

**From:** [Rosenson, Valerie](#)  
**To:** [BOR AllReps](#)  
**Subject:** Fw: Mayor's/CHP's Requested Changes to 35 Crescent St P&SA  
**Date:** Tuesday, September 6, 2022 5:19:59 PM  
**Attachments:** [35 Crescent - CHP Letter to Mayor 090622.pdf](#)  
[09062022.BOR Recommendation Letter - Sale of 35 Crescent Street.pdf](#)  
[8 23 2022 Memo to LR Co-Chairs Re Code Sec 9-6.A.\(2\).pdf](#)

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Co-Chair Nabel has asked me to forward the email below from Attorney Chris Dellaselva regarding the requested changes to LR31.024.

*Valerie T. Rosenson*  
*Legislative Officer*  
*Board of Representatives*  
*888 Washington Boulevard, 4th Floor*  
*Stamford, CT 06904-2152*  
*Office -203.977.5032*  
*Cell - 203.658.4853*  
[VRosenson@StamfordCT.gov](mailto:VRosenson@StamfordCT.gov)  
*She/her*

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**From:** Dellaselva, Chris <CDellaselva@StamfordCT.gov>  
**Sent:** Tuesday, September 6, 2022 4:59 PM  
**To:** Nabel, Susan; Berns, Philip  
**Cc:** Simmons, Caroline; Curtis, Jeff; Freedman, Richard; Dalena, Douglas  
**Subject:** Mayor's/CHP's Requested Changes to 35 Crescent St P&SA

Good evening Co-Chairs Nabel and Berns,

Please know that the BOR may make the Mayor's/CHP's requested changes (CHP letter attached), which I believe include the BOF's requested change (copy also attached), to the 35 Crescent Street Purchase/Sale Agreement. This is not inconsistent with the Law Department's 8/23/2022 opinion regarding the meaning of Stamford Code Sec. 9-6.A.(2) (copy also attached), because these changes have been previously negotiated, agreed-to and requested by the parties to the P&SA.

Thank you,

Chris Dellaselva  
Assistant Corporation Counsel  
City of Stamford Office of Legal Affairs  
888 Washington Boulevard  
P.O. Box 10152  
Stamford, CT 06904-2152  
(203) 977-5762

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# Crescent Housing Partners, LLC

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*C/o JHM Financial Group, LLC  
1266 East Main Street, Suite 601  
Stamford, Connecticut 06902  
Telephone: (203) 348-2644*

September 6, 2022

City of Stamford  
Attention: Mayor's Office  
Stamford Government Center  
888 Washington Boulevard  
Stamford, CT 06901

**Subject:       Sale of 35 Crescent Street  
                  Statement of Clarification**

To Whom It May Concern,

***Please note that Crescent Housing Partners, LLC, the proposed purchaser of 35 Crescent Street (aka the "former Glenbrook Community Center") has agreed to incorporate the following terms and conditions into the Cash Equivalency Consideration set forth in the Purchase and Sale Agreement.***

## **Tax Abatement**

At the September 6th special Board of Finance meeting, the Board recommended the term and condition that any future owner, their successors and assigns, be prohibited from receiving a Low or Moderate-Income Housing Tax Abatement.

## **Community Space Allocation**

Crescent Housing Partners, LLC is committed to providing up to 4,300 gross square feet of community space as part of the redevelopment of 35 Crescent Street. This space will be broken up into 3,000 of public community space and 1,300 of resident space. The 1,300 square feet of the resident space will also be available for the public for a total of 4,300 square feet, if reserved in advance and if not already in use for a resident activity. Please accept this as Crescent Housing Partners, LLC pledge to provide the community with the greatest amount of community space when needed.

# Crescent Housing Partners, LLC

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## 1<sup>st</sup> Floor 4,300 s/f Space Allocation

UTILITIES	Will be allocated in other areas of the building.
RESIDENTS AMMENITY	1,300
DAY CARE	TBD – up to 3,000
COMMUNITY	Up to 3,000 plus RESIDENTS AMMENITY IF NOT RESERVED FOR RESIDENT USE.

### **Fees for use of the community and daycare space**

The community and daycare space will be provided free of charge and is not intended to be a source of revenue. The only requirements will be that those using the space be qualified, licensed, insured and financially stable to provide the programs and services they will be responsible for.

### **Community and daycare space programming**

The Community and daycare space will be available free of charge. We will work together with the City, GNA and other stakeholders to identify the most appropriate uses for the space, including identifying those not-for-profit entities most capable of providing, managing, and maintaining those services in an appropriate and sustainable manner for the benefit of the overall community. This is not intended to be, nor will it become a source of revenue for the property.

### **Community and shared resident amenity space reservations**

Community space will be reserved and coordinated through our management company, which will also be responsible for the property management and oversight of the residential apartments.

Space will be available on a first come, first serve basis. To reserve the space, the interested group/organization would reach out to the management company to determine if the space is available for use. If the space is available, the group/organization will receive a special access code to gain entry to the community space.

# Crescent Housing Partners, LLC

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## **Daycare as one of the potential uses for the community space**

Daycare is a proposed use, but it is important to demonstrate both the need and appropriate provider to operate the daycare facility including understanding occupancy and the program requirements for operating a licensed daycare facility. The daycare facility is not intended to be a source of revenue for the property. As the building is nearing completion CHP, LLC will solicit applications from providers to finalize program requirements.

**Parking & Zoning Requirements** The proposed plan will provide 75 on-site, surface parking spaces. The parking requirement per zoning is 53 spaces, so this proposal provides 40 percent more spaces than required.

Sincerely,



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Todd D. McClutchy

MAYOR  
CAROLINE SIMMONS



RICHARD FREEDMAN  
CHAIR  
MARY LOU T. RINALDI  
VICE CHAIR  
GEOFF ALSWANGER  
DENNIS MAHONEY  
J.R. MCMULLEN

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## BOARD OF FINANCE

STAMFORD GOVERNMENT CENTER  
888 WASHINGTON BOULEVARD  
P.O. BOX 10152  
STAMFORD, CONNECTICUT 06904-2152

Mr. Jeffrey Curtis, President  
Board of Representatives  
City of Stamford  
888 Washington Avenue  
4<sup>th</sup> Floor  
Stamford, CT 06904

September 6, 2022

Re: Sale of 35 Crescent Street

Dear President Curtis,

At our meeting this morning, September 6th, the Board of Finance recommended the addition of a term and condition to the sale of the referenced property. The terms and condition is that any future owner, their successors and assigns, be prohibited from receiving a Low or Moderate-Income Housing Tax Abatement, and the Law Department be instructed to implement this prohibition as it best sees fit.

Thank you.

*Richard Freedman*

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Richard Freedman, Chair  
Board of Finance


cc: Mayor Caroline Simmons  
Douglas Dalena, Esq., Legal Affairs



**CITY OF STAMFORD, CONNECTICUT**  
**INTER-OFFICE CORRESPONDENCE**

DATE: August 23, 2022

TO: Susan Nabel, Co-Chair BOR Legislative and Rules Committee  
Phil Berns, Co-Chair BOR Legislative and Rules Committee

FROM: Douglas C. Dalena, Corporation Counsel   
Chris Dellaselva, Assistant Corporation Counsel *Chris Dellaselva*

RE: The meaning of Stamford Code of Ordinances Section 9-6.A.(2), specifically to what terms and conditions would Section 9-6.A(2) apply?

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You asked what changes, a Board may make to a sale contract pursuant to Stamford Code Sec. 9-6.A.(2).

The Boards' authority, per Stamford Code Sec. 9-6.A.(2), to make material changes to the Mayor's terms and conditions of a Special Sale works in the pre-agreement stage, but it is unworkable once we have an agreement in place with a buyer.

For example, the Mayor's office submitted the proposed terms of use/sale for the Glenbrook Community Center (35 Crescent Street) to the Boards before the City RFP for sale/purchase was issued. This opinion assumes there was some discussion with the Boards that ultimately culminated in the terms set forth in City RFP No. 828. This process works well and provides predictability and stability for all parties.

Conversely, once we have an agreement, the buyer has no obligation to accept the new terms imposed by any City Board. Purchase/sale agreements take a considerable amount of time to negotiate. That process would become unworkable if the Boards could unilaterally change the terms.

For these reasons, the Law Department has consistently advised the Boards that they can't change the terms of a Purchase/Sale Agreement (or any other contract). While a Board has the power to disapprove the agreement unless changes are made, and signal that it will do so by holding, such changes should be discussed and negotiated prior to a Board or committee vote so that all parties, including the buyer, are not surprised by a unilateral change inserted late in the process and without the opportunity for due diligence. The more significant the changes, the greater the need to cooperatively negotiate them.

This not only reduces legal risks, but protects the City's ability to successfully negotiate future contracts with buyers or vendors based on publicly debated and approved RFPs and other public procurement processes.

Such changes may not substitute a buyer or bidder who was not successful or did not participate in the RFP process. Furthermore, no changes to a contract, even if negotiated, may violate the City Charter or Code of Ordinances.

Any Board that has previously approved the contract must be notified and then has 30 days to reconsider its approval, after which if such Board has not acted, the revised contract is deemed approved.