

TAX ABATEMENT AGREEMENT  
Between  
THE CITY OF NEW HAVEN  
And  
THE NEW HAVEN JEWISH FEDERATION  
HOUSING CORPORATION

THIS AGREEMENT, entered into this 31<sup>st</sup> day of *December*, 1980, by and between the CITY OF NEW HAVEN and THE NEW HAVEN JEWISH FEDERATION HOUSING CORPORATION.

WITNESSETH THAT the parties hereto have agreed as follows:

Section 1. Defined Terms.

For the purposes of this Agreement, the following terms shall have the meanings, respectively, ascribed to them below:

(a) "The City" shall mean the City of New Haven, Connecticut, organized and existing by virtue of an act of the General Assembly of the State of Connecticut and shall include any successor in interest whether by act of a party or parties to this Agreement or by operation of law or otherwise.

(b) "The Owner" shall mean The New Haven Jewish Federation Housing Corporation and shall include any successor in interest or assign whether by act of a party or parties to this Agreement or by operation of law or otherwise.

(c) "The Agency" shall mean the New Haven Redevelopment Agency created under the authority of Chapter 130 of the General Statutes of the State of Connecticut, Revision of 1958, and by Order of the Board of Aldermen of the City of New Haven adopted August 7, 1950, and shall include any successor in interest whether by act of a party to this Agreement or by operation of law or otherwise.

(d) "Community Development Act" shall mean Chapter 133 of the General Statutes of the State of Connecticut, Revision of 1958, effective July 1, 1967, and as the same may hereafter be amended.

(e) "The Property" shall mean (see Exhibit "A" attached).

(f) "The Project" shall mean the Property and the improvements constructed or rehabilitated thereon, consisting of 150 dwelling units and related improvements developed under a mortgage by the United States of America.

(g) "Gross Family Income" means the aggregate family income, as defined from time to time by the Federal Housing Administration.

(h) "Taxes" means the real and personal property taxes assessed and levied by the City pursuant to Chapters 203 and 204 of the General Statutes, and includes each installment and part thereof due the City, as such taxes may hereafter be increased or decreased as a result of increases or decreases in the assessed valuation of the Project, or in the tax rate for the City.

Section 2. Abatement

The City shall in each tax year abate the taxes payable by the Owner the difference between six (6%) percent of the gross rent and the full amount which the Owner would be obligated to pay to the City in the absence of such agreement, as specified in the tax bill sent by the Collector of Taxes to the Owner in each such year. Such abatement shall not be conditioned on the State's reimbursement to the City for said abatement.

Section 3. Use of Abated Taxes.

The Owner shall, subject to the approval of the Agency, use the monies which, but for the abatement provided in Section 2, it would otherwise have paid to the City, for one or more of the following purposes: To reduce rents below the levels which would be achieved in the absence of such abatement, to effect occupancy of such housing by persons and families of varying income levels within limits determined by the commissioner by regulation, to improve the quality and design of such housing, or to provide necessary related facilities or services in such housing.

Section 4. No Contract Right to Benefits.

No family receiving tax abatement benefits pursuant to this Agreement shall have a contractual right to such benefits or any rights under or by virtue of this Agreement or otherwise, and the Occupancy Agreement shall so state. The Owner, subject to the approval of the Agency, shall reserve the right to terminate, suspend, or reduce the allowance of tax abatement benefits for any or all of the families receiving such benefits by notice in writing to such family, not less than thirty days before the effective date of such termination, suspension, or reduction, if such termination, suspension, or reduction becomes necessary, in the judgment of the Owner, subject to the approval of the Agency, for any of the reasons stated in Section 9 hereof.

Section 5. Inspection, Audit and Access to Records.

(a) To ascertain that the tax abatement benefits granted hereunder are being properly utilized in accordance with this Agreement, the State of Connecticut, the City, and the Agency by their duly designated agents, shall have full and free access to the Project, to the separate dwelling units therein and to the occupants thereof, and to all books, accounts, documents, papers and records of the Owner, and shall have the right to audit and make copies of and excerpts from the same.

(b) The Owner shall maintain records which will fully disclose:

- i. The name, yearly income and occupation of each resident in the Project.
- ii. The number of rooms in each dwelling unit and the number of persons actually residing in each such unit.
- iii. The monthly carrying charge required to be paid for each dwelling unit.
- iv. The disposition by the Owner of the tax abatement benefits.

All such records shall not be considered public records, but shall be made available at any time during regular business hours and as often as the parties referred to in this Section may require and upon written request, pursuant to Section 15 hereinafter set forth, to the duly authorized representatives of the State, City and the Agency.

Section 6. Effective Date; Expiration.

This Agreement shall become effective as of the issuance of a certificate of occupancy. This Agreement shall expire 40 years subsequent to the date of commencement, unless sooner terminated for any of the reasons set forth in Section 8 hereof.

Section 7. Payment of Taxes on Expiration, Termination, Suspension or Modification of Agreement.

(a) Upon the expiration of this Agreement or its earlier termination or suspension, the Owner shall pay to the City the Taxes, which, but for the abatement granted by this Agreement, the Owner would have been obligated to pay for the tax year in which this Agreement expires or is terminated or suspended.

(b) In the event of modification of this Agreement which reduces the abatement granted hereunder, the Owner shall be obligated to pay the increased tax resulting therefrom for the remainder of the tax year in which such modification becomes effective.

Section 8. Grounds for Termination, Suspension or Reduction of Abatement.

This Agreement may, at the option of the City, be terminated, suspended or modified, and the abatement granted hereunder terminated, suspended or reduced,

(a) if at any time the dwelling units upon which Taxes have been abated pursuant to this Agreement are not occupied solely by low and moderate income elderly persons and families; and

(b) in the event of any other breach or default, or threatened breach or default, by the Owner of any of the terms and conditions of this Agreement.

Section 9. Termination; Procedure.

(a) If the City exercises its option to terminate, suspend or modify this Agreement for the reasons set forth in Section 8(a) and 8(b), it shall send the Owner a written notice that it has so elected, naming the date on which such termination, suspension or modification shall become effective, which date shall be not less than thirty days from receipt by the Owner of the said notice.

(b) If the City exercises its option to terminate or suspend this Agreement for the reasons set forth in Section 8(a) and 8(b), the City shall first send to the Owner a written notice of breach or default, setting forth the particulars and demanding that the conditions or actions complained of shall be corrected within a prescribed period not less than thirty days from receipt of the notice. In the event that the conditions or actions complained of are not corrected to the satisfaction of the City within the

prescribed period, the City may suspend or terminate this Agreement by sending the Owner a written notice of suspension or termination, naming the effective date of such suspension or termination, which date shall be not less than ten days from receipt by the Owner of the said notice.

Section 10. Restitution of Benefits Misused or Unused.

(a) In the event that it is determined, through an inspection or audit pursuant to Section 5 hereof or otherwise, that the Owner is not using the tax abatement benefits granted hereunder for the purposes agreed to by this Agreement, the Collector of Taxes or other duly designated agency or officer of the City shall secure the restitution of so much of the tax abatement as, in the determination of the City, the Owner has misused or not used as aforesaid, together with interest and penalties from the date such abated taxes would otherwise have become payable.

Section 11. Remedies Not Exclusive.

The City may, whether or not it exercises its option to terminate or suspend in accordance with Section 10, in addition or in lieu thereof institute any actions and proceedings at law or in equity, to compel specific performance, restitution, and the payment of all damages, expenses and costs. The rights and remedies of the parties, whether provided by law or by this Agreement, shall be cumulative, and the exercise of any one or more of such rights or remedies shall not preclude the exercise at the same or different times of any other such right or remedies.

Section 12. Non-Waiver of Remedies.

The failure or omission of a party to terminate this Agreement or to invoke any rights or remedies to which it may be entitled under this Agreement or otherwise for the causes hereinabove set forth, or for any other cause or reason, shall not be deemed or construed to be a waiver of, and shall not destroy or affect, the right of such party to terminate this Agreement or to invoke such rights or remedies at any future time for the same, similar or other causes or reasons.

Section 13. Severability.

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the requirements of applicable laws.

Section 14. Amendments.

This Agreement constitutes the entire contract between the parties. No changes in this Agreement shall be made except by a writing attached to this Agreement and signed by a duly authorized officer of the Owner and by the duly authorized officer of the City.

Section 15. Approvals and Notices.

Except as otherwise specifically provided in this Agreement, whenever under this Agreement approvals, authorizations, determinations, satisfactions or waivers are required or permitted, such approvals, authorizations, determinations, satisfactions or waivers shall be effective and valid only

when given in writing signed by a duly authorized officer of the City, the Owner, or the State, as the case may be, and sent by registered or certified mail, postage prepaid, to the principal office of the party to whom it is directed, which are as follows:

Owner: The New Haven Jewish Federation  
Housing Corporation  
c/o Director  
18 Tower Lane  
New Haven, Connecticut 06510

City: Collector of Taxes  
City of New Haven  
200 Orange Street  
New Haven, Connecticut

Agency: New Haven Redevelopment Agency  
157 Church Street  
New Haven, Connecticut

State: Department of Community Affairs  
State of Connecticut  
P. O. Box 786  
Hartford, Connecticut

The above-listed parties shall promptly notify each other of any change of their respective addresses set forth above.

Section 16. Matters To Be Disregarded.

(a) The titles of the several sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

(b) When the Owner is a cooperative, all references to "tenants" and "rents" shall be understood to mean "cooperative members" and "monthly carrying charges," respectively.

Section 17. Non-Discrimination.

In the selection of tenants for the Project and in the performance of this Agreement the Owner shall not discriminate nor permit discrimination against any person or group of persons on the grounds of race, color, religion, sex or national origin in any manner prohibited by the laws of the State of Connecticut or of the United States.

Section 18. Terms and Conditions.

All of the terms and conditions of the contract for reimbursement of the tax abatement provided herein between the State of Connecticut and the City of New Haven, including the Program Plan, the Program Financing Plan and Budget, and Application of the City of New Haven for such reimbursement, are hereby made a part of and incorporated into this Contract by reference.

IN WITNESS WHEREOF, on this 31<sup>st</sup>, day of December, 1980, the parties have caused this Agreement to be signed, sealed and delivered by their duly authorized officers, the City of New Haven acting herein by its Mayor and the Owner acting herein by its President:

Signed, Sealed and Delivered  
in the presence of:

CITY OF NEW HAVEN

[Signature]  
L. Mavella

By: [Signature]  
Biagio DiLieta  
Mayor

Approved as to Correctness  
and Form:

Seal Impressed and Attested

[Signature]  
Dep. James M. O'Connor  
Corporation Counsel

By: [Signature]  
City/Town Clerk

WITNESS:

THE NEW HAVEN JEWISH FEDERATION  
HOUSING CORPORATION

[Signature]  
[Signature]

By: [Signature]  
Its President