

# **Town of Brookfield, Connecticut**

## **Application for Certificate of Affordable Housing Completion**

**April 21, 2021**



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

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

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



**TOWN OF BROOKFIELD**

BROOKFIELD, CT 06804

March 17, 2021

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

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

Dear Commissioner Mosquera-Bruno:

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

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

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

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

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

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



## TOWN OF BROOKFIELD

BROOKFIELD, CT 06804

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

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

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

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

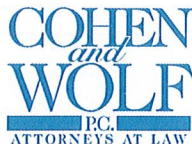
Alice W. Dew  
Brookfield Land Use Director  
[adew@brookfieldct.gov](mailto:adew@brookfieldct.gov)

Patricia C. Sullivan  
(203) 337-4124  
[psullivan@cohenandwolf.com](mailto:psullivan@cohenandwolf.com)

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

Sincerely,

Steve Dunn,  
First Selectman,  
Town of Brookfield



PATRICIA C. SULLIVAN

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

March 30, 2021

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

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

Dear Commissioner Mosquera-Bruno:

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

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

**Brookfield Village**

**800 Federal Road and 7 Station Road:**

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

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

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

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

Carlin's Way  
1 and 3 Carlin's Way:

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

Towne Brooke Commons:

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

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

(a) The site plan application for this 102-unit set-aside development was filed with the Brookfield Zoning Commission on September 29, 2000 and is therefore subject to Connecticut Public Act 99-261 (the "Act"). The Act required that 25% of the units in this development be restricted as affordable housing units for a period of 30 years. The Act also provides that 10% of the units (11 units) must be rented to persons and families whose income is less than or equal to 60% of the area median income or the State median income, whichever is less, and the remainder of the affordable units (15) must be rented to persons and families whose income is less than or equal to 80% of the area median income or the State median income, whichever is less.

(b) The property on which the development was constructed (the "Property") has been conveyed by deeds that do not contain specific affordable housing covenants or restrictions. Rather, the deeds provide that the Property is subject to the Site Plan Modification Approval issued by the Town of Brookfield and recorded in Volume 528 at Page 271 of the Brookfield Land Records. The Site Plan Modification Approval recognizes that the development is an affordable housing development under Section 8-30g of the Connecticut General Statutes, and Mr. Santoro has informed the undersigned that the Department of Economic and Community Development counts the units in Towne Brooke Commons on its Affordable Appeals list.

(c) It should be noted that the Town has not utilized all of this development's eligible HUE points, and that the Town reserves **40.25 points for future applications** for Certificates of Affordable Housing Completion that may be filed. The Town has claimed 23.25 HUE points for the purpose of this application.

March 30, 2021  
Page 3

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

Sincerely,

*Patricia C. Sullivan*

Patricia C. Sullivan

PCS/rpr

cc: Town of Brookfield



## TOWN OF BROOKFIELD

BROOKFIELD, CT 06804

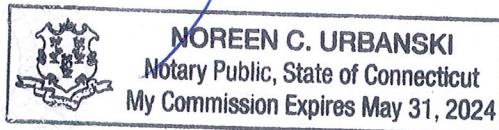
### CERTIFICATION OF NO DEDUCTIONS

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

Alice W. Dew, Land Use Director

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

Notary Public



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

**Narrative: Projects Qualifying for Housing Unit-Equivalency Points**

**SET-ASIDE DEVELOPMENTS (8-30g)**

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

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

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

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

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

Carlin's Way is an affordable housing development with 5 homes, 2 of which are affordable.

This allows for 2 homes at 80% (1.5 points) for a total of **3.0 points** with 3 homes at market rate for .75 per unit for a total of **3.75 points**.

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

**Total HUE points: 132.75**





## TOWN OF BROOKFIELD

BROOKFIELD, CT 06804

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

#### Brookfield Village:

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

5 units @ market rate x .25 = 1.25 points

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

27 units @ 60% x 2 points = 54 points

Total points for 48 units (CHFA) = 88.75 Points

#### Carlin's Way: 5 homes with 2 affordable

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

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

HUE reserved from 2017 moratorium: 40.25 Points

**Total: 132.75 Points**

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



**TOWN OF BROOKFIELD**

BROOKFIELD, CT 06804

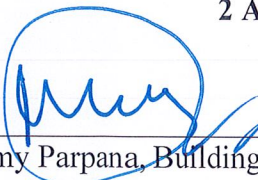
**CERTIFICATION OF CERTIFICATES OF OCCUPANCY**  
**Brookfield Application for State Certificate of Affordable Housing Completion**

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

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

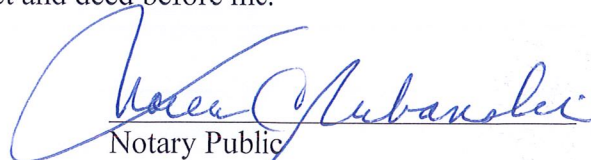
<b>Carlin's Way</b>		
5 Homes with 2 Affordable units	Issued	<b>2 Affordable Units</b>

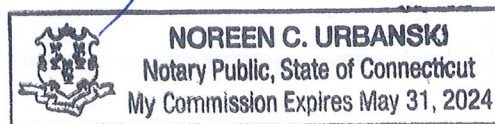
State of Connecticut  
County of Fairfield

 3-17-21  
Demy Parpana, Building Official

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

March 17, 2021  
Date

  
Notary Public





**CERTIFICATE OF OCCUPANCY  
TOWN OF BROOKFIELD**

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

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


DESIGN OCCUPANT LOAD: 383

**DESCRIPTION OF WORK**

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

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

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

  
\_\_\_\_\_  
William Babyak  
Assistant Building Official

**COPY**

## Alice Dew

---

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

Please see below from the management company.

Sent from Allan Rothman's iPhone

Begin forwarded message:

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

Hi,

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

Counts are as follows:

BLDG 4:

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

BLDG 1:

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

Thanks,

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



# TOWN OF BROOKFIELD

BROOKFIELD, CT 06804

November 21, 2014

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

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

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

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

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

Confirmed and Approved by:

Alice W. Dew, Zoning Enforcement Officer  
Town of Brookfield, 100 Pocono Road, Brookfield, CT 06804

Date:

11/21/14

WARRANTY DEED - 1 CARLINS WAY, BROOKFIELD, CONNECTICUT 06804

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

KNOW YE, THAT Wilpak L.L.C., a corporation existing under the laws of the State of Connecticut for the consideration of TWO HUNDRED FORTY-TWO THOUSAND DOLLARS AND - - - - - NO/100 received to his full satisfaction of Dean E. Esposito

does give, grant, bargain, sell and confirm unto the said Dean E. Esposito

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

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

IN WITNESS WHEREOF, Wilpak L.L.C., a corporation existing under the laws of the State of Connecticut has hereunto set its hand this 2nd day of July, 2008. Signed and Delivered in the presence of (Type or Print name below each signature.)

WITNESS: Witness Erik Kukk By: Stephen R. Payuk, It's Member (Seal) GRANTOR: Wilpak L.L.C. Stephen R. Payuk, It's Member

Witness Paula Kukk PAULA KUKK (Corporate Seal)

STATE OF Connecticut } ss. July 2nd, 2008 COUNTY OF Fairfield

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

Conveyance Tax Received 2/210 Jean M. Locke TOWN CLERK OF BROOKFIELD

Erik Kukk Printed Name: Erik Kukk Commissioner of Superior Court My commission expires Conveyance Tax Received

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

605 Jean M. Locke TOWN CLERK OF BROOKFIELD

WARRANTY DEED - 1 CARLINS WAY, BROOKFIELD, CONNECTICUT 06804

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

KNOW YE, THAT Wilpak L.L.C., a corporation existing under the laws of the State of Connecticut for the consideration of TWO HUNDRED FORTY-TWO THOUSAND DOLLARS AND - - - - - NO/100 received to his full satisfaction of Dean E. Esposito

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

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

has hereunto set its hand this 2nd day of July, 2008. Signed and Delivered in the presence of (Type or Print name below each signature.)

WITNESS:

GRANTOR: Wilpak L.L.C.

Erik Kukk (Signature)
Witness ERIC KUKK
Paula Kukk (Signature)
Witness PAULA KUKK

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

(Corporate Seal)

STATE OF Connecticut
COUNTY OF Fairfield

} ss. July 2nd, 2008

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

1210 Jean M. Locke
TOWN CLERK OF BROOKFIELD

Erik Kukk (Signature)
Printed Name: Erik Kukk
Commissioner of Superior Court
My commission expires
Conveyance Tax Received

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

605 Jean M. Locke
TOWN CLERK OF BROOKFIELD



**SCHEDULE A**  
(Legal Description)

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

Said premises are subject to the following:

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

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

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

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

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

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

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

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

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

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

JUL 07 2008  
Received for Record  
at 8 h 47 m A M and recorded by  
*[Signature]*  
BROOKFIELD TOWN CLERK



# 3 Carlin's Way

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000192

WARRANTY DEED

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

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

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

SEE ATTACHED SCHEDULE A

Conveyance Tax Received

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

Conveyance Tax Received

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

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

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

IN WITNESS WHEREOF,  
Wilpak, L.L.C., a corporation existing under the laws of the State of Connecticut  
has hereunto set its hand this 13th day of December, 2007.  
*Signed and Delivered in the presence of (Type or Print name below each signature.)*

WITNESS:

*Erik Kukk*  
Witness Erik Kukk  
*Paula Kukk*  
Witness PAULA KUKK

GRANTOR:  
Wilpak, L.L.C.  
By: *Stephen R. Payuk* (Seal)  
Stephen R. Payuk, It's Member

(Corporate Seal)

STATE OF Connecticut } ss. December 13th, 2007  
COUNTY OF Fairfield }

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

*Erik Kukk*  
Erik Kukk  
Commissioner of Superior Court

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

**SCHEDULE A**  
(Legal Description)

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

Said premises are subject to the following:

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

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

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

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

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

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

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

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

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

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

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

Received for Record	JAN 16 2008
at	11 h 15 m A.M. and recorded by
<i>Jean M. Sucko</i>	
BROOKFIELD TOWN CLERK	



**AFFORDABILITY PLAN**

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

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

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



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

I. **Units Designated for Housing Opportunity Development.**

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

II. **Forty (40) Year Period.**

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

III. **Pro-Rata Construction and Dispersion.**

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

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

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

V. **Entity Responsible for Administration and Compliance.**

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

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

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

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

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

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

VII. **Purchase Eligibility.**

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

VIII. **Application Process.**

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

*A. Application Form*

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

*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.

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

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

*C. Verification of Applicant's Income.*

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

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

**IX. Maximum Initial Sale Price and Maximum Resale Price.**

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

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

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

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

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

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

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

X. **Downpayments.**

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

XI. **Rights and Privileges.**

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

XII. **Principal Residence.**

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

XIII. **Requirement to Maintain Condition.**

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

XIV. **Resale of a Housing Opportunity Unit.**

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

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

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

**XV. Enforcement.**

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

**XVI. Deed Restrictions.**

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

**XVII. Binding Effect.**

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



**SCHEDULE A**

**PHASE AND DESIGNATION OF  
HOUSING OPPORTUNITY UNITS**

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

**SCHEDULE B**

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

**SPECIFICATIONS:**

**FRAMING & EXTERIOR:**

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

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

Floor Joists: 2" x 10" Hem Fir

Headers: 2" x 10" Hem Fir

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

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

Sub-Floor 1<sup>st</sup> Floor Concrete

2<sup>nd</sup> Floor ¾" T&G Plywood

Exterior Sheathing: ½" OSB

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

Exterior Doors:

Front: Pre-hung metal Peachtree or equal

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

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

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

Insulation:

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

Flat Ceilings: 12" Fiberglass (R-38)

Cathedral Ceilings (R-30)

Siding: Vinyl

Gutters: Aluminum, choice of white or brown

Exterior Deck with pressure treated lumber 24 ft. by 10 ft. with stairs built to code  
Walkway to be concrete poured.

Driveway to be paved.

Front landing to be pre-fab concrete.

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

**INTERIOR:**

Drywall Construction: ½" sheetrock with 3 coats taping

Tub area: ½" water resistant sheetrock

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

(Kitchen/vanities/countertops) included in contract price

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

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

Mirrors: Client selection (allowance \$200.00)

Interior doors: 6 panel fibre, raised panel

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

**ALLOWANCES:**

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

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

**FLOORING:**

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

**ELECTRICAL: Complete electrical installation as follows:**

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

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

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

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

**MISCELLANEOUS:**

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

**HOUSE TO BE BUILT AS PER PLANS AND SPECIFICATIONS**

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

**SPECIFICATIONS:**

**FRAMING & EXTERIOR:**

Exterior Walls: 2" x 4" Doug Fir 16"/O.C.  
Interior Walls: 2" x 4" Doug Fir 16"/O.C.  
Floor Joists: 2" x 10" Hem Fir  
Headers: 2" x 10" Hem Fir  
Ceiling Joists: 2" x 8" Hem Fir 16"/O.C.  
Rafters: 2" x 8" Hem Fir 16"/O.C.  
Sub-Floor 1<sup>st</sup> Floor Concrete  
2<sup>nd</sup> Floor ¾" T&G Plywood  
Exterior Sheathing: ½" OSB  
Roof: Owens Corning, (or equal), Fiberglass roof shingles. Choice of color from  
builders selection.  
Exterior Doors:  
Front: Pre-hung metal Peachtree or equal  
Hardware: Quickset with entry lock (allow: \$50.00 each)  
Windows: MW, Silverline (or equal), double hung window, insulated with  
screens & grills  
Two (2) garage doors with openers \$1500 allowance 2-8 ft. sliders  
Insulation:  
Walls: 3-5/8" Fiberglass (R-13)  
Flat Ceilings: 12" Fiberglass (R-38)  
Cathedral Ceilings (R-30)  
Siding: Vinyl  
Gutters: Aluminum, choice of white or brown

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

**INTERIOR:**

Drywall Construction: ½" sheetrock with 3 coats taping  
Tub area: ½" water resistant sheetrock  
Cabinets/vanities: Builders selection (allowance \$10,000.00)  
(Kitchen/vanities/countertops) included in contract price  
Kitchen and bath countertops: Formica / Corian with 4" backsplash  
Appliances: Refrigerator, dishwasher, stove, microwave \$2500.00 allowance  
Mirrors: Client selection (allowance \$200.00)  
Interior doors: 6 panel fibre, raised panel  
Hardware: Quickset (allowance \$30/each)  
Interior trim: \*Door casing: 2-1/2" finger jointed painted colonial

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

**ALLOWANCES:**

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

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

**FLOORING:**

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

**ELECTRICAL: Complete electrical installation as follows:**

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

Two (2) outside GFI receptacles (located & installed per code)

Wiring for the following: washer, dryer, dishwasher, range

Two (2) outside double spotlights, 1-garage, 1-backyard

All plugs and switches

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

**CLEANING:** The house will be "broom cleaned" at the time of closing

The windows will have all stickers and paint removed

All carpets, walls & floors will be free of dirt and in move-in condition

**MISCELLANEOUS:**

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

**HOUSE TO BE BUILT AS PER PLANS AND SPECIFICATIONS**

SCHEDULE C  
DEFINITIONS AND ELEMENTS OF ANNUAL FAMILY INCOME

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

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

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



## SCHEDULE D DOCUMENTATION OF INCOME

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

1. Employment Income.

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

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

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

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

3. Unemployment Compensation.

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

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

4. Government Assistance.

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

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

5. Alimony or Child Support Payments.

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

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

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

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

6. Earned Income Tax Credit.

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

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

7. Net Income from a Business.

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

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

8. Recurring Gifts.

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

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

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

10. Family Assets Currently Held.

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

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

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

- (a) Applicant's certification as to whether it has disposed of assets for less than FMV during the two (2) years preceding the Application Date.
- (b) If the Applicant states that it did dispose of assets for less than FMV, then a written statement by the Applicant must include the following:
  - (i) A list of all assets disposed of for less than FMV;
  - (ii) The date Applicant disposed of the assets;
  - (iii) The amount the Applicant received; and
  - (iv) The market value to the asset(s) at the time of disposition.

12. Savings Account Interest Income and Dividends.

(a) Account statements, passbooks, certificates of deposit, etc., if they show enough information and are signed by the financial institution.

(b) Broker's quarterly statements showing value of stocks or bonds and the earnings credited the Applicant.

(c) If an IRS Form 1099 is accepted from the financial institution for prior year earnings, the Administrator must adjust the information to project earnings expected for the next twelve (12) months.

13. Rental Income from Property Owned by Applicant.

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

(a) IRS Form 1040 with Schedule E (Rental Income).

(b) Copies of latest rent checks, leases, or utility bills.

(c) Documentation of Applicant's income and expenses in renting the property (tax statements, insurance premiums, receipts for reasonable maintenance and utilities, bank statements or amortization schedule showing monthly interest expense).

(d) Lessee's written statement identifying monthly payments due the Applicant and Applicant's affidavit as to net income realized.

14. Full-Time Student Status.

(a) Written verification from the registrar's office or appropriate school official.

(b) School records indicating enrollment for sufficient number of credits to be considered a full-time student by the school.

**SCHEDULE E  
DEED RESTRICTIONS**

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

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

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

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

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

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

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

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

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

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

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

Received for Record AUG - 2 2007  
at 4:00 PM and recorded by  
*Jean M. Locke* N/C  
BROOKFIELD TOWN CLERK



## TOWN OF BROOKFIELD

BROOKFIELD, CT 06804

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

# Reserved Points from 2017 Moratorium

## Towne Brooke Commons – Family Rental Units

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

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

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

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



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

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

\*\* 23.25 HUE pts Claimed

\*\* 40.25 HUE pts Reserved

## CALCULATION OF HOUSING UNIT-EQUIVALENT POINTS

Project Name : Town Brooke Commons

Address: 5 Nabby Road

Developer / Owner / Person or Equity responsible for Compliance:

**Name:** Towne Brooke Commons Apartments

**Address:** 5 Nabby Road

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

**Phone:** 203-775-9991

**Email:** lenonieves@crpropertymgmt.com

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

Set-Aside development consists of 102 total rental units, including 26 affordable units.  
Approved by the Zoning Commission under 8-30g as in effect on September 29, 2000.  
Development restricted for 30 years from date of the Certificate of Occupancy.

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

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

(Continued on next page)

**CALCULATION OF HOUSING UNIT-EQUIVALENT POINTS (Continued)**

Project Name : Town Brooke Commons

Address: 5 Nabby Road

Developer / Owner / Person or Equity responsible for Compliance:

**Name:** Towne Brooke Commons Apartments

**Address:** 5 Nabby Road

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

**Phone:** 203-775-9991

**Email:** lenonieves@crpropertymgmt.com

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

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

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

**Existing / Affordable Housing Developments**

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

**Approved / Planned Affordable Housing Developments**

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