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TOWN OF BROOKLYN

P.O. Box 356 - Route 6 and 169
BROOKLYN, CONNECTICUT 06234

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TOWN CLERK, BROOKLYN, CT

Board of Selectmen
Special Meeting Minutes
Thursday, December 19, 2013
4:30 pm Brooklyn Town Hall

Present: Rick Ives, Joseph Voccio, Robert Kelleher and Sherri Soucy

1. The meeting was called to order at 4:44 pm.
2. There was discussion on the Agreements, Contracts or Lease of Town Owned Property ordinance. (see attached) A motion was made by Robert Kelleher to present to Town Meeting the following: Ordinance Requiring Town Meeting Approval on the Sale, Lease or Transfer of Town Owned Real Property: Town Meeting approval shall be required before the Town of Brooklyn sells, leases or transfers any real property owned by the Town of Brooklyn. This ordinance shall become effective fifteen (15) days following publication of its approval thereof in a newspaper having a circulation in the Town of Brooklyn. Joseph Voccio seconded the motion. All members in favor so voted.
3. There was discussion on the Community Center Agreement/Brooklyn Housing Authority. (see Attached) Item #6 of the contract was discussed and there was discussion on security interest. The document will be sent to the Housing Authority for review
4. There was no public comment
5. A motion was made by Joseph Voccio to adjourn at 5:50 pm. Robert Kelleher seconded the motion. All members in favor so voted.

Sherri A. Soucy
Sherri A. Soucy

**ORDINANCE REQUIRING TOWN MEETING APPROVAL ON THE SALE, LEASE
OR TRANSFER OF TOWN OWNED REAL PROPERTY**

Town Meeting approval shall be required before the Town of Brooklyn sells, leases or transfers any real property owned by the Town of Brooklyn.

This ordinance shall become effective fifteen (15) days following publication of its approval thereof in a newspaper having a circulation in the Town of Brooklyn.

Approved:

Published:

Effective:

CONTRACT

PARTIES TO THE AGREEMENT:

- (a) Town of Brooklyn, 4 Wolf Den Road, Brooklyn, CT 06234 ("Town")
- (b) Brooklyn Housing Authority, Brooklyn CT 06234 ("Housing Authority")

RECITALS:

1. The Housing Authority owns the real property, and the building, improvements and grounds thereon, located at 31 Tiffany Street, Brooklyn, Connecticut, which property is commonly known as the "Brooklyn Community Center" (sometimes referred to herein as the "Premises").
2. For numerous years, the Town has utilized and managed the Brooklyn Community Center for municipal and other purposes.
3. The Town and Housing Authority mutually desire that the Town continue such use and management of the Brooklyn Community Center, and wish to hereby reduce their arrangement to writing in accordance with and subject to terms hereinafter set forth.

AGREEMENTS:

1. The Housing Authority hereby delegates to the Town the duty of managing the use and operation of the Premises. The Housing Authority shall not charge the Town any rent or other charge for its use of the Premises. The Town shall discharge its management duty through its Board of Selectman or such other Department, Board or Commission as the Board of Selectman may designate. In discharging its management functions, the Town, in its sole discretion, shall determine the hours of operation of the facility, which persons, groups, agencies, departments or other entities or organizations may take advantage of the Premises for private, for profit or non-profit purposes and/or community activities, and such other matters as are customarily required to manage the use and operation of a community center. A calendar shall be kept by the Town and applicants wishing to utilize community room(s) at the Premises and/or the grounds thereof shall contact the Town to determine the requirements and availability of same.
2. The Town has the authority to enter into such subordinate agreements, including without limitation long or short term leases, for use of the Premises and/or any portion thereof, for private, for-profit and non-profit purposes as the Town deems fit, upon such terms, duration (including but not limited to leases with terms extended beyond the Term of this Agreement), rent and other conditions as the Town deems appropriate in its discretion. Priority shall be given to non-profit activities, agencies and organizations. Revenues derived from any such agreements, if any, shall be retained by the Town to defray the Town's costs related to the management of the Premises, including without limitation the Town's cost of insurance, utilities, maintenance and repairs upon the Premises.
3. The Town shall insure the Premises against fire hazard and other loss, and shall maintain adequate liability insurance to protect the Town and Housing Authority from any claims by third parties for injuries allegedly sustained in the use of the Premises. All such insurance policies shall name the Brooklyn Housing Authority and the Town of Brooklyn as their interests may appear as a loss payees and insureds. In the event of a payment to satisfy a loss due to fire or other hazard, the Housing Authority, after consultation with the Town's Board of Selectmen, may elect to apply such payment to the repair and/or restoration of the damage to the Premises. The Housing Authority shall notify the Board of Selectman as to whether it intends to repair and/or restore the damage to the Premises within thirty (30) days of being notified by the Town that damage has occurred at the Premises, or if later, within thirty (30) days of being notified by insurance as to whether the damages is covered under the policy. In the event that the Housing Authority decides not to undertake repair and/or restoration with the insurance proceeds, the Town shall be entitled

to terminate its obligations under this Agreement for cause, as more fully set forth in paragraph 7, below.

4. The Town shall be responsible for the payment of utilities utilized upon the Premises, and for performing, at the Town's cost, normal and routine maintenance (such as lawn care, snow removal, etc.), repairs and replacements. The Town and Housing Authority will seek grant funding for any capital repairs and/or replacements that may occur (i.e., Repairs or replacements to the structure of the building, including without limitation the roof, as well as repairs and/or replacements involving heating, plumbing and electrical, security and/or other building systems, or such other repairs and/or replacements of a capital and/or significant and/or non-routine nature). Subject to Section 5 of this Agreement, in the event sufficient grant funding cannot be obtained to cover the capital repair costs, and insurance proceeds are not available to cover same, the Town shall be responsible for performing, at its cost, such repairs unless such repairs were necessitated by the gross negligence and/or willful misconduct of the Housing Authority, in which case the Housing Authority shall pay for same.
5. In the event the Housing Authority sells the Premises to a third party or this Agreement is terminated by either party, the Town shall be entitled to recapture its expenditures (including but not limited to any grants or other loans that require repayment) spent on capital repairs and/or replacements (as described in Section 4 hereof) related to the Premises if such expenditures were incurred by the Town within the five (5) years immediately preceding the sale and/or termination date of this Agreement, based on the following formula:
 - a. One Hundred (100%) percent of the Town's capital repair expenses incurred within the one (1) year period prior to the date of the sale or termination;
 - b. Eighty (80%) percent of the Town's capital repair expenses incurred more than one (1) year prior to, but within two (2) years of, the date of the sale or termination;
 - c. Sixty (60%) percent of the Town's capital repair expenses incurred more than two (2) years prior to, but within three (3) years of, the date of the sale or termination;
 - d. Forty (40%) percent of the Town's capital repair expenses incurred within three (3) years prior to, but within four (4) years of, the date of the sale or termination;
 - e. Twenty (20%) percent of the Town's capital repair expenses incurred within four (4) years prior to, but within five (5) years of, the date of the sale or termination;
 - f. Zero (0%) percent of the Town's capital repair expenses more than five (5) years immediately preceding the date of the sale or termination;

In the event the Town has a recapture claim as set forth in this Section 5, it shall notify the Housing Authority of same in writing within one hundred twenty (120) days of the date of the sale and/or termination date of this Agreement, along with supporting documentation of the claimed expenditures. Unless the parties otherwise agree in writing, the recaptured expenditures shall be reimbursed to the Town within one (1) year of such sale and/or termination date. If there is any dispute regarding the claimed expenses, the parties shall first meet in good faith to try to amicably resolve same, and if either party refuses to meet and/or the parties are unable to resolve such dispute as a result of such meeting, they shall submit the issue to binding arbitration with the American Arbitration Association.

6. The Town shall have a right of first refusal with regard to any sale involving the Premises. Prior to the Housing Authority selling the Premises, or any portion thereof, to any third party, the Housing Authority shall first offer the Premises, or the portion thereof subject to the proposed sale, to the Town at the same price and upon the same terms and conditions offered by any third party, and the Town shall have the first option to purchase the Premises, or the portion thereof subject to the proposed sale, upon such terms and conditions. Such offer by the Housing Authority to the Town shall be in writing and shall be accompanied by the offer to or of such third party and the proposed purchase and sale agreement or other written memorandum and/or instrument setting forth the

proposed purchase price and other terms and conditions of the proposed purchase by the third party; provided the Town shall be entitled to a credit towards said purchase price equal to the expenditure recapture amounts determined in accordance with the recapture formula set forth in Section 5. In the event that the Town does not give written notice of its election to exercise its right of first refusal within sixty (60) days after the Town's receipt of the offer from the Housing Authority, the Housing Authority shall be free to sell to the third party upon and only upon all of the same terms and conditions as contained in the original offer to the Town free of all rights of first refusal granted to Town hereunder; provided, however, should the Housing Authority fail to consummate the sale with the third party within six (6) months after said sixty (60) day period expires, and/or within six (6) months after the Town's earlier rejection of the offer within said sixty (60) day period if applicable, the Town's right of first refusal rights set forth in this Section 6 shall be reinstated and the right of first refusal procedure set forth in this section 6 shall be re-performed. The Town's rights of first refusal rights shall survive for one (1) year following termination and/or expiration of this Agreement, and this Agreement, and/or a memorandum hereof, may be recorded on the Land Records to memorialize the Town's rights set forth herein.

7. This Agreement shall commence on the date it is fully signed by both parties below, and shall continue in effect for one (1) year, unless sooner terminated in accordance with the terms hereof; provided, this Agreement shall automatically renew each year for successive one (1) year intervals unless either party shall give the other party at least one year's written notice of its intent to terminate without cause. In the event either party believes the other party is in default of its obligations under this Agreement, such party shall provide the other party with notice of same, and such "breaching party" shall have a period of fifteen (15) days to cure such default (or if not susceptible to cure within 15 days, for such period of time as shall be reasonably necessary to cure such default so long as the "breaching party" commences to cure such default within the original 15 day cure period and prosecutes same to completion with reasonable diligence until cured. Should the "breaching party" fail to cure the breach within the time period above after receipt of such default notice, this Agreement may be thereafter terminated "for cause" by the non-breaching party upon thirty (30) days' written notice to the breaching party.

Dated at Brooklyn, Connecticut this _____ day of _____, 2013.

TOWN OF BROOKLYN:

BROOKLYN HOUSING AUTHORITY:

By: _____
Austin Tenner
Its First Selectman

By: _____
Bruce Parsons
Chairman