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Branford Housing Authority

October 15 Meeting

Draft Minutes

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BRANFORD TOWN CLERK

Participants

- BHA Commissioners: Jerry Mastrengelo; Lori-Lynn Ross; Nadim Matta
- Several Parkside II tenants
- Several community members

The Beacon team was not able to participate, due to prior obligations.

The meeting was called to order at 4:05 pm.

1. Review and approval of minutes of last meeting

- Minutes were approved by unanimous vote of Commissioners.

2. Status of action items from the previous meeting

Completed Actions:

- Nadim & Lori-Lynn set up BHA gmail accounts. Jerry will do the same asap.
- The CHFA grant is on track, with work on the lifts likely to start before the end of this year. This acceleration was possible through the diligent efforts of Larry Kluetsch. BHA secured a 5% increase in the overall grant amount to cover price increases since the initial quotations were made. This increase was secured thanks to the initiative of Kim Black at CHFA.
- Nadim inquired about the question of who is eligible for being a Tenant Commissioner (and who is eligible to vote for the Tenant Commissioner). Standard practice in other Housing Authorities in CT is to restrict this to tenants in properties owned by the respective Housing Authorities.

- Lori-Lynn contacted the League of Women Voters and she initiated the nomination process among tenants. Voting for the Tenant Commissioner position is scheduled for November 17, 10 am to 2 pm.
- Beacon Management submitted the 2025 budget to the Board, and the Beacon team went over its elements with two Board members. The budget was revised based on questions raised by Board members. The revised budget was distributed to participants at the meeting, in anticipation of discussing and possibly approving this at the October 19 special BHA Board meeting.
- Nadim met with the First Selectman to discuss the appointment of a Commissioner who has the skills to fill the role of Treasurer on the Board. The First Selectman promised to work on this in haste, and to consult with current Board members before finalizing the appointment.
- The Beacon Management Team shared a template contract for property management with the Board.

At the meeting, there was a discussion about the perceptions of inadequate responsiveness of Beacon to tenant concerns and complaints. After listening to the perspectives of the tenants on this important matter, the Board decided to proceed with clarifying the contract arrangement with Beacon Management as it relates to Parkside II, and to extend the mandate of Beacon Management through the end of Q1, 2025. In the meantime, the Board will conduct due diligence with the tenants and with other potential service providers, so the Board can make an informed decision on the best way to proceed in Q1 of 2025.

Open Action Items: (These will be reviewed at the upcoming special meeting on 10/17).

- John will share with the Directors the D&O insurance declaration page, before the October meeting.
- Beacon Management will resubmit the 2024 budget to the state, and once that goes through, they will prepare revised 2024 rental contracts for Parkland Village II tenants. The aim is to have these contracts signed by November 1.

3. Election of Officers

By unanimous vote of the three Commissioners, the following four resolutions were made:

- a) Nadim Matta was elected chairman of BHA
- b) Jerry Mastrengelo was elected Vice-Chairman of BHA
- c) Lori-Lynn was elected Treasurer of BHA
- d) All three officers will submit their resignations (as officers) when the five Commissioners are in place, and new officer nominations and elections will be held at the first meeting after the two new Commissioners are appointed and oriented.

As Chairman, Nadim shared his perspectives on near-term priorities for the Housing Authority:

- a) In Q4 of 2024, get the work on the CHFA grant underway, and clarify the expectations from Beacon management with regards to service, maintenance, and improvements at Parkside II.
- b) In Q1 of 2025, understand the obligations of Beacon Development and the oversight responsibilities of the Housing Authority related to Parkside I, and put mechanisms in place to ensure that these obligations are met and that the oversight responsibilities of BHA are properly dispensed with.
- c) In Q2 of 2025, set up the proper forums for developing and implementing a sustainable and appropriate housing plan for residents of Parkside II. This is based on the assumption that Parkside II is not sustainable in the long term due to its location.

4. Appointment of BHA advisors

- The Board and other participants reviewed the draft contract with Larry Kluctsch to provide advisory services in relation to the CHFA grant and related matters, over a six month period. The cost to BHA will be \$500 per month (on a

retainer basis). By unanimous vote, the Board approved the signing of the contract with Larry Kluetsch. The contract is attached to these minutes.

There was a reservation raised about the past involvement of Larry in Parkside I and the potential conflict of interest that this may entail. The Board took note of this, and they committed to keep an eye on this issue, and to periodically reassess the relationship with Larry, as appropriate.

- The Board and other participants reviewed the bio of Terry Elton (attached). Terry has volunteered to assist the Board, on a pro-bono basis, in sorting out all BHA related documentation, with a view to making these easily accessible to all (possibly via a proper website). By unanimous vote, the Board approved the appointment of Terry as an advisor to the Board (uncompensated position). To facilitate communication and compliance with FOIA , the Board asked Terry to set up a BHA gmail account.

5. Proposed amendment to the BHA By-Laws

- In order to clarify and codify the issue of eligibility to vote for the Tenant Commissioner position, the Board, by unanimous vote of present Commissioners, made a resolution to amend Article II - Subsection 1 (a) of the By-Laws so it reads as follows:
 “The Tenant Commissioner shall be appointed in accordance with the process outlined in Section 8-41(c) of the Connecticut General Statutes. Residents referenced in the above Statutes refer to tenants of properties that are owned and operated by the Branford Housing Authority.”

6. All Other Matters

- The Commissioners reviewed the agenda of the October 17 Special Board meeting (attached), and they distributed to all participants copies of the revised 2025 CHFA budget that will be discussed at the meeting.
- A question was raised about the Bond that obligates Beacon Development to restore the area connecting Parkland II with Shoreline Grove Apartments to its

original state. The Board agreed to follow up with Beacon Development on this, and to request a plan and timeline for this. The Board will also coordinate with the appropriate officials in Town Hall on this.

The meeting was adjourned at 5:30 p.m.

Attachments

1. Contract with Larry Kluetsch
2. Bio of Terry Elton

Attachment 1: Draft Contract with Larry Kluetsch DEVELOPMENT SERVICES AGREEMENT

This Agreement effective as of this ____ day of October, 2024 is entered into by and between **Housing Authority of the Town of Branford**, ("BHA"), a non-profit corporation located at 115 South Montowese Street, Branford, CT 06405 and **Kluetsch Consulting LLC**, a Connecticut limited liability corporation (the "Consultant") located at 23A Harbour Village, Branford, CT 06405.

WHEREAS, BHA is seeking assistance to oversee current operations and long-term planning for Parkside II, a 40-unit affordable housing community, located at located at 3 Block Island Road, in Branford, CT (the "Project");

WHEREAS, BHA wishes to engage the Consultant to provide such assistance and other work related to the Project and the Consultant has agreed to perform such services in exchange for a consulting fee, set forth below;

NOW THEREFORE, in consideration of the terms, conditions and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Responsibilities of the Consultant:** Assist BHA with its oversight and management responsibilities relating to the Project. Specific services will include:
 - a. Provide oversight and monitoring assistance with the outside lift replacement and exterior deck repair projects being funded by the Connecticut Housing Finance Authority ("CHFA"). Approve contractor requisitions and prepare payment requests to CHFA.
 - b. Assist BHA to oversee operations and financial performance of the Project. Review budgets and monthly reports and provide guidance on operational issues as they arise. Act as liaison with the property management company, as needed.
 - c. Evaluate and respond to other grant/funding opportunities that may become available with CHFA, the CT Department of Housing, and/or Town of Branford for the project; and
 - d. Provide input and assistance as requested on the potential redevelopment of Parkside II and the development and financing options that may be or become available.
2. **Responsibilities of BHA:** BHA agrees to take all appropriate actions required to assist the Consultant to perform the services identified under this Agreement including, but not limited to, (a) providing relevant financial, programmatic, and other information on the Project; (d) keeping the Consultant apprised of any matters that

have or may potentially have an adverse effect on the BHA or the Project, and (c) reviewing and commenting on materials and information provided by the Consultant in a timely fashion.

3. **Compensation:** As compensation for the services to be provided under this Agreement, BHA agrees to pay the Consultant a monthly retainer fee of \$500 payable upon signing of this agreement and by the 15th of each month thereafter for the term of this Agreement.
4. **Term:** This Agreement shall run from the above date for a period of 6-months. This Agreement may be extended by mutual agreement of the parties.
5. **Termination.** This Agreement may be terminated by either party at any time upon fifteen (15) days' prior written notice. In the event of a termination of this Agreement, neither BHA nor the Consultant shall have any further liability to each other. If terminated, the retainer fee for the month in which the termination notice is received shall be due in full.
6. **Indemnification.** In providing the Services hereunder, the Consultant shall perform the services in good faith and in a diligent manner. BHA agrees to indemnify the Consultant with respect to any claim, including without limitation, any damage or injury to any person or property arising out of the Project or the use, administration or control of the Project or any other assets of BHA during the term of this Agreement; provided, however, this indemnification shall apply only to the extent that damages or injury are not caused by the Consultant's negligence or willful misconduct.

Neither the Consultant nor BHA shall be liable to each other for any breach or non-performance by any architect, engineer, subcontractor, materialman or other professional consultant, attorney or tradesperson in the performance or non-performance of their contracts relating to the Project.

The Consultant agrees to indemnify BHA with respect to any claim, including without limitation, any damage or injury to any person or property arising out of the negligence or willful misconduct of the Consultant.
7. **Independent Contractor.** Both BHA and Consultant agree that the Consultant will act as an independent contractor in the performance of its duties under this Agreement. Accordingly, the Consultant shall be responsible for payment of all taxes including federal, state, and local taxes arising out of the Consultant's activities in accordance with this Agreement, including but not limited to: federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required.
8. **Confidentiality.** The Consultant agrees that any information received by the Consultant during term of this Agreement which concerns the personal, financial or other affairs of BHA will be treated by the Consultant in full confidence and will not be

revealed to any other persons, firms or organizations except (i) as may be authorized by BHA in advance; (ii) as may be necessary for the Consultant to fulfill its obligations under this Agreement; or (iii) except as may be otherwise required by law or any court proceeding.

9. **Non-exclusivity:** BHA and Consultant hereby acknowledge that this Agreement is non-exclusive in nature, and the BHA and Consultant shall not be prohibited from entering into agreements with other parties of a similar nature. In addition, instances may arise where other clients of the Consultant may be competing for financing from the same sources as the BHA is seeking for the Project. The Consultant hereby affirms that this non-exclusivity shall not in any way affect its duties and obligations or the confidentiality to be maintained under this Agreement.
10. **Work Product:** The work products of the Consultant created under this Agreement shall be the sole and exclusive property of BHA. Upon completion of the Project or other termination of this Agreement, or as requested during the term of this Agreement, the Consultant shall deliver to BHA copies of all work product pertaining to this Agreement that have not been previously provided.
11. **Governing Law.** This Agreement, and the application or interpretation thereof, shall be governed by and construed in accordance with Connecticut law.
12. **Reliance.** No person other than the parties to this Agreement may directly or indirectly rely upon or enforce the provisions of this Agreement, whether as a third party beneficiary or otherwise.
13. **Severability.** Each provision of this Agreement shall be considered severable, and if for any reason any provision is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect the remaining provisions of this Agreement.
14. **Miscellaneous.** Nothing contained in this Agreement shall be construed to appoint any party the agent of the other, except as provided herein, or in any manner to limit the parties in the carrying on of their own respective business or activities; nor shall this Agreement be deemed to create a joint partnership or joint venture relationship between the parties.
15. **Entirety of Agreement.** This Agreement, with its attachments, contains the entire understanding between and among the parties and supersedes and terminates any prior understandings and agreements among them respecting the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereby enter into this Agreement as of the date written above.

KLUETSCH CONSULTING LLC

By: Larry Kluetsch
Its: Managing Member

Date: _____

Housing Authority of the Town of Branford

By: Nadim Matta
Its: Chair, Board of Directors

Date:

Attachments:

None.

Attachment 2: Bio of Terry Elton

TERENCE DAMIAN ELTON

21 Sixth Avenue
Branford, Connecticut 06405
(h) 203.488.1231 (m) 203.848.4953
eltontd@gmail

SUMMARY

- ◆ career history of government relations, public affairs, and business development.

CAREER HISTORY

TOWN OF BRANFORD

Special Projects and Economic Development (retired) 2001-2019

Serves as executive staff for First Selectman (town's CEO), concentrating on

- economic and business development,
- community & intergovernmental relations, and
- grant research and writing.

CONNECTICUT CONFERENCE OF MUNICIPALITIES (CCM) 1989 - 2000

Research & Information Service Manager:

Directed Research and Information Service for statewide non-profit association of local government officials. Primary responsibilities included:

- directing staff in providing local government officials with research and analysis, information programs, and policy development assistance for municipal operations and management;
- managing special collection library and developing database documenting assistance requests;
- overseeing preparation, production and distribution of select publications, e.g., primers, brochures
- developing and conducting special projects (e.g., surveys/analyses, special reports, workshops).

U.S. FOREIGN SERVICE OFFICER 1985 - 1989

Public Affairs Officer – USIA/USIS:

Diplomatic assignments: Bonn, Germany; Reykjavik, Iceland; Second Secretary, Public Affairs Officer; "excellent" performance ratings; language skills; proficient in German; courtesy level Icelandic.

- responsibilities in press, cultural, and administrative affairs included: academic programs (e.g. Fulbright scholars) – media/press operations – policy support efforts – design/lead NATO orientation tours;
- conducted consular (visa/passport) business as duty officer;
- participated in post's budgetary process and FSN staff management.

COMSAT (COMMUNICATIONS SATELLITE CORPORATION)
1985

1984 -

Policy Analyst

On behalf of U.S. signatory to the INTELSAT agreement:

- monitored FCC activities, developed materials for regulatory action; tracked competitive activity;
- reported on efforts abroad to privatize telecommunications industry (e.g., BT in Great Britain).

EDUCATION

Wheeling *Jesuit* University (Wheeling, West Virginia), B.A. American History

The American University (Wash., D.C.), M. A. program in International Relations
College of Public Administration, School of International Service

Foreign Service Institute, U.S. Department of State, Washington, D.C.

Consular training / certification (Visa, Passport & Immigration)

Language training / certification; German, Icelandic; European area studies

ASSOCIATIONS / MEMBERSHIPS

Connecticut Economic Development Association (CEDAS); 2nd vice president

South Central CT Workforce Alliance; planning committee

REX Development [regional development agency]; strategic planning committee

Connecticut Community Investment Corporation (CTIC)

CT Technology Council

CURE (CT's bioscience association)

New Haven Manufacturers Association (NHMA)

Northeast Economic Development Association (NEDA)

COMMUNITY INVOLVEMENT

Branford Community TeleVision/BCTV, past president

Branford Land Trust, Board of Trustees

Branford Town Center Revitalization Review Board, board member

Rotary Club of Branford, president-elect