shall have the meaning set forth in the Assistance Agreement, a copy of which is on file at Owner's office. In the event of any conflict between the provisions set forth herein and the provisions of the Assistance Agreement, the provisions of the Assistance Agreement shall control.

Section 2 - Recording Filing, Covenants To Run With the Land

(a) Promptly upon the execution of this Restrictive Covenant by the Owner, the Owner shall cause this Restrictive Covenant to be filed on the land records of the Municipality, and shall pay all fees and charges incurred in connection therewith. Upon recording, the Owner shall immediately transmit to the State a receipt of the same and shall cause the recorded Restrictive Covenant to be returned by the Municipality to the State. Promptly following the full execution of any amendment to this Restrictive Covenant, in each case subject to the terms herein, the Owner shall cause such amendments to be filed on the land records of the Municipality, shall pay all fees and charges incurred in connection therewith, and upon recording, the Owner shall immediately transmit to the State a receipt of the same and shall cause the recorded amendment to be returned by the Municipality to the State.

(b) The Owner intends, declares, and covenants, on behalf of itself and all future owners and operators of the Land and the Development during the term of this Restrictive Covenant, that this Restrictive Covenant and the covenants and restrictions set forth in this Restrictive Covenant: (1) shall be and are covenants running with the land, encumbering the Land and the Development for the term of this Restrictive Covenant, binding upon Owner and its respective successors in title and all subsequent owners and operators of the Land and the Development; (2) are not merely personal covenants of the Owner; and (3) shall bind the Owner and its respective successors and assigns during the term of this Restrictive Covenant (and the benefits shall inure to the State).

(c) The Owner hereby agrees that any and all requirements of the laws of the State of Connecticut to be satisfied in order for the provisions of this Restrictive Covenant to constitute deed restrictions and covenants running with the Land shall be deemed to be satisfied in full, and that any requirements or privileges of estate are intended to be satisfied, or in the alternate, that an equitable servitude has been created to insure that these restrictions run with the Land.

(d) For the term of this Restrictive Covenant, each and every contract, deed or other instrument hereafter executed conveying the Land and/or the Development or any portion(s) thereof shall expressly provide that such conveyance is subject to this Restrictive Covenant, provided, however, the covenants contained herein shall survive and be effective regardless of whether such contract, deed, or other instrument hereafter executed conveying the Land and/or the Development or any portion(s) thereof provides that such conveyance is subject to this Restrictive Covenant.

(e) The Owner covenants to obtain the consent of any prior recorded lien holder on the Land and/or Development, as applicable, to this Restrictive Covenant and to furnish a copy of such consent to the State. Such consent(s) shall be furnished to the State on or before the date of this Restrictive Covenant.

Section 3 - Representations, Covenants and Warranties of the Owner

The Owner hereby represents, covenants, and warrants as follows:

(a) The Owner: (1) is a limited liability company duly organized under the laws of the State of Connecticut and is qualified to transact business under the laws of the State of Connecticut, (2) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (3) has the full legal right, power and authority to execute and deliver this Restrictive Covenant.

(b) The execution and performance of this Restrictive Covenant by the Owner (1) will not violate or, as applicable, has not violated, any provision of law, rule or regulation, or any order of any court or other agency or governmental body, (2) will not violate or, as applicable, has not violated, any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Owner is a party or by which it or the Development is bound, and (3) will not result in the creation or imposition of any prohibited encumbrance of any nature.

(c) The Owner will, at the time of execution and delivery of this Restrictive Covenant, have good and marketable fee simple title in and to the Land and the Development, free and clear of any lien or encumbrance (except for encumbrances created pursuant to this Restrictive Covenant, or other encumbrances permitted pursuant to the terms of this Restrictive Covenant and/or the Assistance Agreement).

(d) There is no action, suit, proceeding at law or in equity, or by or before any governmental body or instrumentality now pending, or, to the best of the knowledge of the Owner, threatened against or affecting it, the Land, the Development or any of the Owner's other properties or rights, which if adversely determined, would materially impair the Owner's right to carry on its business substantially as now conducted (and as now contemplated by this Restrictive Covenant) or would materially adversely affect its financial condition.

(e) All Affordable Units situated within the Development shall remain habitable, safe and sanitary according to all applicable building, fire, and health codes.

(f) Except as may otherwise be allowed herein and/or pursuant to the Assistance Agreement, the Owner shall not convey, transfer, sell or encumber all or any portion of the Premises, or permit the same, without the prior written consent of the State.

(g) Subject to the requirements of the Act, this Restrictive Covenant, the Assistance Agreement and the prior written approval of the State, the Owner may convey, transfer, or sell the entire Premises, provided the Owner shall have notified in writing the transferee, buyer or other successor in interest acquiring the Premises in advance that such acquisition is subject to the requirements of this Restrictive Covenant and to the requirements of the Act and all applicable regulations. This provision shall not act to modify any other restriction on the conveyance, transfer, or sale of the Premises. The Owner agrees that the State may void any conveyance, transfer, or sale of the Premises if the Owner fails to provide such notice to the transferee, buyer or other successor in interest or if the transferee, buyer or other successor in interest fails to assume in writing the requirements of this Restrictive Covenant and the requirements of the Act.

(h) The Owner shall not demolish, or cause or suffer the demolition of, any portion of the Development, substantially subtract from any real or personal property at, on, or constituting a portion of the Premises, or permit the use of any residential unit situated within the Development for any

purpose other than for residential purposes during the term of this Restrictive Covenant unless required by law or unless the State has given its prior written consent.

(i) If the Development, or any part thereof, shall be damaged, destroyed, condemned, or acquired for public use, the Owner will use its best efforts, subject to the rights of any mortgagee with rights senior to the State, to repair and restore the Development to substantially the same condition as existed prior to the event causing such damage or destruction, and in the case of a partial condemnation, to restore the Development to substantially the same condition as existed prior to such condemnation, to the extent feasible, and thereafter to operate the Development in accordance with the terms of this Restrictive Covenant.

(j) The Owner has not and will not execute any other restrictive covenant or other instrument with provisions contradictory to, or in opposition to, the provisions hereof, and in any event, the requirements of this Restrictive Covenant are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith.

(k) The Owner covenants that it will not knowingly take or permit any action that would result in a violation of the requirements of the Act and applicable regulations or any provision of this Restrictive Covenant. Moreover, the Owner covenants to take any lawful action (including amendment of this Restrictive Covenant as may be necessary, in the opinion of the State) to comply fully with all applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed and published by the State from time to time pertaining to the Owner's obligations under the Act or applicable regulations and affecting the Premises.

Section 4 - Income, Rent, Occupancy and Use Restrictions

(a) The Owner covenants and agrees that following the construction of the Development, notwithstanding any prepayment or other discharge of the Loan, at all times during the Affordability Period:

The Affordable Units shall comprise the following: (i) eight (8) one-bedroom Units and (ii) eight (8) 2-bedroom Units, and shall be subject to the following affordability restrictions:

- (i) eight (8) one-bedroom Affordable Units shall be restricted to families and persons whose income does not exceed sixty percent (60 %) of the AMI, and have an initial rental limit of \$1,102 per month; and
- (ii) eight (8) two-bedroom Affordable Units shall be restricted to families and persons whose income does not exceed sixty percent (60 %) of the AMI, and have an initial rental limit of \$1,321 per month.

The threshold rents set forth above shall be calculated by adding base rent plus a utility allowance for any utilities paid for by the tenant of the applicable Affordable Unit. Any utility allowances for tenant paid utilities must be subtracted from these maximum rents. When DOH amends its rent limits, DOH shall make such information available to the Owner. The Owner shall not adjust rents except in accordance with the rental limits established by DOH under the Program or under the LIHTC Program, as applicable. The Owner shall provide each tenant a minimum of thirty (30) days prior written notice before implementing a rent increase.

(b) Intentionally omitted.

Section 5 - Term of Restrictive Covenant

(a) This Restrictive Covenant, and the term of affordability specified herein (the "**Affordability Period**"), shall be effective immediately upon recordation of this Restrictive Covenant. With respect to any covenants concerning any Affordable Units to be constructed following the recordation of this Restrictive Covenant, the Owner shall comply with all such covenants immediately upon the completion of the construction of such Affordable Units but in no event later than the Project Completion Date. This Restrictive Covenant shall terminate on the date that is fifteen (15) years after the Project Completion Date.

(b) Pursuant to the Act, as amended, this Restrictive Covenant shall remain in effect until the expiration of the Affordability Period described in section 5(a) above, without regard to the term of any mortgage (regardless of the seniority of such mortgage relative to the mortgage securing the Owner's obligation to repay the Loan) or other underlying security and without regard to any transfer of ownership of the Premises or any portion thereof or any interest therein.

Section 6 - Enforcement of Restrictions

(a) The Owner shall permit, during normal business hours and upon reasonable notice, any duly authorized representative of the State, to inspect any books and records of the Owner regarding the Premises, including, without limitation, with respect to the incomes of any tenant of any Affordable Unit situated within the Development or any other information the State shall deem reasonably necessary to substantiate the Owner's continuing compliance with the covenants, restrictions, and other requirements set forth in this Restrictive Covenant.

(b) The Owner shall submit any other information, documents, or certifications requested by the State which the State shall deem reasonably necessary to substantiate the Owner's continuing compliance with the covenants, restrictions, and other requirements set forth in in this Restrictive Covenant.

(c) The Owner hereby agrees that the representations, warranties, and covenants set forth herein may be relied upon by the State. The Owner further agrees, upon request therefor from the State, to submit annual certifications and other reports to the State confirming that the Development is in compliance with the Act, all applicable regulations and the covenants and restrictions set forth in this Restrictive Covenant.

(d) The Owner acknowledges that the primary purpose for requiring compliance by the Owner with the covenants, restrictions and other requirements set forth in this Restrictive Covenant is to assure compliance of the Development and the Owner with the Act, all applicable regulations, and the terms of the Assistance Agreement, and by reason thereof, the Owner in consideration for receiving the Loan proceeds for the Development, hereby agrees and consents that the State shall be entitled, for any breach of the provisions hereof, and in addition to all other remedies provided by law or in equity, to enforce specific performance by the Owner of its obligations under this Restrictive Covenant in a court of competent jurisdiction. The Owner hereby further specifically acknowledges that the beneficiaries of the Owner's obligations hereunder cannot be adequately compensated by monetary damages in the event of any default hereunder.

(e) The Owner agrees to take any and all actions reasonably required by the State to substantiate the Owner's compliance with the occupancy restrictions of the Act as now constituted or subsequently amended and all applicable regulations.

(f) In the event the Owner fails to satisfy the requirements of this Restrictive Covenant or the Assistance Agreement and legal costs are incurred by the State, such legal costs, including attorney fees and court costs (including costs of appeal), are the responsibility of, and may be recovered from the Owner.

Section 7 - Recordkeeping

(a) At all times during the Affordability Period, the Owner shall maintain and make available to the State any and all records, documents, and policies necessary which demonstrate compliance with this Restrictive Covenant, the Act and all applicable regulations.

(b) At all times during the Affordability Period, the Owner shall maintain all records as required by this Restrictive Covenant, the Act and all applicable regulations and shall take any and all actions reasonably required by the State to substantiate the Owner's compliance therewith. This Restrictive Covenant may be enforced by the State or its designee in the event the Owner fails to satisfy any of the requirements herein.

Section 8 - Miscellaneous

(a) **Severability.** The invalidity of any clause, part, or provision of this Restrictive Covenant shall not affect the validity of the remaining portions thereof.

(b) **Notices.** All notices to be given pursuant to this Restrictive Covenant shall be in writing and shall be deemed given when mailed by certified or registered mail, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing. The State and the Owner, may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

If to State:

Department of Housing
505 Hudson Street
Hartford, Connecticut 06106-7106
Attn: Commissioner of Housing

With a copy to:

Assistant Attorney General - Housing
55 Elm Street
Hartford, Connecticut 06106

If to Owner:

Berry Patch III, LLC
6 Executive Drive, Suite 100
Farmington, Connecticut 06032

With a copy to:

Barry S. Feigenbaum
Rogin Nassau LLC
CityPlace I - 22nd Floor
185 Asylum Street
Hartford, CT 06103-3460

or to such other address or person as shall be designated from time to time by notice.

(c) **Amendment.** The Owner agrees that, at the State's request, it will take all actions necessary to effect amendment of this Restrictive Covenant as may be necessary to comply with the Act and any and all applicable rules, regulations, policies, procedures, rulings, or other official statements pertaining to the Act. The State, together with the Owner, may execute and record any amendment or modification to this Restrictive Covenant provided such amendment or modification is in writing and executed by both the Owner and the State, or their respective successors or assigns. Any such amendment or modification shall be binding on any third-parties granted rights under this Restrictive Covenant.

(d) **Governing Law.** This Restrictive Covenant shall be governed by the laws of the State of Connecticut.

No Further Text on This Page – Signature Page Follows

IN WITNESS WHEREOF, the Owner hereto has set its hand and seal the day and year first written above.


Signed, Sealed and Delivered
in the presence of:

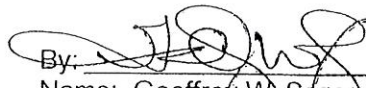
WITNESSES:

BERRY PATCH III, LLC,
a Connecticut limited liability company

By: Farm Glen Management, L.L.C.
a Connecticut limited liability company
Its: Manager


Name: Sandra Picicelli

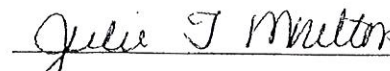

Name: Dora Chizinski

By: 
Name: Geoffrey W. Sager
Title: Co-Manager

STATE OF CONNECTICUT)
COUNTY OF Hartford) ss. Farmington

On this 31 day of January, 2018 before me, the undersigned officer, personally appeared Geoffrey W. Sager, the duly authorized Co-Manager of Farm Glen Management, L.L.C., the Manager of Berry Patch III, LLC, a Connecticut limited liability company, and that he as such Co-Manager of the Manager of said Mortgagor and being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as such Co-Manager of the Manager of said limited liability company.

In Witness Whereof, I hereunto set my hand.


Commissioner of the Superior Court
Notary Public
My Commission Expires: 3/31/22

Schedule A

Legal Description of Development

Beginning at an iron pipe on the southerly right-of-way line of Oakland Road, at the northeast corner of the property of now or formerly Gyasi Manu, and also being the northwest corner of the property hereon described. Thence proceeding S54°44'36"E a distance of 48.19 feet to a point;

Thence along the southerly right-of-way of Oakland Road S55°08'29"E a distance of 227.09 feet to a point;

Thence along the southerly right-of-way line of Oakland Road S44°07'27"E a distance of 65.15 feet to a point;

Thence along the westerly property line of land now or formerly Mildred S. Simler S35°10'25"W a distance of 242.98 feet to a point;

Thence along the southerly property line of land now or formerly Mildred S. Simler S54°49'35"E a distance of 206.50 feet to a point;

Thence along the easterly property line of land now or formerly Mildred S. Simler N35°10'25"E a distance of 203.95 feet to a point on the southerly right-of-way line of Oakland Road;

Thence along the southerly right-of-way line of Oakland Road S44°07'27"E a distance of 481.04 feet to a brownstone monument;

Thence along the southerly right-of-way line of Oakland Road S44°07'27"E a distance of 226.14 feet to a concrete monument with a disc at the northwesterly property corner of land now or formerly Berry Patch Associates Limited Partnership;

Thence along the westerly property line of land now or formerly Berry Patch Associates Limited Partnership S37°11'10"W a distance of 147.46 feet to a point;

Thence along the northerly property line of land now or formerly Berry Patch Associates Limited Partnership N45°52'04"W a distance of 119.61 feet to a concrete monument;

Thence along the northerly property line of land now or formerly Berry Patch Associates Limited Partnership S39°33'35"W a distance of 179.98 feet to a granite monument;

Thence along the northerly property line of land now or formerly Berry Patch Associates Limited Partnership N61°32'36"W a distance of 293.73 feet to an iron pipe;

Thence along the northerly property line of land now or formerly Berry Patch Associates Limited Partnership N52°09'55"W a distance of 108.86 feet to a point;

Thence along the northerly property line of land now or formerly Berry Patch Associates Limited Partnership N76°59'17"W a distance of 70.51 feet to a point;

Thence along the northerly property line of land now or formerly Berry Patch Associates Limited Partnership N89°14'34"W a distance of 216.28 feet to a granite monument;

Thence along the easterly property line of land now or formerly Berry Patch II Associates Limited N03°37'51"W a distance of 484.91 feet to an iron rod at the southeasterly property corner of land now or formerly Gyasi Manu;

Thence along the easterly property line of land now or formerly Gyasi Manu N06°56'34"E a distance of 328.84 feet to the point and place of beginning.

Said Property is shown on plan entitled: "Property & Topographic Plan Metro Realty 143, 151, & 195 Oakland Road South Windsor, Connecticut, Scale: 1"=50', Date: 8-25-17, sheet V-1. Prepared by Design Professionals, Inc." and designated Project No. 3616.

After recording, please return to:
State of Connecticut
Department of Housing
505 Hudson Street
Hartford, CT 06106
Attn: Karen Santana

DECLARATION OF LAND USE RESTRICTIVE COVENANT

THIS DECLARATION OF LAND USE RESTRICTIVE COVENANT, (this "Restrictive Covenant") is made as of this 31st day of January, 2018 by **BERRY PATCH III, LLC**, a limited liability company organized and existing under the laws of the State of Connecticut and having a mailing address of 6 Executive Drive, Suite 100, Farmington, Connecticut 06032 (the "Owner") and is given as a condition precedent to the disbursement to Owner of certain financial assistance in the form of a loan (the "Loan") pursuant to the provisions of the Flex: Affordable Housing Program as set forth in § 8-37pp of the Connecticut General Statutes ("CGS"), as amended and in effect from time to time (the "Act"), as amended, in favor of the **STATE OF CONNECTICUT** (the "State"), acting herein by and through its Department of Housing ("DOH"), acting by its Commissioner of Housing (the "Commissioner").

WITNESSETH:

WHEREAS, the Owner is the owner of a certain parcel (or parcels) of real property commonly known as the Village at Berry Patch, South Windsor, Connecticut and being more particularly described in Schedule A hereto (the "Land"); and

WHEREAS, the Owner is the developer of an affordable housing project located on the Land known as "Village at Berry Patch Project" and identified by the State as **Project No. 1713201** (the "Development" and together with the Land, the "Premises"); and

WHEREAS, the Owner has requested financial assistance from the State for the acquisition and/or rehabilitation or construction of the Development, including, without limitation, sixteen (16) units of affordable housing (each an "Affordable Unit" and collectively, the "Affordable Units"), and the State has agreed to provide such financial assistance in accordance with the provisions of the Act and that certain agreement for financial assistance of even date herewith between the State and the Owner (the "Assistance Agreement"); and

WHEREAS, as a condition to its receipt of financial assistance from the State, the Owner has covenanted to maintain certain restrictions with respect to the rent to be charged for the Affordable Units and the income eligibility requirements of tenants residing in the Affordable Units, in each case for the period of time as specified in the Assistance Agreement; and

WHEREAS, the State requires as a condition precedent to the disbursement of the Loan proceeds that the Owner (a) execute, deliver and record this Restrictive Covenant on the official land records of the municipality in which the Land is located (the "Municipality") in order to create certain covenants running with the Land for the purpose of enforcing the requirements set forth herein and in the Assistance Agreement regulating and restricting the use, occupancy, operation and transfer of the Development, and providing that such covenants shall be binding upon all subsequent owners of the Development for such term, and are not merely personal covenants of the Owner and (b) consent to be

Village at Berry Patch
Declaration of Land Use Restrictive Covenant
Loans- Rental or ownership housing
Form rev. 5.20.2016
16901583v3

Doc ID: 002569140010 Type: LAN
Book 2637 Page 279 - 288
File# 181813

Page 1

regulated by the State as provided herein and by any applicable statutes and rules, regulations, policies and procedures of the State.

NOW THEREFORE, in consideration of the disbursement of the Loan proceeds by the State, the Owner agrees as follows:

Section 1 - Definitions

All capitalized terms used herein but not otherwise defined herein shall have the meaning set forth in the Assistance Agreement, a copy of which is on file at Owner's office. In the event of any conflict between the provisions set forth herein and the provisions of the Assistance Agreement, the provisions of the Assistance Agreement shall control.

Section 2 - Recording Filing, Covenants To Run With the Land

(a) Promptly upon the execution of this Restrictive Covenant by the Owner, the Owner shall cause this Restrictive Covenant to be filed on the land records of the Municipality, and shall pay all fees and charges incurred in connection therewith. Upon recording, the Owner shall immediately transmit to the State a receipt of the same and shall cause the recorded Restrictive Covenant to be returned by the Municipality to the State. Promptly following the full execution of any amendment to this Restrictive Covenant, in each case subject to the terms herein, the Owner shall cause such amendments to be filed on the land records of the Municipality, shall pay all fees and charges incurred in connection therewith, and upon recording, the Owner shall immediately transmit to the State a receipt of the same and shall cause the recorded amendment to be returned by the Municipality to the State.

(b) The Owner intends, declares, and covenants, on behalf of itself and all future owners and operators of the Land and the Development during the term of this Restrictive Covenant, that this Restrictive Covenant and the covenants and restrictions set forth in this Restrictive Covenant: (1) shall be and are covenants running with the land, encumbering the Land and the Development for the term of this Restrictive Covenant, binding upon Owner and its respective successors in title and all subsequent owners and operators of the Land and the Development; (2) are not merely personal covenants of the Owner; and (3) shall bind the Owner and its respective successors and assigns during the term of this Restrictive Covenant (and the benefits shall inure to the State).

(c) The Owner hereby agrees that any and all requirements of the laws of the State of Connecticut to be satisfied in order for the provisions of this Restrictive Covenant to constitute deed restrictions and covenants running with the Land shall be deemed to be satisfied in full, and that any requirements or privileges of estate are intended to be satisfied, or in the alternate, that an equitable servitude has been created to insure that these restrictions run with the Land.

(d) For the term of this Restrictive Covenant, each and every contract, deed or other instrument hereafter executed conveying the Land and/or the Development or any portion(s) thereof shall expressly provide that such conveyance is subject to this Restrictive Covenant, provided, however, the covenants contained herein shall survive and be effective regardless of whether such contract, deed, or other instrument hereafter executed conveying the Land and/or the Development or any portion(s) thereof provides that such conveyance is subject to this Restrictive Covenant.

(e) The Owner covenants to obtain the consent of any prior recorded lien holder on the Land and/or Development, as applicable, to this Restrictive Covenant and to furnish a copy of such consent to the State. Such consent(s) shall be furnished to the State on or before the date of this Restrictive Covenant.

Section 3 - Representations, Covenants and Warranties of the Owner

The Owner hereby represents, covenants, and warrants as follows:

(a) The Owner: (1) is a limited liability company duly organized under the laws of the State of Connecticut and is qualified to transact business under the laws of the State of Connecticut, (2) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (3) has the full legal right, power and authority to execute and deliver this Restrictive Covenant.

(b) The execution and performance of this Restrictive Covenant by the Owner (1) will not violate or, as applicable, has not violated, any provision of law, rule or regulation, or any order of any court or other agency or governmental body, (2) will not violate or, as applicable, has not violated, any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Owner is a party or by which it or the Development is bound, and (3) will not result in the creation or imposition of any prohibited encumbrance of any nature.

(c) The Owner will, at the time of execution and delivery of this Restrictive Covenant, have good and marketable fee simple title in and to the Land and the Development, free and clear of any lien or encumbrance (except for encumbrances created pursuant to this Restrictive Covenant, or other encumbrances permitted pursuant to the terms of this Restrictive Covenant and/or the Assistance Agreement).

(d) There is no action, suit, proceeding at law or in equity, or by or before any governmental body or instrumentality now pending, or, to the best of the knowledge of the Owner, threatened against or affecting it, the Land, the Development or any of the Owner's other properties or rights, which if adversely determined, would materially impair the Owner's right to carry on its business substantially as now conducted (and as now contemplated by this Restrictive Covenant) or would materially adversely affect its financial condition.

(e) All Affordable Units situated within the Development shall remain habitable, safe and sanitary according to all applicable building, fire, and health codes.

(f) Except as may otherwise be allowed herein and/or pursuant to the Assistance Agreement, the Owner shall not convey, transfer, sell or encumber all or any portion of the Premises, or permit the same, without the prior written consent of the State.

(g) Subject to the requirements of the Act, this Restrictive Covenant, the Assistance Agreement and the prior written approval of the State, the Owner may convey, transfer, or sell the entire Premises, provided the Owner shall have notified in writing the transferee, buyer or other successor in interest acquiring the Premises in advance that such acquisition is subject to the requirements of this Restrictive Covenant and to the requirements of the Act and all applicable regulations. This provision shall not act to modify any other restriction on the conveyance, transfer, or sale of the Premises. The Owner agrees that the State may void any conveyance, transfer, or sale of the Premises if the Owner fails to provide such notice to the transferee, buyer or other successor in interest or if the transferee, buyer or other successor in interest fails to assume in writing the requirements of this Restrictive Covenant and the requirements of the Act.

(h) The Owner shall not demolish, or cause or suffer the demolition of, any portion of the Development, substantially subtract from any real or personal property at, on, or constituting a portion of the Premises, or permit the use of any residential unit situated within the Development for any

Village at Berry Patch
Declaration of Land Use Restrictive Covenant
Loans- Rental or ownership housing

Page 3

purpose other than for residential purposes during the term of this Restrictive Covenant unless required by law or unless the State has given its prior written consent.

(i) If the Development, or any part thereof, shall be damaged, destroyed, condemned, or acquired for public use, the Owner will use its best efforts, subject to the rights of any mortgagee with rights senior to the State, to repair and restore the Development to substantially the same condition as existed prior to the event causing such damage or destruction, and in the case of a partial condemnation, to restore the Development to substantially the same condition as existed prior to such condemnation, to the extent feasible, and thereafter to operate the Development in accordance with the terms of this Restrictive Covenant.

(j) The Owner has not and will not execute any other restrictive covenant or other instrument with provisions contradictory to, or in opposition to, the provisions hereof, and in any event, the requirements of this Restrictive Covenant are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith.

(k) The Owner covenants that it will not knowingly take or permit any action that would result in a violation of the requirements of the Act and applicable regulations or any provision of this Restrictive Covenant. Moreover, the Owner covenants to take any lawful action (including amendment of this Restrictive Covenant as may be necessary, in the opinion of the State) to comply fully with all applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed and published by the State from time to time pertaining to the Owner's obligations under the Act or applicable regulations and affecting the Premises.

Section 4 - Income, Rent, Occupancy and Use Restrictions

(a) The Owner covenants and agrees that following the construction of the Development, notwithstanding any prepayment or other discharge of the Loan, at all times during the Affordability Period:

The Affordable Units shall comprise the following: (i) eight (8) one-bedroom Units and (ii) eight (8) 2-bedroom Units, and shall be subject to the following affordability restrictions:

- (i) eight (8) one-bedroom Affordable Units shall be restricted to families and persons whose income does not exceed sixty percent (60 %) of the AMI, and have an initial rental limit of \$1,102 per month; and
- (ii) eight (8) two-bedroom Affordable Units shall be restricted to families and persons whose income does not exceed sixty percent (60 %) of the AMI, and have an initial rental limit of \$1,321 per month.

The threshold rents set forth above shall be calculated by adding base rent plus a utility allowance for any utilities paid for by the tenant of the applicable Affordable Unit. Any utility allowances for tenant paid utilities must be subtracted from these maximum rents. When DOH amends its rent limits, DOH shall make such information available to the Owner. The Owner shall not adjust rents except in accordance with the rental limits established by DOH under the Program or under the LIHTC Program, as applicable. The Owner shall provide each tenant a minimum of thirty (30) days prior written notice before implementing a rent increase.

(b) Intentionally omitted.

Section 5 - Term of Restrictive Covenant

(a) This Restrictive Covenant, and the term of affordability specified herein (the "**Affordability Period**"), shall be effective immediately upon recordation of this Restrictive Covenant. With respect to any covenants concerning any Affordable Units to be constructed following the recordation of this Restrictive Covenant, the Owner shall comply with all such covenants immediately upon the completion of the construction of such Affordable Units but in no event later than the Project Completion Date. This Restrictive Covenant shall terminate on the date that is fifteen (15) years after the Project Completion Date.

(b) Pursuant to the Act, as amended, this Restrictive Covenant shall remain in effect until the expiration of the Affordability Period described in section 5(a) above, without regard to the term of any mortgage (regardless of the seniority of such mortgage relative to the mortgage securing the Owner's obligation to repay the Loan) or other underlying security and without regard to any transfer of ownership of the Premises or any portion thereof or any interest therein.

Section 6 - Enforcement of Restrictions

(a) The Owner shall permit, during normal business hours and upon reasonable notice, any duly authorized representative of the State, to inspect any books and records of the Owner regarding the Premises, including, without limitation, with respect to the incomes of any tenant of any Affordable Unit situated within the Development or any other information the State shall deem reasonably necessary to substantiate the Owner's continuing compliance with the covenants, restrictions, and other requirements set forth in this Restrictive Covenant.

(b) The Owner shall submit any other information, documents, or certifications requested by the State which the State shall deem reasonably necessary to substantiate the Owner's continuing compliance with the covenants, restrictions, and other requirements set forth in in this Restrictive Covenant.

(c) The Owner hereby agrees that the representations, warranties, and covenants set forth herein may be relied upon by the State. The Owner further agrees, upon request therefor from the State, to submit annual certifications and other reports to the State confirming that the Development is in compliance with the Act, all applicable regulations and the covenants and restrictions set forth in this Restrictive Covenant.

(d) The Owner acknowledges that the primary purpose for requiring compliance by the Owner with the covenants, restrictions and other requirements set forth in this Restrictive Covenant is to assure compliance of the Development and the Owner with the Act, all applicable regulations, and the terms of the Assistance Agreement, and by reason thereof, the Owner in consideration for receiving the Loan proceeds for the Development, hereby agrees and consents that the State shall be entitled, for any breach of the provisions hereof, and in addition to all other remedies provided by law or in equity, to enforce specific performance by the Owner of its obligations under this Restrictive Covenant in a court of competent jurisdiction. The Owner hereby further specifically acknowledges that the beneficiaries of the Owner's obligations hereunder cannot be adequately compensated by monetary damages in the event of any default hereunder.

(e) The Owner agrees to take any and all actions reasonably required by the State to substantiate the Owner's compliance with the occupancy restrictions of the Act as now constituted or subsequently amended and all applicable regulations.

(f) In the event the Owner fails to satisfy the requirements of this Restrictive Covenant or the Assistance Agreement and legal costs are incurred by the State, such legal costs, including attorney fees and court costs (including costs of appeal), are the responsibility of, and may be recovered from the Owner.

Section 7 - Recordkeeping

(a) At all times during the Affordability Period, the Owner shall maintain and make available to the State any and all records, documents, and policies necessary which demonstrate compliance with this Restrictive Covenant, the Act and all applicable regulations.

(b) At all times during the Affordability Period, the Owner shall maintain all records as required by this Restrictive Covenant, the Act and all applicable regulations and shall take any and all actions reasonably required by the State to substantiate the Owner's compliance therewith. This Restrictive Covenant may be enforced by the State or its designee in the event the Owner fails to satisfy any of the requirements herein.

Section 8 - Miscellaneous

(a) **Severability.** The invalidity of any clause, part, or provision of this Restrictive Covenant shall not affect the validity of the remaining portions thereof.

(b) **Notices.** All notices to be given pursuant to this Restrictive Covenant shall be in writing and shall be deemed given when mailed by certified or registered mail, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing. The State and the Owner, may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

If to State:

Department of Housing
505 Hudson Street
Hartford, Connecticut 06106-7106
Attn: Commissioner of Housing

With a copy to:

Assistant Attorney General - Housing
55 Elm Street
Hartford, Connecticut 06106

If to Owner:

Berry Patch III, LLC
6 Executive Drive, Suite 100
Farmington, Connecticut 06032

With a copy to:

Barry S. Feigenbaum
Rogin Nassau LLC
CityPlace I - 22nd Floor
185 Asylum Street
Hartford, CT 06103-3460

Village at Berry Patch
Declaration of Land Use Restrictive Covenant
Loans- Rental or ownership housing

Page 6

or to such other address or person as shall be designated from time to time by notice.

(c) **Amendment.** The Owner agrees that, at the State's request, it will take all actions necessary to effect amendment of this Restrictive Covenant as may be necessary to comply with the Act and any and all applicable rules, regulations, policies, procedures, rulings, or other official statements pertaining to the Act. The State, together with the Owner, may execute and record any amendment or modification to this Restrictive Covenant provided such amendment or modification is in writing and executed by both the Owner and the State, or their respective successors or assigns. Any such amendment or modification shall be binding on any third-parties granted rights under this Restrictive Covenant.

(d) **Governing Law.** This Restrictive Covenant shall be governed by the laws of the State of Connecticut.

No Further Text on This Page – Signature Page Follows

Village at Berry Patch
Declaration of Land Use Restrictive Covenant
Loans- Rental or ownership housing

Page 7

IN WITNESS WHEREOF, the Owner hereto has set its hand and seal the day and year first written above.

Signed, Sealed and Delivered
in the presence of:

WITNESSES:

BERRY PATCH III, LLC,
a Connecticut limited liability company

By: Farm Glen Management, L.L.C.
a Connecticut limited liability company
Its: Manager

Sandra Piccoli
Name: Sandra Piccoli

Dominic Chizinski
Name: Dominic Chizinski

By: Geoffrey W. Sager
Name: Geoffrey W. Sager
Title: Co-Manager

STATE OF CONNECTICUT)
COUNTY OF Hartford) ss. Farmington

On this 31 day of January, 2018 before me, the undersigned officer, personally appeared Geoffrey W. Sager, the duly authorized Co-Manager of Farm Glen Management, L.L.C., the Manager of Berry Patch III, LLC, a Connecticut limited liability company, and that he as such Co-Manager of the Manager of said Mortgagor and being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as such Co-Manager of the Manager of said limited liability company.

In Witness Whereof, I hereunto set my hand.

Julia J. Mutton
Commissioner of the Superior Court
Notary Public
My Commission Expires: 3/31/22

Village at Berry Patch
Declaration of Land Use Restrictive Covenant
Loans- Rental or ownership housing

Page S-1

Schedule A**Legal Description of Development**

Beginning at an iron pipe on the southerly right-of-way line of Oakland Road, at the northeast corner of the property of now or formerly Gyasi Manu, and also being the northwest corner of the property hereon described. Thence proceeding S54°44'36"E a distance of 48.19 feet to a point;

Thence along the southerly right-of-way of Oakland Road S55°08'29"E a distance of 227.09 feet to a point;

Thence along the southerly right-of-way line of Oakland Road S44°07'27"E a distance of 65.15 feet to a point;

Thence along the westerly property line of land now or formerly Mildred S. Simler S35°10'25"W a distance of 242.98 feet to a point;

Thence along the southerly property line of land now or formerly Mildred S. Simler S54°49'35"E a distance of 206.50 feet to a point;

Thence along the easterly property line of land now or formerly Mildred S. Simler N35°10'25"E a distance of 203.95 feet to a point on the southerly right-of-way line of Oakland Road;

Thence along the southerly right-of-way line of Oakland Road S44°07'27"E a distance of 481.04 feet to a brownstone monument;

Thence along the southerly right-of-way line of Oakland Road S44°07'27"E a distance of 226.14 feet to a concrete monument with a disc at the northwesterly property corner of land now or formerly Berry Patch Associates Limited Partnership;

Thence along the westerly property line of land now or formerly Berry Patch Associates Limited Partnership S37°11'10"W a distance of 147.46 feet to a point;

Thence along the northerly property line of land now or formerly Berry Patch Associates Limited Partnership N45°52'04"W a distance of 119.61 feet to a concrete monument;

Thence along the northerly property line of land now or formerly Berry Patch Associates Limited Partnership S39°33'35"W a distance of 179.98 feet to a granite monument;

Thence along the northerly property line of land now or formerly Berry Patch Associates Limited Partnership N61°32'36"W a distance of 293.73 feet to an iron pipe;

Thence along the northerly property line of land now or formerly Berry Patch Associates Limited Partnership N52°09'55"W a distance of 108.86 feet to a point;

Thence along the northerly property line of land now or formerly Berry Patch Associates Limited Partnership N76°59'17"W a distance of 70.51 feet to a point;

Village at Berry Patch
Declaration of Land Use Restrictive Covenant
Loans- Rental or ownership housing

Page A-1

Thence along the northerly property line of land now or formerly Berry Patch Associates Limited Partnership N89°14'34"W a distance of 216.28 feet to a granite monument;

Thence along the easterly property line of land now or formerly Berry Patch II Associates Limited N03°37'51"W a distance of 484.91 feet to an iron rod at the southeasterly property corner of land now or formerly Gyasi Manu;

Thence along the easterly property line of land now or formerly Gyasi Manu N06°56'34"E a distance of 328.84 feet to the point and place of beginning.

Said Property is shown on plan entitled: "Property & Topographic Plan Metro Realty 143, 151, & 195 Oakland Road South Windsor, Connecticut, Scale: 1"=50', Date: 8-25-17, sheet V-1. Prepared by Design Professionals, Inc." and designated Project No. 3616.

Received for Record 03/05/2018
At 10:30 am
Recorded in South Windsor, CT
By [Signature]
Town Clerk

Village at Berry Patch
Declaration of Land Use Restrictive Covenant
Loans- Rental or ownership housing

Page A-2

**TOWN OF SOUTH WINDSOR
APPROVAL FORM**

DATE: 11/22/2019 DEPARTMENT: Public Works/Engineering

DOCUMENT TYPE: Agreement for GIS Services

FUNDING SOURCE: Capital Projects Budget

AMOUNT AVAILABLE: \$124,000

TOTAL COST OF CONTRACT or AGREEMENT: \$6,000

REQUEST FOR PROPOSAL REQUIRED? Yes: ☒ No: ☐

If yes, complete the next few questions.

DATE ISSUED: 06/12/2019

LOCATION(S) ADVERTISED: Town Web Site and sent to On-Call Consultants

NUMBER OF RESPONSES: 3

If no, please supply reason for no RFP:

Additional notes:

This is phase 2 of a multi phase project to finalize the sanitary sewer data layer in GIS.

DEPARTMENT HEAD SIGNATURE CERTIFYING REVIEW and APPROVAL:

Rent Roll

The Residences at Oakland Road (bpil)

As Of = 12/31/2019

Month Year = 11/2019

Property	Unit Type	Total Name Units	Market Rent	Resident Rent	Deposit	Average Market Rent	Average Resident Rent	Average Deposit	Balance
bpil	175-C1	1	1,575.00	1,525.00	400.00	1,575.00	1,525.00	400.00	1,967.50
bpil	175-F	1	1,625.00	1,625.00	1,625.00	1,625.00	1,625.00	1,625.00	450.00
bpil	175-D	1	908.00	908.00	908.00	908.00	908.00	908.00	42.40
bpil	175-F	1	908.00	908.00	908.00	908.00	908.00	908.00	0.00
bpil	175-C1	1	908.00	908.00	908.00	908.00	908.00	908.00	121.09
bpil	175-D	1	908.00	908.00	908.00	908.00	908.00	908.00	52.48
bpil	175-F	1	1,600.00	1,525.00	1,525.00	1,600.00	1,525.00	1,525.00	0.13
bpil	175-D	1	1,600.00	1,525.00	1,525.00	1,600.00	1,525.00	1,525.00	0.00
bpil	175-F	2	3,225.00	3,200.00	3,200.00	1,612.50	1,600.00	1,600.00	0.00
bpil	175-D	1	908.00	897.00	897.00	908.00	897.00	897.00	0.02
bpil	175-A	1	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	0.00
bpil	175-C	1	1,600.00	0.00	0.00	1,600.00	0.00	0.00	0.00
bpil	175-F	1	1,650.00	1,575.00	1,575.00	1,650.00	1,575.00	1,575.00	0.00
bpil	175-A	1	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	0.00
bpil	175-B	1	1,925.00	1,925.00	1,925.00	1,925.00	1,925.00	1,925.00	0.00
bpil	175-E	2	3,013.00	3,013.00	3,013.00	1,506.50	1,506.50	1,506.50	0.00
bpil	175-B1	0	0.00	0.00	400.00	0.00	0.00	0.00	0.00
bpil	175-B	1	1,925.00	1,925.00	3,850.00	1,925.00	1,925.00	3,850.00	0.00
bpil	175-E	2	3,023.00	3,013.00	3,013.00	1,511.50	1,506.50	1,506.50	50.28
bpil	175-B	1	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	-13.50
bpil	175-G	2	3,800.00	3,800.00	3,800.00	1,900.00	1,900.00	1,900.00	0.00
bpil	175-D	1	1,625.00	1,525.00	500.00	1,625.00	1,525.00	500.00	923.00
bpil	175-F	2	3,300.00	3,275.00	3,275.00	1,650.00	1,637.50	1,637.50	0.00
bpil	175-D	2	3,200.00	3,150.00	2,025.00	1,600.00	1,575.00	1,012.50	809.00
bpil	175-F	2	3,150.00	3,100.00	1,975.00	1,575.00	1,550.00	987.50	700.00
bpil	175-C1	1	908.00	0.00	0.00	908.00	0.00	0.00	0.00
bpil	175-D	1	1,625.00	1,525.00	400.00	1,625.00	1,525.00	400.00	940.00
bpil	175-F	2	3,300.00	3,250.00	3,150.00	1,650.00	1,625.00	1,575.00	-60.00
bpil	175-D	1	1,625.00	1,600.00	1,600.00	1,625.00	1,600.00	1,600.00	25.00
bpil	175-C1	1	908.00	908.00	908.00	908.00	908.00	908.00	0.00
bpil	175-F	2	3,150.00	3,150.00	3,150.00	1,575.00	1,575.00	1,575.00	0.00
bpil	175-D	1	1,575.00	1,575.00	1,575.00	1,575.00	1,575.00	1,575.00	4.15
bpil	175-A	1	1,915.00	0.00	0.00	1,915.00	0.00	0.00	0.00
bpil	175-C	1	1,625.00	1,650.00	1,650.00	1,625.00	1,650.00	1,650.00	0.00
bpil	175-F	1	1,650.00	0.00	0.00	1,650.00	0.00	0.00	0.00
bpil	175-A	1	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	0.00
bpil	175-B	1	1,925.00	1,925.00	1,925.00	1,925.00	1,925.00	1,925.00	79.28
bpil	175-E	2	2,196.00	2,196.00	2,196.00	1,098.00	1,098.00	1,098.00	84.15
bpil	175-B	2	3,013.00	3,013.00	3,015.00	1,506.50	1,506.50	1,507.50	0.00

Rent Roll

The Residences at Oakland Road (bpilii)

As Of = 12/31/2019

Month Year = 11/2019

Property	Unit Type	Total Units	Name	Market Rent	Resident Rent	Deposit	Average Market Rent	Average Resident Rent	Average Deposit	Balance
bpilii	175-E	2		2,195.00	2,175.00	2,175.00	1,095.00	1,087.50	1,087.50	34.76
bpilii	175-B1	0		0.00	0.00	400.00	0.00	0.00	0.00	100.00
bpilii	175-A	1		1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	78.96
bpilii	175-F	1		1,650.00	0.00	0.00	1,650.00	0.00	0.00	0.00
bpilii	175-D	1		1,625.00	1,650.00	1,650.00	1,625.00	1,650.00	1,650.00	0.00
bpilii	175-A	2		3,865.00	3,900.00	2,950.00	1,932.50	1,950.00	1,475.00	30.74
bpilii	175-C	1		1,650.00	1,650.00	1,650.00	1,650.00	1,650.00	1,650.00	0.00
bpilii	175-F	1		1,625.00	1,525.00	1,000.00	1,625.00	1,525.00	1,000.00	0.00
bpilii	175-A	1		1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	-40.00
bpilii	175-B	1		1,925.00	1,925.00	1,925.00	1,925.00	1,925.00	1,925.00	0.00
bpilii	175-E	2		3,013.00	3,013.00	3,013.00	1,506.50	1,506.50	1,506.50	0.00
bpilii	175-B	2		3,850.00	3,850.00	3,850.00	1,925.00	1,925.00	1,925.00	0.00
bpilii	175-E	2		3,830.00	3,830.00	2,915.00	1,915.00	1,915.00	1,457.50	-40.00
bpilii	175-B1	1		1,925.00	1,925.00	1,925.00	1,925.00	1,925.00	1,925.00	0.00
bpilii	175-A	1		1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	0.00
bpilii	175-F	1		1,600.00	0.00	0.00	1,600.00	0.00	0.00	0.00
bpilii	175-D	1		1,625.00	1,625.00	1,625.00	1,625.00	1,625.00	1,625.00	0.00
bpilii	175-A	1		1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	0.00
bpilii	175-F	1		1,625.00	1,625.00	1,625.00	1,625.00	1,625.00	1,625.00	0.00
bpilii	175-D	1		1,650.00	1,600.00	400.00	1,650.00	1,600.00	400.00	0.00
bpilii	175-F	1		1,625.00	1,625.00	1,625.00	1,625.00	1,625.00	1,625.00	0.00
bpilii	175-C1	1		1,625.00	0.00	0.00	1,625.00	0.00	0.00	0.00
bpilii	175-F	2		2,483.00	908.00	908.00	1,241.50	908.00	908.00	0.00
bpilii	175-B1	2		3,850.00	0.00	0.00	1,925.00	0.00	0.00	0.00
bpilii	CT	78	The Residences at Oakland Road	125,003.00	107,823.00	101,335.00	1,802.80	1,585.63	1,490.22	6,339.44

Summary Groups	Square Footage	Market Rent	Actual Rent	Security Deposit	Other Deposits	# Of Units	% Unit Occupancy	% Sqft Occupied	Balance
Current/Notice/Vacant Residents	89,205.00	125,003.00	107,823.00	100,535.00	0.00	3.00	87.17	88.17	5,789.44
Future Residents/Applicants	3,644.00	5,425.00	0.00	800.00	0.00	68	87.17	88.17	550.00
Occupied Units	78,654.00	108,630.00				1	1.28	1.12	
Total Non Rev Units	896.00	1,650.00				9	11.53	10.93	
Total Vacant Units	9,655.00	14,723.00				78	100.00	100.00	6,339.44
Totals:	89,205.00	125,003.00	107,823.00	101,335.00	0.00				



Town of South Windsor

1540 SULLIVAN AVENUE • SOUTH WINDSOR, CT 06074
TELEPHONE (860) 644-2511

CERTIFIED MAIL 7011 1570 0000 6337 2317

December 15, 2016

Berry Patch III, LLC
C/o Design Professionals, Inc.
James Bernardino
21 Jeffrey Drive
South Windsor, CT 06074

Dear Mr. Bernardino:

Re: Appl. 16-57P, Metro Realty Group Zoning Text Amendment

We are pleased to advise you that at its meeting on December 13, 2016 the Planning and Zoning Commission voted to approve your request for a Zoning Text Amendment, with modifications, to add new Article 7, Section 7.22 Multifamily Assisted Housing in AA-30 Residential Zone (MAHZ) which includes Purpose; Procedures; Permitted Uses; Bulk requirements; Site and Design requirements; and Affordability Plan requirements in accordance with CGS Section 8-30g.

The effective date of the zone text is December 24, 2016.

A copy of the Amendment is attached, along with the Legal Notice that was published in the Journal Inquirer.

Very truly yours,

A handwritten signature in black ink, appearing to read "Gary Bazzano".

Gary Bazzano, Chairman
Planning & Zoning Commission

Cc: Metro Realty Group

GB/llz
Enclosure

Section 7.22: Multifamily Assisted Housing in AA-30 Residential Zone (MAHZ)

[Note: an additional line will be added to the Table in Article 3, § 3.1.1A]

7.22.1 Purpose

The purpose of this Special Regulation is to provide multifamily housing that will constitute governmentally-sponsored and publicly-financed "assisted housing" as defined in Connecticut under General Statutes § 8-30g, on land presently zoned AA-30 Residential and as an alternative to multifamily housing provided under South Windsor's existing multifamily residential zones and uses.

7.22.2 Procedure

- A. An application for the use as Multifamily Assisted Housing in the AA-30 Residential Zone shall require a special exception and site plan approval in accordance with these Zoning Regulations.

B. Uses Permitted

In an MAHZ, no land, building or structure shall be used, and no building shall be hereafter erected, altered or added to, except as provided in these Zoning Regulations, and may be used only for one or more of the following uses:

1. Principal Uses

A maximum of eighty (80) one (1) bedroom and two (2) bedroom multifamily dwelling units, eighty percent (80%) of which will be available at market-rate rents and twenty percent (20%) of which will constitute "assisted housing" in compliance with General Statutes § 8-30g.

Overall density of the development shall not exceed fifteen (15) units per net buildable acre.

2. Accessory Structures and Uses

- a. Decks and patios
- b. Pergolas
- c. Bus shelter
- d. Other structures and uses not listed above, customarily accessory to a multifamily residential use.

7.22.3 Improvements

- A. Streets and related improvements shall generally conform to Town procedures and standards. However, 24-foot pavement width is acceptable for streets and 18-foot pavement width is acceptable for one-way streets at the entrances to and exits from the development.
- B. Public water and sewer must be available for the property either directly or by extension and connection to an existing sewer line, and all units must be connected to the sewer and water lines. Utilities shall conform to the requirements of Sections 6.6.1, 6.6.2 and 6.6.6 of the Zoning Regulations.
- C. No Zoning Certificate of Compliance shall be issued for any dwelling unit unless and until such unit has been connected to a public water supply, suitable power supply, and a public sanitary sewer line.
- D. Storm drainage shall conform to the requirements of Section 6.6.5 of the zoning regulations.

7.22.4 Location, Land Area and Frontage

- A. **Location**
Only a parcel of land zoned AA-30 Residential and abutting real property on which there is an existing multifamily development shall be proposed for inclusion in a MAHZ.
- B. **Land Area**
The total area of a parcel to be rezoned MAHZ shall be a minimum of nine (9) acres of land, and a maximum of fifteen (15) acres.
- C. **Frontage**
A parcel proposed for inclusion in a MAHZ shall have a minimum of 500 feet of frontage on a state highway.

7.22.5 Building Height

The maximum building height of a principal building in a MAHZ shall be thirty-five (35) feet. Such building shall not exceed two (2) stories.

7.22.6 Coverage

- A. **Maximum Impervious Coverage**
Impervious coverage for any parcel comprising a MAHZ development shall not exceed fifty percent (50%) of the total land area.
- B. **Maximum Lot Coverage**
Building coverage for any parcel comprising a MAHZ development shall not exceed fifteen percent (15%) of the total land area.

7.22.7 Consolidated Parcels

A. Purpose

In the interest of promoting development continuity, the consolidation of contiguous parcels is encouraged. 'Consolidation' is defined here as the integration of two (2) or more individually owned parcels into a single Consolidated Parcel for the purposes of creating a shared-use arrangement of selected site components, e.g. common points of access/egress, pedestrian sidewalks and pathways, drive passage, parking, loading/unloading, building coverage and yards.

B. Integrated Plan

1. A Consolidated Parcel shall be developed with an integrated plan of buildings, parking, loading and unloading, and open space.
2. The owner of each lot shall give to the owner of each lot in the consolidated parcel by deed, easement, or agreement filed in the Office of the Town Clerk, the right of entrance, exit, passage, parking, and loading.

C. Yards

Notwithstanding the provision of Section 7.22.8.C, side or rear yard requirements may be ignored along common boundaries of Consolidated Parcel.

7.22.8 Building Setbacks

- A. No principal building, structure, or use shall extend closer than fifty (50) feet from any street line.
- B. The front yard setback may be reduced by not more than ten (10) feet for building features such as entrances, architectural features, cornices, roof overhangs, chimneys, or for decks/patios.
- C. With regard to side or rear yards that are not located along a common boundary of a Consolidated Parcel, no principal building, accessory building, structure or use shall extend closer than ten (10) feet from any side or rear lot line.

7.22.9 Open Space

Each MAHZ development shall preserve, by conservation easement or dedication to a nonprofit land conservation organization, a minimum of 30 percent of the parcel zoned or to be zoned MAHZ. Emphasis shall be on the preservation of sensitive environmental areas, such as wildlife habitat, flood plain, woodlands, or stream belts, including areas near or adjacent to other conservation land, and land visible, in whole or in part, from a public street. Such development on the subject property or in conjunction with abutting properties shall provide pedestrian pathways across open space and to amenities such as retail stores, restaurants, medical offices, personal service establishments, financial institutions, libraries, grocery stores, or a post office.

7.22.10 Parking and Circulation

- A. Parking in a MAHZ shall be provided at no less than 1.70 spaces per dwelling unit.
- B. The width, location and arrangement of driveways and other access ways and parking shall be consistent with public safety and welfare, and shall provide suitable access to fire apparatus or other emergency vehicles.
- C. Handicapped parking shall be provided in accordance with the requirements of the Connecticut General Statutes. Handicapped parking spaces shall generally be associated with handicapped-accessible units or with building entrances designed for handicapped access.

7.22.11 Signage

- A. An MAHZ development may have one (1) two-sided sign architecturally compatible with the development, with an area up to 32 square feet on each side.
- B. All other signage regulations outside of the monument sign shall apply.

7.22.12 Outdoor Lighting

Outdoor lighting in a MAHZ development shall comply with the requirements of Section 6.3 of the Zoning Regulations.

7.22.13 Landscaping, Buffering and Sidewalks

A. Landscaping, buffering, and screening

Landscaping shall conform to the requirements of Sections 6.2.1, 6.2.2 and 6.2.3 of the zoning regulations. Buffering and screening shall be designed to reasonably mitigate visual, noise and other impacts, but there shall be no minimum buffer width, and § 6.2.4 shall not apply.

B. Sidewalks

Sidewalks shall be provided within a MAHZ development. All sidewalks within the MAHZ development shall have a minimum width of four (4) feet, and a minimum width of five (5) feet adjacent to parking spaces.

7.22.14 Earth Filling and Excavation

Earth filling and excavation shall comply with Sections 7.6 and 7.16 of the Zoning Regulations, provided that a separate permit shall not be required, and site plan approval under this subsection will constitute approval to carry out filling or excavation necessary to construct the site plan.

7.22.15 Required Amenities

A. Refuse Area

Refuse collection areas shall be provided and conveniently located for all units. The collection areas shall be properly screened and supplied with covered receptacles.

B. Mail Boxes

Mail boxes shall be provided and conveniently located for all units, as determined by the U.S. Postal Service.

C. Bus Shelter

1. In the event regular public passenger transportation will be available to residents of the development, a shelter shall be provided by the developer at a location convenient to the residents and readily serviceable by the passenger transportation operator. The design and material composition of a shelter shall be approved by the Commission. This bus shelter may be the same shelter as the school bus shelter described below.
2. An adequate bus shelter for school children shall be provided.

7.22.16 Architectural Design

The architectural design, scale, and mass of buildings and other structures, including, among other elements, the exterior building material, color, roof-line and building elevations, shall be residential in character so as to harmonize and be compatible with the neighborhood, to protect property values in the neighborhood, and to preserve and improve the appearance and beauty of the community. Pitched roofed buildings shall be encouraged. Roof-top mechanical equipment, other than solar energy panels, shall be screened from all sides.

7.22.17 Affordability Plan Compliance with General Statutes § 8-30g

The purpose of the MAHZ is to facilitate a residential community comprised of rental units with household income and monthly rent limits. It is intended that the restricted units will qualify as "assisted housing" in compliance General Statutes § 8-30g and will be administered, as stated in an Affordability Plan, in compliance with both General Statutes § 8-30g and the rules and regulations of any governmental program that provides development financing. The following requirements shall apply to MAHZ household income / rent-restricted dwelling units, to be known as "MAHZ Units" in a MAHZ:

- 7.22.17.1 In conjunction with an application for approval of a site plan for a MAHZ development, the applicant shall submit an "Affordability Plan," in accordance with General Statutes § 8-30g, which shall describe how the regulations regarding affordability will be administered as assisted housing. The Plan shall include provisions for administration of and compliance with the provisions of this section, notice procedures to the general public of the availability of affordable units, identification of those units that are to be designated affordable, procedures for verification and yearly confirmation of unit occupancy income, and demonstration of compliance with affordability requirements to the Commission. Such Plan shall also include drafts of documents, such as deeds, that will be used in the administration of the affordability restrictions.

- 7.22.17.2 Calculation of the maximum monthly rental payment for assisted housing units within a MAHZ, so as to satisfy General Statutes § 8-30g, shall utilize the area median income data as published by the U.S. Department of Housing and Urban Development in effect on the day of lease.
- 7.22.17.3 All dwelling units in the MAHZ shall be occupied only as a lessee's principal residence. Sub-leasing of dwelling units shall be prohibited.
- 7.22.17.4 Notice of availability of the MAHZ units shall be provided through the procedures outlined in an affirmative fair housing marketing plan. The South Windsor Housing Authority shall be notified of any MAHZ unit availability.
- 7.22.17.5 The forty (40) year affordability period shall be calculated separately for each MAHZ unit in a MAHZ development, and the period shall begin on the date of occupancy of the MAHZ unit.
- 7.22.17.6 A violation of the Regulations contained in this Section shall not result in a forfeiture or reversion of title, but the Commission or its designated agent shall otherwise retain all enforcement powers granted by the Connecticut General Statutes, including the authority under General Statutes § 8-12 to issue notices of violation, to impose fines, and to seek injunctive relief.

7.22.18 Conflict of Provisions

If any provision of these MAHZ regulations conflicts with a generally-applicable provision of the South Windsor Zoning Regulations, the provisions of this Section 7.22 will control.

Effective 12/24/16

TO BE PUBLISHED IN THE JOURNAL INQUIRER
SATURDAY, DECEMBER 17, 2016
SOUTH WINDSOR PLANNING & ZONING COMMISSION

At its December 13, 2016 Regular Meeting, the Planning and Zoning Commission voted to take the following actions:

1. Approved with modifications Appl. 16-57P, Metro Realty Group for a text amendment to add new Article 7, Section 7.22 Multifamily Assisted Housing in AA-30 Residential Zone (MAHZ) which includes Purpose; Procedures; Permitted Uses; Bulk requirements; Site and Design requirements; and Affordability Plan requirements in accordance with CGS Section 8-30g. Effective date 12/24/16.
2. Approved PZC sponsored amendment to eliminate in its entirety Section 3.3 Design Residence Zone and add it as an Appendix to the regulations. Any associated references throughout the regulations to the DRZ would be eliminated. Effective date 12/24/16.
3. Approved PZC sponsored amendment to eliminate in its entirety Section 7.17 Senior Residence Development and add it as an Appendix to the regulations. Any associated references throughout the regulations to the SRD would be eliminated. Effective date 12/24/16.

Gary Bazzano, Chairman

TOWN OF SOUTH WINDSOR
PLANNING & ZONING COMMISSION

MINUTES

-1-

DECEMBER 13, 2016

MEMBERS PRESENT: Gary Bazzano, Bart Pacekonis, Stephanie Dexter, Frank Bonzani

ALTERNATES PRESENT: Michael LeBlanc, Teri Parrott, William Flagg

STAFF PRESENT: Michele Lipe, Director of Planning; Jeff Doolittle, Town Engineer; Lauren Zarambo, Recording Secretary

PUBLIC HEARING / COUNCIL CHAMBERS

CALL TO ORDER: Chairman Bazzano called the Public Hearing to order at 7:30 p.m.

Chairman Bazzano appointed Alternate Commissioner LeBlanc to be seated for Commissioner Kuehnel and Alternate Commissioner Flagg to be seated for Commissioner Foley.

Secretary Commissioner Dexter read the legal notice as it was published in the Journal Inquirer on Thursday, December 1, 2016 and Thursday, December 8, 2016.

1. **Appl. 16-57P, Metro Realty Group** –request for (1) a text amendment to add new Article 4, Section 4.22 Multifamily Assisted Housing in AA-30 Residential Zone (MAHZ) which includes Purpose; Procedures; Permitted Uses; Bulk requirements; Site and Design requirements and Affordability Plan requirements in accordance with CGS Section 8-30g; and (2) special exception to Section 4.22 site plan of development for a 78 unit apartment development to be known as “The Village at Berry Patch” on property located at 151 and 195 Oakland Road, AA-30 Residential zone

Mr. Geoffrey Sager of Metro Realty Group gave a power point presentation for a proposed housing development on Oakland Road. Packets of the presentation were distributed to the commissioners.

Metro Realty Group previously built four age restricted developments in South Windsor which included Watson Farm with 72 units in four buildings and a club house built in 2003, Berry Patch was constructed in two phases in 2004 and 2006 creating 196 units in ten buildings, and Hillcrest in 2009 with 88 units in four buildings with a club house. The combined annual property tax revenue paid to the town is over \$580,000.

The proposed development at 175 Oakland Road is to be located in front of Berry Patch I and II and geared toward ‘Baby Boomers’ rather than an age restricted market. Statistics were cited for that demographic who will take advantage of the amenities and walk-ability to Town Center.

The apartments will be built in a two story condo style to appear like single family town houses with private entrances. There will be no common corridors or shared areas. The exterior will have a village appearance with traditional exteriors. Each unit will have a front or rear private outdoor courtyard area. A contemporary open interior layout and design with amenities was described to include laundry facilities within the energy efficient apartments.

The proposal is for an 80% market rate development with a 20% affordable component. There will be 42 one bedroom units measuring 991 square feet, and 36 two bedroom units measuring 1,366 square feet. Eight of each type will be marketed as affordable units.

A paved walking path presently exists between Berry Patch II and Buckland Road which continues north on Buckland to the traffic light. Signage will be added to get people to the pathway. Exercise stations along the path and a bike rack on Buckland Road are also proposed to be installed. A graphic was shown of a new

TOWN OF SOUTH WINDSOR
PLANNING & ZONING COMMISSION

MINUTES

-2-

DECEMBER 13, 2016

conservation easement of three and one half (3 ½) acres of open space to be granted to the town to be added to the seven acre conservation easement given to the town at the time of the Berry Patch II application.

Mr. Peter DeMallie, President of Design Professionals, Inc., showed a layout of the development which will have a boulevard entrance with a one-way drive on each side of an island and a 24' wide street wide enough to accommodate emergency vehicles going through the interior of the site. Ten buildings will have 136 parking spaces with four (4) dumpster pads well distributed throughout the site. There will be a 50' front yard set back from Oakland Road. Significant distance from abutting neighbors was described. The westerly area is dedicated to open space which will measure ten and one half (10.5) acres to be persevered in perpetuity when this development is added to Berry Patch. The landscape plan by Simsbury landscape firm CR3 was described. There will be interior sidewalks connecting to the pathway to Buckland Road as well as over to the Wapping Shopping Center on Oakland Road. Mr. DeMallie then described highlights from the text amendment and distributed copies of a special exception criteria review for the project to the commissioners (Exhibit A).

Mr. Jim Bernardino of Design Professionals, Inc. stated the development will be serviced by public sewer and water by extending the water main from the eastern corner of the property and granting Connecticut Water a small easement in the event the public water service needs to be extended. Low impact design will be employed for stormwater management. They have met with town staff and have an application pending with the IWA/CC to address their erosion and sedimentation plan which will address any discharge to wetlands from ongoing construction activities as well as during the lifetime of the development.

Mr. Mark Vertucci, senior transportation engineer from Fuss & O'Neill, went over the traffic impact study they prepared for the project. Traffic counts were analyzed and showed the 78 apartments are anticipated to generate 42 new trips in the peak morning hour and 61 new trips in the peak evening hour. A capacity analysis for 2018 indicated a very efficient rate of service with the inclusion of the development's traffic with no change in the levels of service. Sight distances exceeded 800' which well exceeds DOT's recommendations showing safe egress will be provided. There are no identifiable accident patterns on Oakland Road. The development will require a submittal to the State Traffic Authority, OSTA, for an administrative review and an encroachment permit will be required from DOT for the driveway curbcut.

Attorney Tim Hollister from Shipman and Goodwin LLP stated the project will be financed through the Connecticut Housing Finance Authority (CHFA) which requires a percentage of units to be preserved for the next forty (40) years for moderate income households. Twenty (20) percent of the units (16 of the 78 total units) are required to be subject to a maximum household income and maximum rent limit for assisted housing. Market rate rents are projected to be in the range of \$1,500 per month for the one bedroom units and two bedroom units in the range of \$2,000 per month. There will be seven (7) one-bedroom units with a maximum rent of \$898 per month and a maximum rental income of \$42,230. There will be seven (7) two bedroom units with a maximum rent of \$1,084 and the annual qualifying income of \$48,240. There will also be one (1) one-bedroom unit with a maximum rent of \$1,125 with a qualifying income of \$49,300 and one (1) two-bedroom unit with a maximum rent of \$1,357 and a qualifying income of \$59,150.

South Windsor has seven (7) percent of its total housing as either deed restricted in conformance with CGS 8-30g or assisted or receiving government housing assistance. This development will boost the town to eight (8) percent. Ten (10) percent provides a town permanent exception from CGS 8-30g housing. There is a provision for a four year moratorium from CGS 8-30g applications which South Windsor will be in a position to apply for after Certificates of Occupancy are issued for this development.

TOWN OF SOUTH WINDSOR
PLANNING & ZONING COMMISSION

MINUTES

-3-

DECEMBER 13, 2016

Chairman Bazzano appointed Alternate Commissioner Parrot to be seated for Commissioner Greer.

Director of Planning Michele Lipe gave staff comments regarding the text amendment followed by comments related to the development:

1. The purpose of this regulation is to allow by special exception multi-family housing suited to the needs of all ages and will meet the definition of governmentally sponsored and publicly financed "assisted living" as defined in CGS 8-30G. The applicant chose to write a text amendment addressing the criteria for this development; however it is written so that it would be difficult for others to take advantage of in the AA-30 Residential zone.
2. With previous elderly housing applications, Metro Realty Group has been a co-applicant with the Town of South Windsor and all previous applications had come in under existing zoning and identifying the components of the regulations they were not conforming to. In this situation, they are writing a new regulation with specific criteria.
3. The regulations bulk requirements reflect the minimum requirements of this project and are written such that no other properties currently meet these requirements. The proposal calls for 80% of the units to be rented at market rate and 20% of the units would be affordable.
4. Staff had reviewed the regulations and had asked for some additional information related to the parking requirement proposed. The applicant has provided data from several projects currently built and occupied in Farmington.
5. Another concern was the lack of specificity of the open space requirement. All of multi-family housing developments have had basic open space requirements (passive and/or active) based on the number of units proposed. The applicant is now providing a provision for a conservation easement. Because of the population that is being attracted, staff would suggest additional recreational elements be added, e.g. playscape, bike racks, etc. be required.
6. The Housing Element of the Town Plan of Conservation includes goals that are relevant to this application, including:
 - Allow flexibility in meeting emerging housing preferences and needs – allow a multi-family type development as a transition.
 - Monitor Housing Affordability - Town could encourage affordable housing and provides such tools as density bonuses to create affordable units.
7. Traffic impacts for the proposed development will be reviewed as part of the application process.
8. This proposal was sent to CRCOG for review and they have offered the following comments:

The staff of the Regional Planning Commission of the Capitol Region Council of Governments has reviewed this referral and finds no apparent conflict with regional plans and policies or the concerns of neighboring towns. The proposed regulation would permit additional housing choice, as well as opportunity to meet the need for affordable housing, and thus supports the Capitol Region Plan of Conservation and Development's regional housing goal to "Increase the range of choice in housing for people of all incomes and all ages, but especially for those who have the least choice in achieving their locational preference."

Director Lipe then gave staff comments regarding the request for Special Exception and Site Plan of Development:

TOWN OF SOUTH WINDSOR
PLANNING & ZONING COMMISSION

MINUTES

-4-

DECEMBER 13, 2016

1. Request for Special Exception under the proposed 7.22 Multifamily Assisted Housing in AA-30 Residential zone and Site Plan of Development approval to construct 78 apartment units on the south side of Oakland Road, westerly of the existing Berry Patch entrance, AA-30 zone.
2. The site is surrounded by residentially-zoned land to the west and north, and senior housing to the south.
3. The application is being submitted as a CGS §8-30g Affordable Housing application. Other similar Metro Realty Group developments were submitted where they were the co applicant with the Town of South Windsor. This development will provide housing suited to the needs of all ages.
4. Special exception review criteria include:
 - The proposal is consistent with the goals and objectives of the Plan of Conservation and Development.
 - The application has met the requirements of the zoning regulations.
 - The land is physically suited to the proposed use.
 - Minimal, if any, adverse environmental impacts are created.
 - No traffic or other hazards will be created.
 - The impacts on the capacity of the present and proposed utilities, street, drainage systems, sidewalks, and other elements of the infrastructure will be minimal.
 - There will be minimal or no adverse effects on existing uses in the area.
 - Surrounding property values will be conserved.
 - The character of the neighborhood will be maintained or minimally disrupted.
 - The general welfare of the community will be served.
 - There is a balance between neighborhood acceptance and community needs.
 - Historic factors are adequately protected; or due consideration to preservation of historic factors has been demonstrated.
 - The overall physical appearance of the proposed development is compatible with surrounding development and the Commission's goals for the neighborhood/corridor.
 - The architectural design is aesthetically pleasing and blends well into the surrounding area.

The Commission may impose additional conditions in accordance with these regulations in order to ensure that all applicable criteria enumerated above and/or within a particular use category are satisfied.

5. Proposed building height is 24 feet; 30 feet allowed. The site size 9+ acres. Minimum required frontage is 500 feet on a State highway. Maximum allowed density is 15 units per net buildable acre; the plan as presented has 15 units per acre.
6. Minimum parking required is 1.7 spaces per unit. The applicant is providing 136 spaces for 78 units.
7. Pedestrian access via bituminous sidewalks has been provided throughout the site. An interconnection is being made to the existing site and a new walkway is being added along the existing Berry Patch entrance. Staff has suggested that the walking path be better defined and way finding signage to be added.

TOWN OF SOUTH WINDSOR
PLANNING & ZONING COMMISSION

MINUTES

-5-

DECEMBER 13, 2016

8. Open space requirement written into the regulations is the dedicated conservation area. Because of the population that is being attracted, staff would suggest additional recreational elements be added, e.g. playscape, bike racks, etc.
9. There is no buffer requirement for this project. There is also a row of large pine trees already existing along the water course and the health of the trees will be reviewed and additional plantings will be added to screen the neighbors to the south. Other trees to be preserved include that large maples along the frontage and relocation of existing trees
10. The development will be serviced by a single access drive off of Oakland Road. The traffic report includes trip generation data from the Institute of Traffic Engineering's Trip Generation Manual. The traffic study submitted indicates that sight line from Oakland Road looking west is adequate.
11. The fire chief and fire marshal have reviewed the plans and changes have been made to satisfy their concerns.
12. The site does contain any regulated wetlands. IWA/CC opened the public hearing on 12/7/16; the hearing has been held open until Dec 21 to address revised comments.
13. Public water and sewer are provided. Water Pollution Control Authority approval is required.
14. Architectural and Design Review Committee reviewed this application on December 1. The Committee was generally satisfied with the proposal and encouraged the preservation of significant trees along Oakland Road.
15. The Town Plan depicts this area as Residential. The Residential category includes medium-high density residential. The Town Plan notes, for example, that medium-high density residential developments might be limited to those areas having direct access to state routes or where they serve to buffer less dense residential developments from commercial development.

The Housing Element of the Town Plan of Conservation includes goals that are relevant to this application, including:

- Allow flexibility in meeting emerging housing preferences and needs – allow a multi-family type development as a transition.
 - Monitor Housing Affordability - Town could encourage affordable housing and provides such tools as density bonuses to create affordable units.
16. This project will provide South Windsor with additional affordable units on the State's "10%" list. While South Windsor has not been able to attain 10% of housing stock as affordable units required by State statutes in order to be exempt from affordable housing appeals, this development will give us enough credits toward a 4-year moratorium from affordable housing appeals suits.
 17. The applicant has submitted an affordability plan that indicates that the applicant will administer the Plan for the duration of the affordability restrictions (however specifics of duration are omitted) unless transferred with notice to the Commission. The Plan also includes an affirmative fair housing marketing plan governing the rental of units; a calculation of the maximum rents under today's median income for the area; a commitment that 20% of the units will be affordable; and a sample Declaration and Agreement of Restrictive Covenants, the terms of which will be amended to reflect CHFA mortgage obligations for this development.
 18. If this application is approved, the Planning Department requests the public hearing stay open to receive a report from the IWA/CC actions and to address the remaining staff comments.

TOWN OF SOUTH WINDSOR
PLANNING & ZONING COMMISSION

MINUTES

-6-

DECEMBER 13, 2016

Town Engineer Jeff Doolittle gave staff comments:

1. Consider making the sidewalks six (6) feet wide where they are adjacent to parking spaces and curbs.
2. A fire truck and other emergency vehicles as well as garbage and service trucks need to be able to easily enter and drive around the site without running into curbs or parked vehicles. The emergency vehicle circulation exhibit dated 11-30-16 shows several places where a fire trucks wheels will be over curbs and very close to parked vehicles. Adjustments to the site layout such as widening all or part of this driveway to 26 feet. Widening the entrance and exit lanes to 18 feet and increasing turning radii should be considered so a fire truck can easily enter and drive around this site.
3. The 18 foot radius on the northern part of the site appears to be too tight. These corners should have 20-25 foot radius to allow more turning room for vehicles.
4. Show a sidewalk connection to the existing sidewalks in Berry Patch I.
5. Most of the proposed retaining walls should be about one (1) foot higher. A profile of all the retaining walls that shows the top and bottom of the walls as well as the adjacent ground needs to be provided to help finalize the elevations before the design of these walls is completed.
6. How will the ground and pathway between units 3 and 4 (FF=123.5) and units 5 (FF=126.5) be graded? The contours and drainage inlet elevations shown indicate slopes between 11% and 16% in this area which is much too steep for a sidewalk cross slope. The grades between these units need to be reviewed and probably revised.
7. The slope of the walk to the entrance on the south side of building 2 is almost 6% which is very steep close to the entrance. This slope should be reduced.
8. Where were TP 11 and 12 taken? I did not see these on the Drainage Plan.
9. The sanitary sewer gravity pipes should have a minimum slope of 2%. If this can not be achieved, show that the anticipated peak flows will achieve a minimum cleansing velocity of 2.5 fps.
10. More information is needed for the sanitary force main including anticipated peak flows, a profile of this line and/or pipe slopes, elevations and pipe type.
11. Design information for the proposed pump station will need to be submitted for review and approval. This includes the anticipated flows, wet well size, volume, pump sizing including design head and flow, elevation of control floats, and volume between on-off-alarm modes, electrical controls building, emergency generator facilities, etc.
12. Show all utility connections (water, sanitary sewer, gas, electric) to all buildings, especially buildings 2, 5, and 6.
13. Show how the drainage area for the water quality basin and stormceptor storm water treatment unit were determined, and how the water quality flow rate and peak flow rate for the stormceptor water treatment unit were calculated.
14. The Stormwater Management Report includes a summary table but I need more information as to how the post development flows for each catchment and the entire site were determined. Please call me to discuss this report.
15. On the Storm Drainage System Maintenance, the underground detention/infiltration system should be inspected annually.

TOWN OF SOUTH WINDSOR
PLANNING & ZONING COMMISSION

MINUTES

-7-

DECEMBER 13, 2016

16. Where will snow cleared from the driveways and parking areas be stored?
17. Include an emergency overflow spillway from the Water Quality Basin toward the pond to the south.
18. The thickness of the process aggregate base for the pavement cross section needs to be determined and shown.
19. For the Infiltration Trench Detail show a minimum of one (1) foot width of stone on both sides of the pipes, or fill the trench width with stone, whichever is greater.
20. Specify the size of the Outlet Control Structure manholes and the location and construction of the weir in each, which are shown differently on the details.
21. Show the maximum slope on the Landscape Collection Area detail.

Chairman Bazzano asked for public comment.

Mr. Robert Dickinson of Birch Street voiced concerns regarding the fire walls between units noting recent fires which spread from unit to unit quickly. He asked if there is adequate sound abatement material in the walls between units and for the width of the walkway to Buckland Road. He noted there does not appear to be a common meeting room for the entire development.

Mr. Tom Delnicki of Felt Road expressed four areas of concern about the proposed development. If there is a failure of the sewer pump station that will be located at the low point next to regulated wetlands, is there a guarantee it will not overflow and does that pump station have emergency generator power on site to insure there is back up power. He asked about their plan for removal of snow and its impact to the area because the density of the development does not afford stockpiling snow on site. He complimented the Berry Patch as a great neighbor because of its screening and asked how the development will be screened and impacts the area. And will there be unintended consequences to other AA-30 areas because of this change to AA-30 zoning.

The Chairman asked for comments from the commissioners.

Commissioner Flagg voiced a concern about the text amendment and asked if the 80/20 ratio of market rate to affordable units could be changed to 75/25. Regarding the site plan Flagg questioned whether the proposed 136 parking spaces will be adequate when it is likely there will be two cars per unit plus visitors if the development is to be marketed to active, affluent residents. He concurred with the Town Engineer about the snow removal where there is no place to push the snow and trucks needed to take it out on an interior roadway wide enough to handle trucks. He encouraged the majority of sidewalks to have a width of five (5) feet.

Commissioner Bonzani asked how market rate and affordable units work within the development. Mr. Sager stated the units are identical but there is roughly a \$900 monthly differential between an affordable and a market rate unit. Mr. Sager clarified tax credits were received from the CT Housing Tax Authority to construct their previous developments but this project will have no subsidy from state or federal government. Twenty percent (20%) is the maximum number of affordable units they can offer for the forty year duration.

Commissioner Bonzani asked, in answer to Mr. Delnicki's question, about a provision for an emergency generator for the sub-pump if it was to fail. Mr. Bernardino stated there is provision for a gas fired emergency generator to be located on site with an alarm system connected to a third party monitoring

TOWN OF SOUTH WINDSOR
PLANNING & ZONING COMMISSION

MINUTES

-8-

DECEMBER 13, 2016

system. Bonzani asked if snow is trucked off site in their other rental developments. Mr. Sager stated they do all their own management and maintenance and remove snow from sites when necessary which has been once every few years.

Secretary Commissioner Dexter asked if there are alternative ways to exit at the light at Felt Road besides the proposed boulevard style entrance. Mr. Bernardino described the two separate driveways of the entrances which can handle emergency vehicles and stated there are no direct paved emergency roadways to be provided but the terrain is minimal in slope and can be driven upon in cases of emergency. Dexter recommended that care be taken in the design of the pumping station as to how it will be installed and that it be sized properly.

Vice Chairman Pacekonis asked Mr. Sager if restrictions were in place to preserve their targeted 'Baby Boomer' model. Mr. Sager stated there can be no restrictions because it would be a fair housing violation. Pacekonis confirmed the need for a bus shelter and noted the absence of sidewalks on Oakland Road and the need for pedestrians to have safe passage. Mr. Sager stated they will take a look at the topic.

The Vice Chairman stated an entry island can be problematic especially with one dedicated entrance/exit and asked how large moving vans can manage the left hand turn with the sizing shown on the plan. Mr. Bernardino stated they can run additional simulations if requested but sizing was calculated for large emergency vehicles. Pacekonis suggested that shortening the island by six or eight feet and moving the tree from the island would improve the left hand turning radius. He voiced concern about walk-ability and emergency situations with one means of egress. Mr. DeMallie referenced an aerial that showed a sidewalk proposed to connect to the existing sidewalk system internal to Berry Patch I and II going to Felt Road including a sidewalk into Wapping Shopping Center. Mr. Bernardino stated they have met with emergency services and discussed access and emergency events and have widened the throats of the driveways which can accommodate emergency vehicles. A secondary means of access is not practical because of the surrounding wetlands.

Pacekonis noted street lights and utility lines are on the opposite side of Oakland from their entrance. Mr. Bernardino stated power and telecommunication lines will come overhead to a pole and then underground throughout the site. Pacekonis voiced concern about parking and availability of visitor parking especially in winter and noted areas on the plan where additional spaces could be added. Mr. Sager indicated they will pencil in the additional parking spaces and pay the additional costs to construct them as needed however they know they have more than enough parking with the floating parking calculations.

The Vice Chair voiced support for preserving the existing trees and asked about the resident's concern about the safety aspects of fire and sound walls between the units. Mr. Charlie Nyberg of Associated Architects stated the buildings will have full fire protection systems and fire separation walls required by code for multifamily units. All building codes and proper sound attenuation STC requirements will be met with stringent requirements from CHFA to be met for financing of the project. Pacekonis asked if a community room was considered for the development. Mr. Sager indicated they did not consider it given the walk-able downtown location of the project with access to venues in which to meet. Pacekonis repeated a request for five (5) foot wide sidewalks to allow bikes to pass more safely. Mr. Bernardino stated the proposed sidewalks for the site will be bituminous and four (4) feet wide throughout the project with (5) walks abutting any parking areas.

TOWN OF SOUTH WINDSOR
PLANNING & ZONING COMMISSION

MINUTES

-9-

DECEMBER 13, 2016

Commissioner Parrott asked if the existing one way road from Berry Patch to Oakland Road would be changed. Mr. Sager stated it will remain the same because there is no sight line to the east. Parrot asked if there will be a pedestrian crosswalk light where the walkway meets Buckland Road. Town Engineer Doolittle stated the town is working on a plan on bringing the pedestrian crossings up to standards. Parrot asked if labeling parking spaces with apartment numbers was possible and if there would be elevators in buildings with one bedroom apartments on each floor. Mr. Sager stated they do not reserve spaces because numbering spaces would take away 'the float' and there would be no elevators in any of the buildings.

Commissioner LeBlanc asked if the walkway to Buckland Road will be maintained throughout the winter months and if the path is lit at night. Mr. Sager stated it will be maintained but it is not illuminated. LeBlanc asked if there were restrictions on parking boats, motorcycles and other vehicles. Mr. Sager noted their house rules which prohibit recreational vehicle storage.

Chairman Bazzano asked how buildings were numbered and about the one bedroom units on first and second floors. Director Lipe stated numbering of buildings will be done at staff level with input from police and fire. Mr. Sager described the layout of the units stacked on top of each other with private exterior entrances. The Chairman brought up Mr. Delnicki's concern for adequate screening of the buildings from the frontage on Oakland Road. Mr. John Stewart, landscape architect with CR3 in Simsbury, described the landscaped screening along Oakland Road to give a variety of sizes and types of trees and vegetation for a residential feel. A fence characteristic of Metro's projects is proposed parallel to Oakland Road which integrates with the tree planting. Chairman Bazzano noted the plainness of the design of the two family building elevations on page A2.10. Mr. Stewart described the complementary landscaping and that Metro would be amenable to densing up the front entrance landscaping. The Chairman asked if that was something that could be looked at after the fact. Director Lipe stated it should be written in as an approval condition at the time of approval.

Chairman Bazzano asked if every unit would need a C.O. for the four year moratorium to take effect. Attorney Hollister stated once the Certificate of Occupancies are issued the town would be in a position to apply to the Department of Housing under the point system for the moratorium. The Chairman verified it was when every C.O. was issued.

The Chairman indicated he would like to see the sidewalk going out to Buckland Road to be five (5) wide. Town Engineer Doolittle confirmed it is presently four (4) feet wide but the sidewalks the Town will be installing on the west side of Buckland Road will be five (5) feet wide. He verified Oakland Road is a state road and the state will be looking at the development from a traffic perspective including turning radiuses. Access for emergency vehicles was reviewed by staff and found the right turn in to be very tight and the left turn in and out better. Mr. Doolittle also noted a provision in the text amendment which reads there will be no sidewalks along the road frontage which would need to be changed if sidewalks are to be considered along Oakland Road.

Chairman Bazzano asked about the ADRC review of the project. Director Lipe indicated the Committee was satisfied with the design but had concern that the significant trees would be preserved along Oakland Road to the maximum extent possible. There was significant discussion about what the four and six unit building elevations looked like along Oakland Road. Vice Chairman Pacekonis asked if something could be done to dress up Building 7 (or Building 1 as indicated on drawing CSP1). The twelve and the four unit buildings closest to Oakland Road appear on the drawings to be pretty bland and are the ones most visible from the road. Architect Nyberg noted the balconies across the façade that would create modulations to break up the

TOWN OF SOUTH WINDSOR
PLANNING & ZONING COMMISSION

MINUTES

-10-

DECEMBER 13, 2016

flatness. Mr. Sager stated they will flush out details on those buildings until the Commission is satisfied with the result.

Vice Chairman Pacekonis made a motion to keep the public hearing open for the special exception site plan of development until January 10, 2017.

Commissioner Parrott seconded the motion.

The motion carried and the vote was unanimous.

Vice Chairman Pacekonis made a motion to close the public hearing for the text amendment.

Commissioner Dexter seconded the motion.

The motion carried and the vote was unanimous.

The public hearing for the text amendment portion of the application closed at 9:54 p.m.

2. PZC sponsored amendment to eliminate in its entirety Section 3.3 Design Residence Zone and add it as an Appendix to the regulations. Any associated references throughout the regulations to the DRZ would be eliminated.

Director of Planning Michele Lipe gave staff comments:

This is a PZC sponsored amendment to eliminate this zone classification from the regulations. I have provided a map for you showing the locations of the Designed Residence Developments as well as the number of units in each development. Town Engineer Jeff Doolittle distributed maps of Design Residence Zones and home values in 2002 and 2016 in South Windsor to commissioners.

1. The origin of this regulation goes back to the late 1980's when the housing market was at peak levels, with prices out of reach of the middle class. Both the State and municipalities began attempting to solve the problem of average people being priced out of the housing market. South Windsor joined in the effort to address lack of affordable housing.
2. The Planning and Zoning Commission's Designed Residence Zone was adopted in May of 1990 and included provisions for Town Council acceptance of units designated as Moderate Price Units. The Designed Residence Zone included density bonuses for the developers in exchange for the dedication of moderate priced housing units to the Town's program. The Program contained the rules for dedicating units, selling and reselling units, applicant eligibility, and use of dedicated premises, as well as provisions for Town Council amendment or termination of the program. Units are dedicated in perpetuity.
3. In the meantime, in July 1990 the State Legislature adopted CGS 8-30g, the Affordable Housing Appeals Act. This legislation allowed developers to bring suit against a municipality that denies a developer's request for approval of affordable housing developments that meet the standards of the statute. The only towns exempt from this legislation are towns with at least 10% of their housing stock meeting the statutory definition of affordable housing. In 1995, CGS 8-30g state law was amended such that the statutory definition of "affordable" set the income limits at 80% of Hartford area median income. As a result, we were not receiving any credit toward the statutory mandate for our MPHP units.
4. The Town Council eliminated the Moderate Price Housing Program in 2010 and released from the deed restrictions on all of the units put into the program. The reason for this was it no longer offered benefits to either the Town or the unit buyers and sellers. Securing new buyers was difficult and potential buyers had

TOWN OF SOUTH WINDSOR
PLANNING & ZONING COMMISSION

MINUTES

-11-

DECEMBER 13, 2016

difficulty obtaining mortgages. Program administration by Town staff is time-consuming with little benefit.

5. The PZC had not entertained any DRZ applications from 1996 through 2014.
6. In 2014, the Town approved 18 units with 4 units being deed restricted as affordable. With the elimination of the town's moderate priced housing program, the affordable units that are now created in DRZ's require the developer create an affordable plan for the units and have deed restricted these units for 40 years, although they do not meet the state's strict definition of affordable housing. The average selling price in this development was \$377,157; and the average affordable price was \$314,305.
7. The Commission approved a second development with 27 units and 5 affordable units however there have not been any sales and a third development with 14 units that still requires special exception/site plan approval. The total housing when all is built will be 321 units.
8. I am providing a map of housing values in Town so you can get a picture of the current value of our housing stock. This mapping illustrates that we have a large number of homes that are more affordable than the housing that is being created in the new DRZ developments. For comparison purposes, I am providing some mapping that was done in 2002 of housing values.
10. The Housing Element of the Town Plan of Conservation does include goals that are relevant to this application, including:
 - Allow flexibility in meeting emerging housing preferences and needs – allow a multi-family type development as a transition.
 - Monitor Housing Affordability - Town could encourage affordable housing and provides such tools as density bonuses to create affordable units.

I would note that the PZC, subsequent to the adoption of the plan, has added a 10 percent affordability requirement in the zoning regulations for any multi-family developments in the Town Center Overlay Zones.

11. The Capitol Region Council of Governments has reviewed this text amendment and offered the following:

If the PZC eliminates this section of the regulations, staff recommends this section be added to the appendix so that we do not make all of the existing projects non-conforming and so we have regulations to guide any changes that may occur within these developments. I would also note for the record that we acknowledge that the School house Road Zone Change has been approved and that a site plan would be filed under the regulations in the appendix.

Town Engineer Doolittle gave no staff comments.

Chairman Bazzano asked for public comment.

No one from the public spoke for or against the text amendment.

Chairman Bazzano asked for comments from commissioners.

Vice Chairman Pacekonis noted that the prices listed for affordable units give sticker shock and throughout South Windsor there is existing housing stock priced at least \$100,000 less. Chairman Bazzano agreed with the Vice Chairman's comment and stated his biggest concern is with density.

TOWN OF SOUTH WINDSOR
PLANNING & ZONING COMMISSION

MINUTES

-12-

DECEMBER 13, 2016

The Chairman closed the public hearing at 10:05 p.m.

3. PZC sponsored amendment to eliminate in its entirety Section 7.17 Senior Residence Development and add it as an Appendix to the regulations. Any associated references throughout the regulations to the SRD would be eliminated.

Director of Planning Michele Lipe gave staff comments:

This is a PZC sponsored amendment to eliminate this zone classification from the regulations. I have provided a map for you showing the locations of the Senior Residence Developments as well as the number of units in each development. Town Engineer Jeff Doolittle distributed a map of Senior Residence Developments in South Windsor and 2015 Housing Data Profiles to commissioners.

1. This is a PZC sponsored amendment to eliminate the Special Exception provision for Senior Residence Developments. The PZC originally adopted regulations for Senior Residence Developments in 1994 and the original regulation had a cap of 70 units. At the time, the goal was to create alternative senior housing at a mid range price range.
2. The stated purpose of this regulation is, “to ensure an adequate supply of senior housing in South Windsor; to promote well-planned, innovative developments which become aesthetically pleasing senior residential environments; to recognize that not all of the housing needs of our community’s elderly population can be met through public elderly housing; to provide for a greater variety of housing for South Windsor’s senior residents; and to foster small senior developments which can be nestled into neighborhoods with minimal impact on surrounding properties.”
3. Senior Residence Developments have ranged in size from 3 units up to the maximum of 25 units. We also have achieved a variety of housing types as we have some developments that are single family units and some that contain attached units. The SRD are limited to 20 residences (or 25 residences with an on-site community room).
4. There is no minimum parcel size. Maximum density for a development consisting solely of single family units is 3 units/acre and developments of mixed multi-family and single-family units is 4 units/acre.
5. Over the years the cap was raised on two different occasions, the most recent in 2002, to the current unit cap of 250 units. We reached that cap with the approval of Smith Corner Estates in 2009. Many of the newer developments provide luxury housing. Some of the later developments had gotten more expensive as developers have added upgrades on the interior of the houses.
6. Since then, we have only had a few developers approach about potential projects; however there have not been any formal requests to increase the number of units.
7. There are a couple areas in the POCD that are relevant. We know from the demographics of our community that we have an aging population and we should be cognizant of the adequacy of the housing needs of seniors. We also have that data illustrated in the 2015 Town Profile.
8. The Housing Element of the Town Plan of Conservation identifies the goal:
 - Allow flexibility in meeting emerging housing preferences and needs – allow a multi-family type development as a transition. In the 2013 update, the PZC at that time suggested that the cap be raised when/if there was a demand, while avoiding over-saturation of housing units that focus on just one demographic (pg 74).
9. CRCOG has reviewed this request and has offered the following comments:

TOWN OF SOUTH WINDSOR
PLANNING & ZONING COMMISSION

MINUTES

-13-

DECEMBER 13, 2016

If the PZC eliminates this section of the regulations, staff recommends this section be added to the appendix so that we do not make all of the existing projects non-conforming and so we have regulations to guide any changes that may occur within these developments.

Town Engineer Doolittle gave no staff comments.

Chairman Bazzano asked for public comment.

No one from the public spoke for or against the text amendment.

Chairman Bazzano asked for comments from commissioners.

Commissioner Parrott asked if the amendment was to pass would someone be prevented from building an over 65 development. Director Lipe stated there would no longer be regulation for them to come under for a senior residence development.

Chairman Bazzano stated South Windsor has done a great job over the years of offering many aspects of senior developments from high cost to more affordable and there are presently plenty of units for sale. The cap on the number of units allowed has held.

The Chairman closed the public hearing at 10:11 p.m.

REGULAR MEETING / COUNCIL CHAMBER

Vice Chairman Pacekonis made a motion to extend the meeting past 10 p.m.

Secretary Commissioner Dexter seconded the motion.

The motion carried and the vote was unanimous.

CALL TO ORDER: Chairman Bazzano opened the Regular Meeting at 10:12 p.m.

PUBLIC PARTICIPATION:

Mr. Robert Dickinson of Birch Street distributed a letter to the commissioners and read it into the record concerning pedestrian safety and suggested sidewalks or paths be required along new developments bordering streets for all new residential and commercial developments (Exhibit B).

NEW BUSINESS: Discussion/Decision/Action regarding the following:

1. **Appl. 16-57P, Metro Realty Group** –request for (1) a text amendment to add new Article 7, Section 7.22 Multifamily Assisted Housing in AA-30 Residential Zone (MAHZ) which includes Purpose; Procedures; Permitted Uses; Bulk requirements; Site and Design requirements and Affordability Plan requirements in accordance with CGS Section 8-30g

Vice Chairman Pacekonis made a motion to approve the text amendment with the following conditions:

1. The Planning and Zoning Commission finds that the zone text is in conformance with the Town Plan of Conservation and Development.
2. The effective date of the zone text is 12/24/16.

TOWN OF SOUTH WINDSOR
PLANNING & ZONING COMMISSION

MINUTES

-14-

DECEMBER 13, 2016

3. Remove text in Section 7.22.13B that reads: No sidewalks shall be required within the public right-of way.
4. Change the text in Section 7.22.3A by increasing the width of one way streets at the entrances to and exits from the development from 16 feet to 18 feet.
5. Add the following language to Section 7.22.13B: All sidewalks within the MAHZ development shall have a minimum width of four (4) feet, and a minimum width of five (5) feet adjacent to parking spaces.

Secretary Commissioner Dexter seconded the motion.

The motion carried and the vote was unanimous.

2. PZC sponsored amendment to eliminate in its entirety Section 3.3 Design Residence Zone and add it as an Appendix to the regulations. Any associated references throughout the regulations to the DRZ would be eliminated.

Vice Chairman Pacekonis made a motion to approve with the following conditions:

1. The Planning and Zoning Commission finds that the zone text is in conformance with the Town Plan of Conservation and Development.
2. The effective date of the zone text is 12/24/16.

Commissioner Bonzani seconded the motion.

The motion carried and the vote was unanimous.

3. PZC sponsored amendment to eliminate in its entirety Section 7.17 Senior Residence Development and add it as an Appendix to the regulations. Any associated references throughout the regulations to the SRD would be eliminated.

Vice Chairman Pacekonis made a motion to approve with the following conditions:

1. The Planning and Zoning Commission finds that the zone text is in conformance with the Town Plan of Conservation and Development.
2. The effective date of the zone text is 12/24/16.

Commissioner LeBlanc seconded the motion.

The motion carried and the vote was unanimous.

4. Appointment of Demolition Delay Committee representative

Commissioner LeBlanc will continue to consider becoming the PZC representative on the Demolition Delay Committee to replace Alternate Commissioner Parrott whose term expires 12/31/16.

5. Appointment of CRCOG Regional Planning Commission representative and alternate

Commissioners considered volunteering to be the PZC representative or alternant to the CRCOG Regional Planning Commission. Meetings are held at 7 p.m. on the second or third Thursday of every other month in the West Hartford Town Hall. The meetings for 2017 will be held on January 19, March 9, May 18, September 14, and November 16, 2017.

TOWN OF SOUTH WINDSOR
PLANNING & ZONING COMMISSION

MINUTES

-15-

DECEMBER 13, 2016

BONDS: Callings/Reductions/Settings

MINUTES: Minutes of 11/15/16 and 11/29/16 Special Meeting approved by consensus.

APPLICATIONS OFFICIALLY RECEIVED:

OLD BUSINESS:

Director of Planning Lipe described a request from Kaz Equipment located on South Satellite Road to add a line of trailers they would like to sell in association with the heavy equipment they sell by special exception in the industrial zone. The Commission agreed by consensus there is no conflict to selling the trailers in addition to the heavy equipment allowed by special exception.

Chairman Bazzano agreed with Mr. Dickinson and the letter he submitted requiring sidewalks for all new residential and commercial developments and thanked Mr. Dickinson for all his efforts on the subject. Commissioner Flagg concurred. Director Lipe stated a sidewalk requirement can be added to the Subdivision and/or Zoning Regulations.

OTHER BUSINESS:

CORRESPONDENCE / REPORTS:

ADJOURNMENT:

Motion to adjourn the Regular Meeting at 10:30 p.m. was made by Vice Chairman Pacekonis
Seconded by Secretary Commissioner Dexter
The motion carried and the vote was unanimous.

Respectfully Submitted,
Lauren L. Zarambo
Recording Secretary

