

Town of Ridgefield, Town Code
Chapter 4, AFFORDABLE HOUSING TRUST FUND

§ 4-1 Purpose.

Pursuant to Connecticut General Statutes Section 7-148(c)(2)(K), the Town of Ridgefield (the "Town") hereby creates a special trust fund to provide affordable housing for the Town. This special trust fund shall be known as the "Affordable Housing Trust Fund," and is referred to herein as the "Fund." The Fund shall not lapse at the end of the municipal fiscal year and shall be held, maintained and supervised by the Town.

§ 4-2 Sources of funding; investments; limitations on use of Fund.

- A. In addition to such sums as may be directly appropriated by the Town for deposit into the Fund (if any), the Town is authorized to and shall deposit all other monies received by it for the purposes of affordable housing, from whatever source such monies are received (the "Sources"). The Sources may include, Building Department fees; Planning and Zoning fees; inclusionary zoning fees pursuant to Connecticut General Statutes Section 8-2i; and monetary gifts, grants, loans, and monies received from, state, and federal agencies.
- B. The Fund shall be in the custody of the Town. All or any part of the monies in the Fund may be invested in any securities in which public funds may be lawfully invested. The monies so invested shall at all times be subject to withdrawal for use as hereinafter set forth.
- C. No sums contained in the Fund, including interest and dividends earned, shall be transferred to any other account within the Town budget. However, in the event that work is performed by Town departments pursuant to this chapter, the cost of said work may be reimbursed from the Fund under § 4-3B. No expenditures shall be made from said Fund except in accordance with the provisions of this chapter. No expenditures shall be made from the Fund in excess of the available balance in the Fund.

§ 4-3 Expenditures from Fund.

- A. The continuation of the Fund shall be perpetual, notwithstanding that from time to time the Fund may be unfunded.
- B. Expenditures shall be made from the Fund only in accordance with the following procedures and requirements:
 - (1) Said expenditures shall be made exclusively for the costs associated with the investigation, appraisal, acquisition, constructing, rehabilitating, repairing, administration, and fees and maintenance costs relating to parcels of land, both improved and unimproved; or development rights, easements, deed restrictions, options, interests or rights therein, the use of which shall be limited to retention or

designation of parcels for their long-term use in providing affordable housing within the meaning of Connecticut General Statutes Section 8-30g.

- (2) Recommendations for all proposed expenditures from the Fund shall be submitted to the Town's Affordable Housing Committee ("AHC") for consideration. If approved, the Town's AHC shall recommend expenditure from the Fund to the Town's Board of Selectpersons for its approval. Any expenditures from the Fund, if approved by the Board of Selectpersons, shall then follow the Town Charter process set forth in Article 10 of the Charter for appropriations. Any expenditure concerning the acquisition, sale, lease or disposition of real property shall similarly follow Town Charter requirements for such activities, and any statutory requirements and other regulatory requirements that may be applicable, including Connecticut General Statutes Section 8-24.

§ 4-4 Annual report. The AHC shall provide an annual report of the Fund balance as of the close of the fiscal year and a summary of revenues and expenditures from the Fund to the Board of Selectpersons.

§ 4-5 Effective date.

This ordinance shall become effective in accordance with the Town Charter.

§ 128-1 Use of public areas and sidewalks restricted.

In order to address public safety, health and welfare conditions as they relate to the use of public sidewalks of the Town, and pursuant to authority granted in C.G.S. § 7-148(c)(7)(H)(xii), it is herewith ordained as follows:

- A. No person shall use any motored form of transportation on any public pathway, trail and sidewalk. This prohibition does not preclude ADA compliancy.
- B. No person shall roller-skate, street skate, in-line skate or operate and/or ride a skateboard, E-bike, E-scooter bicycle in any public area of the Town in a reckless manner with disregard for the safety of other persons using said public sidewalk or public areas.
- C. Any person violating this section shall be subject to a fine of \$250 per offense, or such other amount as may be established by the Board of Selectpersons from time to time, not to exceed the maximum fine allowed by state statute.⁶

§310-44 Road Classification

All proposed Town roads shall be designated into one of the following classifications by the Planning and Zoning Commission prior to final approval.

- A. Arterials (major): generally carry traffic between communities of major activity centers.
- B. Collectors: provide intracommunity traffic service and neighborhood access to arterials.
- C. Local streets: link individual properties with collectors and arterials and include the following:
 - a. Local street: a through road linking properties with collectors and arterials roads and serving an unlimited number of residential and nonresidential properties.
 - b. Tertiary road: a permanent dead-end road (cul-de-sac)

LEASE

THIS INDENTURE of Lease is made this 13th day of December, 1989, by and between the TOWN OF RIDGEFIELD, a municipal corporation organized and existing under the laws of the State of Connecticut, acting herein by its First Selectman, hereinafter referred to as LESSOR, and HALPIN COURT LIMITED PARTNERSHIP, a limited partnership organized under the laws of Connecticut and having its principal office at 10 Crosby Street, Danbury, Connecticut, hereinafter referred to as LESSEE.

ARTICLE I
PREMISES

1.1 In consideration of the rents and covenants herein set forth on the part of the LESSEE to be paid, performed and observed, LESSOR hereby leases unto LESSEE for the term hereinafter set forth, upon and subject to the terms and provisions of this Lease, a parcel of land in Ridgefield, Connecticut, comprised of 3.20 acres, more particularly described on a certain map entitled: "Map Prepared for the Town of Ridgefield, Ridgefield, Connecticut Total Area 4.477± Acres. 'I hereby declare that this map is substantially correct. This map and survey were prepared in accordance with the standards of a Class A-2 survey as defined in the recommended standards for surveys and maps in the State of Connecticut as prepared and adopted by the Connecticut Association of Land Surveyors, Inc. on Sept. 13, 1984.' Map Prepared by Frank G. Fowler, III, 380 Main Street, Ridgefield, Connecticut, said map being dated July 12, 1988 and Revised July 15, 1988" which is attached hereto as Exhibit "A" (Premises), said Lease to be for the sole purpose of providing housing units for families and elderly persons of low or moderate income in accordance with eligibility requirements set forth in the regulations of Farmers Home Administration its successors or assigns, for as long as the mortgage with Farmers Home Administration remains in effect.

ARTICLE II
TERM

2.1 TO HAVE AND TO HOLD the above-described Premises, with rights, privileges, easements and appurtenances thereunto attaching and belonging, to LESSEE for the term of sixty five (65) years beginning on the date that LESSOR and LESSEE execute the Lease Agreement, ("Commencement Date") and ending sixty-five years from said Commencement Date, unless sooner terminated as hereinafter provided.

ARTICLE III
RENT

3.1 LESSEE covenants and agrees to pay rent to LESSOR in the amount of TEN THOUSAND DOLLARS AND 00/100 (\$10,000.00) per year, commencing one (1) year from the date of issuance of the Certificate of Occupancy and continuing on same date each year for sixty five (65) years thereafter.

ARTICLE IV
REPRESENTATIONS

4.1 REPRESENTATIONS FOR THE LESSOR TOWN OF RIDGEFIELD. The LESSOR represents and warrants that:

The Town is a municipal corporation constituting a public instrumentality and political subdivision of the State of Connecticut. Under the provisions of the Connecticut General Statutes and the Charter of the Town of Ridgefield promulgated thereunder, the board of Selectmen, subject to Town Meeting, are authorized to enter into the provisions of this Lease and to carry out its obligations thereunder pursuant to the requirements set forth in said Charter. This Lease and its execution and delivery have been duly authorized by the LESSOR Town and the LESSOR Town agrees that it will do or cause to be done all things necessary to preserve and keep in full force and effect its existence.

4.2 REPRESENTATIONS BY THE LESSEE, HALPIN COURT LIMITED PARTNERSHIP. The LESSEE represents and warrants that:

(1) The LESSEE has been duly organized and validly exists as a limited partnership in good standing under the laws of the State of Connecticut and is not in violation of any of the provisions of its partnership agreement or the laws of the State of Connecticut and further that it has power to enter into this Lease and to carry out its obligations hereunder and has duly authorized the execution and delivery of this Lease.

(2) The LESSEE intends to construct, provide and operate rental housing and related facilities (hereinafter referred to as the "Project") suited to the special needs and living requirements of eligible occupants as determined by the regulations of Farmers Home Administration, its successors or assigns without regard to age, race, color, religion, sex, marital status, physical (but not limited to blindness) or mental handicap or national origin.

(3) Neither the execution and delivery of this Lease, the consummation of the transactions contemplated hereby, nor the fulfillment of or

compliance with the terms and conditions of this Lease is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provisions of any restriction or evidences of indebtedness, agreement or instrument of whatever nature to which the LESSEE is now a party or by which the LESSEE is bound or constitutes a default under any of the foregoing.

(4) The Project shall be in compliance with all applicable federal, state and local laws and ordinances, including rules and regulations, relating to zoning, building, safety and environmental quality.

(5) In its operation of the Project the LESSEE will comply with and will use its best efforts to cause the compliance by its contractors, subcontractors and agents, with applicable laws, rules, orders and regulations regarding equal opportunity, minimum wages and other employment practices.

ARTICLE V RESTRICTION AS TO USE OF PREMISES BY LESSEE

5.1 The LESSEE shall use the Premises for the following purpose only and for no other purpose whatsoever:

To design, construct and administer the site for housing units in accordance with ARTICLE IV and to complete a project of such units within a reasonable period of time not to exceed five (5) years.

Such housing units are to be occupied by families or elderly persons of low or moderate income in accordance with eligibility requirements set forth in the regulations of Farmers Home Administration, its successors or assigns, for as long as the LESSEE'S mortgage with Farmers Home Administration is in effect.

5.2 When Project real property is leased by the LESSOR, as permitted herein, the LESSOR will obligate the LESSEES and the assignees of such LESSEES to devote such Project real property to the uses specified as set forth above. Further, such persons or entities shall begin and complete within a reasonable time the construction of any improvements on said Project realproperty.

5.3 A breach of the above restrictions shall be deemed a material breach of this Lease Agreement and shall entitle LESSOR to avail itself to any and all remedies under the laws of the State of Connecticut.

5.4 LESSOR agrees that it will take no action to effect a termination of the Lease by reason of any default without first giving to each

holder of a leasehold mortgage reasonable time within which either (i) to obtain possession of the Premises (including possession by a receiver) and to cure such default in the case of a default which cannot be cured unless and until such holder has obtained possession, or (ii) to institute foreclosure proceedings and to complete such foreclosure, or otherwise to acquire LESSEE'S interest under this Lease with diligence and without delay in the case of a default which cannot be cured by such holder; provided, however, that such holder shall not be required to continue such possession or to continue such foreclosure proceedings if the default shall be cured by LESSEE, and provided, further, that nothing herein shall preclude LESSOR from exercising any rights or remedies under the Lease with respect to any other default by LESSEE or leasehold mortgage in possession during any period of such forbearance.

**ARTICLE VI
IN EVENT OF FORECLOSURE**

6.1 Nothing in this Lease shall restrict the right of a mortgagee to foreclose its mortgage on the leasehold improvements or to transfer the Lease to any entity which shall operate the Project under the requirements of Farmers Home Administration regulations. However, if pursuant to said foreclosure or default the mortgagee takes over the operation of such Project, use will be restricted to uses set forth in ARTICLE V of this Lease.

6.2 Nothing in this Lease will prohibit a mortgagee from bidding at a foreclosure sale or from accepting a voluntary conveyance of the security in lieu of foreclosure.

6.3 In event of said acquisition of the leasehold through foreclosure, or in event of abandonment by the borrower, mortgagee may occupy the property or sublet the property only in accordance with the provisions contained herein and may sell the leasehold for cash or credit provided the buyer meets the eligibility requirements of the Farmers Home Administration, its successor or assigns, as set forth in its regulations.

**ARTICLE VII
ERECTION OF PROJECT IMPROVEMENTS BY LESSEE**

7.1 LESSEE agrees to erect, construct and build on Premises a new building designed and constructed in accordance with the laws and ordinances in force in the Town of Ridgefield, State of Connecticut, and all other lawful authorities at time of the construction thereof, which improvements shall be suitable for purposes set forth in ARTICLE V herein and

shall be owned by LESSEE.

ARTICLE VIII
IMPROVEMENTS, MAINTENANCE AND ALTERATIONS
AFTER CONSTRUCTION BY LESSEE

8.1 If permitted by applicable state, federal or local law, the LESSEE shall have the privilege of making, at its own expense, such alterations of or additions to the Project or any part thereof, including construction of any new buildings, structures or improvements or installing of any fixtures from time to time as it in its discretion may determine to be desirable for its uses and purposes and as shall not impair the structural integrity, operating efficiency and economic value of the Project.

ARTICLE IX
COMPLIANCE WITH APPLICABLE LAWS

9.1 In its use and occupancy of the Project the LESSEE shall at all times comply with such zoning, pollution, sanitary and safety laws, and with such rules and regulations thereunder as under applicable laws shall be binding upon it.

ARTICLE X
TAXES, OTHER GOVERNMENTAL CHARGES
AND UTILITY CHARGES

10.1 It is understood and agreed between the parties that the LESSEE intends to apply for any property tax exemption and assessment deferral allowed by the local government and that the LESSOR, in assessing the property for tax purposes, shall consider the character and purpose of the Project. Notwithstanding the above however, LESSEE agrees to pay whatever property taxes are imposed on said property.

ARTICLE XI
INSURANCE

11.1 LESSEE shall keep said Premises, including all improvements thereon, fully insured for a term, in amounts and by insurers reasonably acceptable to LESSOR against any loss and damage by fire and all risks of direct physical loss to the LESSOR, as its interest may appear.

11.2 LESSEE agrees to indemnify and save harmless LESSOR against and from any and all claims or actions by or on behalf of any person or persons, firm or firms, corporation or corporations, or governmental agencies arising from the use, occupancy, conduct or management of or from any work or thing whatsoever done in or about the Premises, and will further indemnify and save LESSOR harmless against and from any and all claims arising from any act

of LESSEE, or any of its agents, contractors, servants, employees or licensees, or arising from any accident, injury or damage whatsoever caused to any person, firm or corporation occurring during the Term, in or about the Premises, and from and against all costs, reasonable counsel fees, expenses and liabilities incurred on account of any such claim or action or proceeding brought hereon; and in case any action or proceeding be brought against LESSOR by reason of any such claim, LESSEE, upon notice from LESSOR, covenants to resist or defend such action or proceeding, but this covenant so to defend shall not apply to any action or proceeding which is resisted or defended by an insurance company pursuant to insurance procured by LESSEE in connection with the Premises.

Should any claim be made against LESSOR or an action or proceeding be brought against it as set forth in the preceding paragraph of this Section 11.2, LESSOR agrees to give LESSEE prompt written notice thereof so as to enable LESSEE to resist or defend such claim, action or proceeding.

Nothing herein contained shall be deemed to indemnify LESSOR from any or all liability to LESSEE, or to any other person, for any injury, loss, damage or liability arising from any omission, fault, negligence or other misconduct of LESSOR, its agents, employees or independent contractors on or about the Premises.

LESSEE shall carry comprehensive liability insurance naming the LESSOR as insured to cover the above indemnification.

11.3 LESSEE agrees to furnish LESSOR with evidence of all such insurance prior to the beginning of the Term and each renewal policy as requested. Each such policy shall be noncancellable with respect to the interest of the LESSOR and such mortgagees as may have an interest in said Premises without at least ten (10) days prior written notice thereto.

11.4 In addition to the above, or in lieu of the above, if LESSOR at its sole discretion consents, LESSEE shall carry insurance as required by Farmers Home Administration or any other mortgagee, and such policies shall name not only the mortgagee but also the LESSOR, Town of Ridgefield, as insured, as their respective interests may appear.

ARTICLE XII IN EVENT OF SURRENDER, END OF LEASE TERM

12.1 If for any reason under this Agreement the LESSEE shall surrender the Project to the LESSOR Town, it shall so surrender the Project in

good condition, ordinary wear and tear excepted. At the end of the Lease Term, the property and all of the improvements thereon shall be the property of the LESSOR.

**ARTICLE XIII
ASSIGNMENT AND SUBLEASE**

13.1 Commencing on the twentieth anniversary date of the Lease Agreement, the Lessor shall have a twelve (12) month option period, hereinafter referred to as "Option Period", to purchase from the Lessee the leasehold improvements. * The purchase price shall be in an amount equal to the greater of the Fair Market Value of the improvements or the Formula Purchase Price and the assumption of the outstanding principal balance of the LESSEE'S mortgage and any other debt owed by LESSEE. If LESSOR and LESSEE are unable to agree on the Fair Market Value, then Fair Market Value shall be determined as follows: LESSOR and LESSEE shall each choose an MAI appraiser of its choice to appraise the leasehold improvements and a third MAI appraiser shall be chosen by LESSOR'S and LESSEE'S appraiser. The three (3) appraisals shall be averaged together to arrive at the Fair Market Value. If an MAI appraiser designation is no longer in existence, then appraiser shall mean a member of a national, testing, real estate appraisal association or such persons as may be licensed by the State of Connecticut to perform appraisals of multi-family residential rental housing. The Fair Market Value shall be reduced by the outstanding principal balance of LESSEE'S mortgage in the event LESSOR assumes the outstanding mortgage. In the event LESSOR does not assume the outstanding mortgage, the leasehold improvements shall be delivered to LESSOR upon payment of the Fair Market Value, free and clear of the outstanding mortgage. The Formula Purchase Price shall be \$10,000.00 annually for each year the lease is in effect with interest compounding and accruing annually or semiannually at the most favorable interest rate attainable by the LESSOR. The LESSOR, in order to take advantage of this provision, shall notify the LESSEE in writing during said "Option Period". Upon the expiration of the "Option Period", and upon the LESSOR'S failure to notify LESSEE prior to said expiration, LESSEE shall have the right to transfer, sell or assign its interest in the leasehold improvements under the same terms and conditions as offered to LESSOR. Provided however, if LESSEE fails to transfer, sell or assign its interest in the leasehold improvements for the Fair Market Value or Formula Purchase Price

* Written notice of the commencement of the "Option period" shall be given by Lessee to Lessor's chief executive officer by Certified mail

as defined above, within the subsequent twelve (12) month period following the end of the above referenced "Option Period", then commencing twelve (12) months and one day from the expiration of the "Option Period", the LESSEE shall be obligated to send LESSOR any bona fide offer from any person, persons, organization or organizations to purchase the leasehold improvements and shall notify LESSOR of its intention to accept same. LESSOR shall have the right within one hundred twenty (120) days of receipt of said notice to accept the terms of said offer in writing and within forty-five (45) days thereafter to purchase the leasehold improvements. If the LESSOR shall not so elect within the said period of one hundred twenty (120) days, the LESSEE may then sell, transfer or assign its interest in the leasehold improvements to said offeror provided said transfer, sale or assignment is on the terms and conditions and for the price set forth in the offer sent to LESSOR. Any transfer, sale or assignment to any entity other than LESSOR shall be subject to the terms and conditions of the unexpired portion of this Lease Agreement.

13.2 The LESSEE shall not sublet the Premises or any part thereof except by consent of LESSOR, which consent shall not be unreasonably withheld. Lease Agreements between the LESSEE and any tenant of the housing units contemplated by this Lease Agreement shall be exempt from this provision 13.2.

13.3 The LESSEE shall not use, or permit any person to use, the Premises or any portion thereof, except for the purposes set forth in ARTICLE V hereof.

ARTICLE XIV LESSOR TO COOPERATE

14.1 LESSOR shall cooperate with LESSEE and assist LESSEE in obtaining all required licenses, permits and the like, and shall sign all papers and documents at any time needed in connection therewith, including without limitation, such instruments as may be required for the laying out, maintaining, repairing and using of water, gas, electric, telephone, drain or other utilities.

ARTICLE XV SUCCESSORS AND ASSIGNS

15.1 Except as herein otherwise provided, or shall otherwise fairly and necessarily appear from the context, this Lease and the terms, covenants and conditions thereof shall be binding upon and inure to the benefit of the respective parties hereto and their successors in interest, and the

words "LESSOR" and "LESSEE" wheresoever the same appear herein shall be deemed to include only the holder from time to time of the respective interests hereunder.

ARTICLE XVI
ENTIRE AGREEMENT

16.1 This Lease contains the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions, and neither party has relied upon any representation, express or implied, not contained in the Lease. All prior understandings, terms, or conditions are deemed merged in this Lease. This Lease may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement or any waiver, change, modifications or discharge is sought.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this day of December, 1989.

WITNESSES:

LESSOR:
TOWN OF RIDGEFIELD

[Signature]
[Signature]

BY: *[Signature]*
First Selectman

WITNESSES:

LESSEE:
HALPIN COURT LIMITED PARTNERSHIP

BY: PROSPECT RIDGE ASSOCIATES, INC.
GENERAL PARTNER

[Signature]
[Signature]

BY: *[Signature]*
MARK J. NOYAN, Its President

STATE OF CONNECTICUT)
) ss.: RIDGEFIELD
 COUNTY OF FAIRFIELD)

December 13, 1989

On this the 13th day of December, 1989, before me, the undersigned officer, personally appeared SUE W. MANNING, who acknowledged herself to be the First Selectman of the Town of Ridgefield, a municipal corporation, and that she, as such First Selectman, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as First Selectman.

IN WITNESS WHEREOF, I hereunto set my hand.



COMMISSIONER OF THE SUPERIOR COURT

STATE OF CONNECTICUT)
) ss.: RIDGEFIELD
 COUNTY OF FAIRFIELD)

December 13, 1989

On this the 13th day of December, 1989, before me, the undersigned officer, personally appeared MARK J. NOLAN, who acknowledged himself to be the President of PROSPECT RIDGE ASSOCIATES, INC., the General Partner of Halpin Court Limited Partnership, and that he as such President of PROSPECT RIDGE ASSOCIATES, INC., being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his name as President of PROSPECT RIDGE ASSOCIATES, INC.

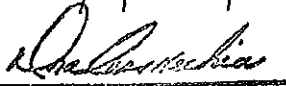
IN WITNESS WHEREOF, I hereunto set my hand.



COMMISSIONER OF THE SUPERIOR COURT

Rec'd. for record 8/8/90 at 4:30 P-M

ATTEST


 TOWN CLERK