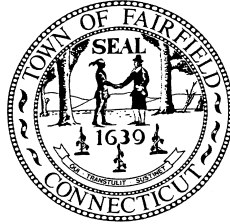


2025 ANNUAL REPORT



Affordable Housing Committee Town of Fairfield

**Urb Leimkuhler, Chair
Janice Bouloubasis
Bob Ellwanger
Stephen Grathwohl
Jacque Paige
Brian Vahey
Nina Velez
Gretchen Goethner, Recording Secretary**

January 2025

2025 ANNUAL REPORT

Affordable Housing Committee

The mission of the Affordable Housing Committee (AHC) is to promote a full range of housing choices for households of all incomes and ages in the Town of Fairfield.

Overview

The Affordable Housing Committee adopted its most recent Affordable Housing Plan in May of 2022, which satisfied the requirements of CGS 8-30j. The overall goals of the 2022-2027 Plan are to: (a) accumulate enough housing equivalency points to qualify for a moratorium; and (b) provide a broad range of housing options to meet the community's needs. The primary strategies include:

- Work with the Town Plan & Zoning Commission to increase the affordable set aside requirements;
- Engage the Town Plan & Zoning Commission to review and amend the Designed Residence District regulations;
- Support the Fairfield Housing Authority in its work to create additional affordable housing units in Town;
- Strengthen design guidelines to create more housing opportunities that are more compatible with existing neighborhoods;
- Identify opportunities to create “missing middle” housing.

In addition to pursuing these goals, the Affordable Housing Committee this past year:

- Considered and supported proposals to amend the Town's zoning regulations to provide a “payment in lieu” option and/or allow for the designation of off-site below market units in satisfaction of the Town's inclusionary requirements for “for sale” developments;
- Secured a technical assistance grant from the Fairfield County Center for Housing Opportunities (FCCHO) and worked with FCCHO to identify best practices to develop missing middle housing;
- Supported a proposed text amendment to allow a modest increase in density on lots of 15,000sf or more within the Residence B zone provided that one of the two bonus units would be deed restricted as affordable.
- Participated in a Senior Resource Fair at the Bigelow Center and hosted a workshop and panel discussion on accessory dwelling units (ADUs).

<u>Key Statistical Data</u>	2000	2010	2024¹	% Chnge²
Population	57,340	59,404	61,737	3.9%
Average Household Size	2.61	2.69	2.71	
Median Household Income	\$83,512	\$106,767	\$149,641	40.2%
Median Sales Price of a SF Home	\$343,750	\$520,000	\$902,500	73.6%
Sales Price to Income Ratio	4.1	4.9	6.0	
Number of Residential Sales	795	605	583	-3.6%
Number of Residential Sales < \$300,000	272	61	0	
% of Residential Sales < \$300,000	34.2%	10.1%	0.0%	
Total Number of Housing Units	21,029	21,648	22,075	2.0%
Percentage of Affordable Units (DECD) ³	2.71%	2.21%	3.05%	

¹ Data is from the 2020 Census or from the most recent American Community Survey's 5-Year Estimates.

² This column measures the percentage change between 2024 and 2010.

Moratorium Status

	Points Required	Points Earned	Surplus
	439.6	462.5	22.9
Type of Development	Existing	In Progress	Total
Governmentally Assisted	103.50		103.50
Deed Restricted Ownership	37.00	8.00	45.00
Deed Restricted Rental	40.00		40.00
Set Aside Developments	228.00	92.75	320.75
Inclusionary Zoning Units	54.00	13.50	67.50
Total HUEP	462.50	114.25	576.75

Following the conclusion of a required 20-day public comment period, the Town submitted to the CT Department of Housing its initial Application for Certificate of Affordable Housing Completion on December 18, 2024. The Department has since advised that the application is complete. Accordingly, the Department has ninety (90) days with which to complete its review. The Town has requested that excess points be applied toward a subsequent moratorium application. There are several other projects underway that would generate housing unit equivalent points toward a future moratorium. These projects include two set aside developments (CGS 8-30g) under construction at 131 Beach Road and 92 Bronson Road. Additionally, the Fairfield Housing Authority (FHA) plans to commence work on a 40-unit development at 980 High Street sometime next year. This past year, Town Boards approved the purchase of 254 Greenfield Street to create additional affordable homeownership opportunities in partnership with Habitat for Humanity.

Housing Trust Fund

The Housing Trust Fund was established by ordinance in March of 2018. As of December 31, 2024, the Housing Trust Fund had a balance of \$1,042,565 excluding funds set aside to complete the purchase acquisition of #376 Quincy Street (Parkview Commons). The uncommitted balance as of 12/31/24 is \$1,027,565, of which the Committee is considering an allocation of \$500K to assist the FHA with developing 980 High Street.

Balance as of 12/31/23	\$	935,817
Income-Fees	\$	354,607
Disbursements	\$	247,859
Balance as of 12/31/24	\$	1,042,565
Reserve		
Parkview Commons	\$	15,000
Adj. Balance/Avail to Commit	\$	1,027,565

³ In developing the Affordable Housing Appeals List, the Department of Economic & Community Development (DECD) counts only governmentally assisted housing, rental housing occupied by persons receiving rental assistance, housing financed by the CT Housing Finance Authority (CHFA) and deed-restricted properties. For more information, please see <https://portal.ct.gov/DOH/DOH/Programs/Affordable-Housing-Appeals-Listing>.



CHOOSE FAIRFIELD CT
Economic Development



2025 Annual Report

Town of Fairfield Economic Development Commission

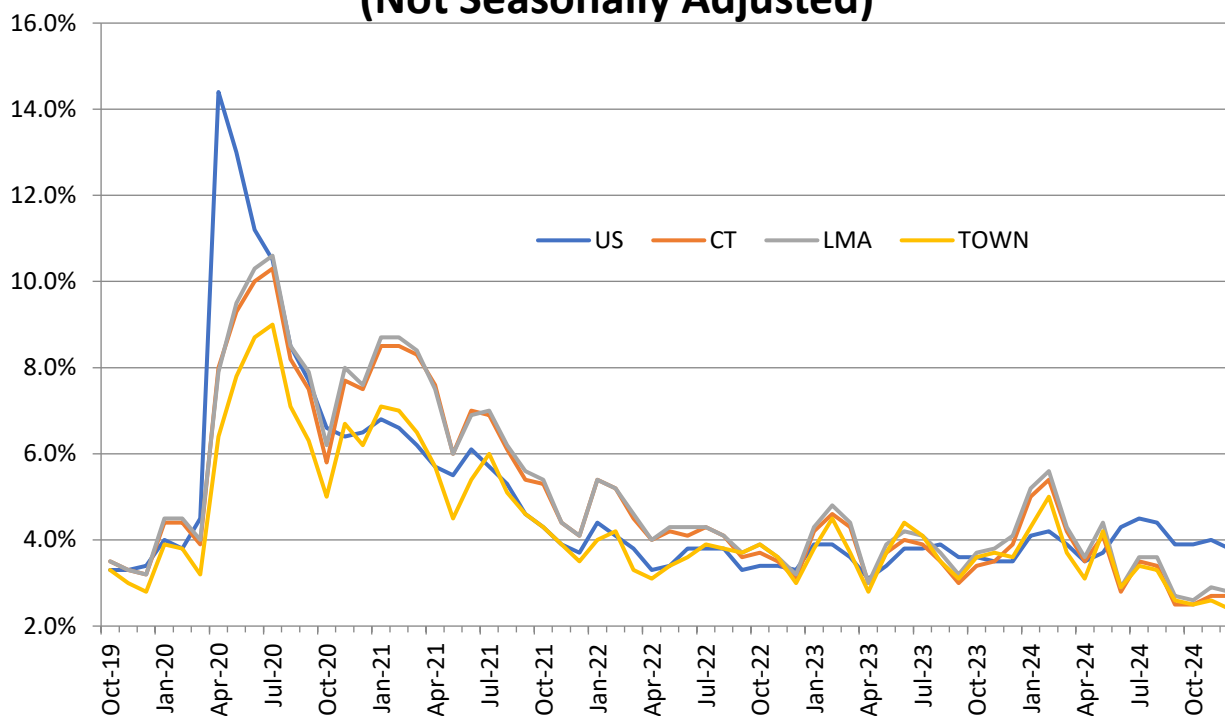
Summary

The Economic Development Commission is tasked with promoting and developing the economic resources of the Town. The Commission provides strategic oversight to the Town's economic development efforts, identifying opportunities for growth and providing recommendations to other town boards and commissions on issues related to economic development. This report is prepared and submitted in accordance with §7-136 of the Connecticut General Statutes.

Labor Market

Fairfield's labor force of 30,057 workers expanded slightly over the prior year, and is 16th largest in the State. The unemployment remains at or near historic lows, standing at 2.4% at year's end, compared to 3.6% for the prior year. Fairfield's unemployment rate of 2.4% compares favorably to that for the Bridgeport-Stamford labor market area (2.8%), state (2.7%) and nation (3.8%) as a whole. Top industries for employment are health care, educational services, accommodations & food service and retail trade.

Unemployment Rate (Not Seasonally Adjusted)



Source: Connecticut Department of Labor Economic Digest

Commercial Vacancy

Office vacancy rates remained relatively unchanged from the prior year at 12.2%, which is well below that for Fairfield County (27.6%), Norwalk (40.6%), Stamford CBD (26%),

Westport (15.2%) and Trumbull (21.6%). Leasing activity was modest while asking rents remained stable. Retail availability year over year declined slightly from 9.2% to 7.9% at year's end.

Development Activity



Commercial permit activity again exceeded \$45m in 2024. Among the more significant projects for which permits were issued include a new 91-unit residential development at 140 Bronson Road (\$12.5m); a new 40-unit apartment building at 131 Beach Road (\$5.2m), a 18K square foot addition and building renovation to support a new Chrysler, Jeep & Dodge sales and service facility at 251 Commerce Drive (\$6.7m) and fit-up and interior renovations for a new Fairfield Cancer Center at 4185 Black Rock Turnpike (\$5m). Among the projects either completed this past year or nearing completion are a new 100-unit residential development at 5545 Park Avenue; a new state-of-the-art, 6300sf veterinary hospital at 40 Hillside Road and, pictured at left, a new, three-story mixed-use building at 116 Sherman Street to house the offices of Meehan Law.

New Business Starts

The Town has seen a modest but sustained increase in new business formation and investment. According to the CT Secretary of State, new business registrations totaled 1,035 in 2023, the most recent year for which data was available, with total active businesses at 8,074. The Office welcomed more than fifty-five new businesses to Fairfield this past year with ribbon cutting events, including Romanacci, Cibus, Pop Up Bagels, Toy Polloi, RH Outlet, D.P. Dough, the Give Collective, the PEHT Store, the Greenfield Hill Animal Hospital, and, pictured right,



Elicit Brewing, a craft brewery, entertainment and event space located at 81 Black Rock Turnpike and adjacent to the Fairfield-Black Rock train station.

Initiatives

This past year the Fairfield Economic Development Commission and the Office of Community & Economic Development partnered with the U.S. Small Business Administration, CT Small Business Development Center and the Fairfield Chamber of Commerce, among others, to present a “Capital Matchmaker Event” on the campus of Fairfield University, providing opportunities for local small businesses to meet with lenders regarding their capital needs and to access other resources to help their businesses prosper and grow. Additionally, the Commission reviewed and supported several proposed development applications before various land use boards including: a new early learning child day care facility at 161 Hillside Road, a planned Genesis sales and service facility at 338 Commerce Drive; a proposed new “Generation 5” Porsche sales and service facility at 2190 Post Road and plans to renovate and expand an existing building at 251 Commerce Drive to accommodate a new Chrysler, Jeep, Dodge dealership.

2025 Plans

Among the activities planned for the upcoming year, the Commission plans to:

- explore participation in the Municipal Redevelopment Authority (MRDA);
- partner with Sustainable Fairfield and the CT Green Bank to host a C-PACE workshop
- examine opportunities to leverage strategic and underutilized Town assets, where appropriate, by analyzing market demand to determine a potential highest and best use;
- plan and conduct a small business resource fair;
- Cultivate closer ties with both universities to leverage their institutional strengths and, in particular, explore opportunities to promote entrepreneurship, new business creation and economic development in general.

Ethics Commission

Seat	Name	Party	Term Start	Term End
1*	William B. Ferguson	R	07/24	07/26
2**	VACANT		07/24	07/26
3***	Paul Fattibene	R	07/23	07/25
4****	Christopher E. Baker	IT	07/23	07/25
5*****	Rosemarie Barretta	D	07/23	07/25

Full	
Party	Count
Vacant	1
Democrat	1
Republicans	2
Independent	1
Total Full	5

*William B. Ferguson – R – was unanimously approved by the BOS on 06/12/24 and the RTM on 06/24/24 to take the place of Nancy S. Billington - R – who served two full terms as of June 30, 2024. Ms. Billington served her first full term (7/20-7/22). She received unanimous BOS approval to serve a second term (07/22-07/24) on 08-01-22 and was approved by the RTM on 10-24-22. Ms. Billington replaced Marguerite H. Toth – R – who served two full terms.

** Hew D. Crooks - U - received unanimous BOS approval on February 5, 2025 and is on the February 24, 2025 RTM agenda for approval. William A. Diaz, III - D – who resigned - previously held this seat. Mr. Diaz was unanimously approved by the BOS on 06/12/24 to be reappointed to a second term. Mr. Diaz received unanimous BOS approval to serve his first term (7/22-07/24) on 10-03-22 and was approved by the RTM on 10-24-22. The seat was previously held by Alexander J. Trembicki – D - who served two full terms (07/18-07/20; 07/20-07/22). Mr. Trembicki replaced Christopher J. Brogan – D – who served two full terms.

*** Paul Fattibene –R - received unanimous BOS approval on June 19, 2023 and RTM approval on June 26, 2023. Mr. Fattibene took the place of Craig B. Van Steenbergen – R – whose term expired July 1, 2023. Mr. Van Steenbergen was approved by the RTM on 12-16-2019 to serve a first partial term (07/19-07/21). Mr. Van Steenbergen was approved to serve a second term (07/21-07/23) by the RTM on 06-28-21. He replaced Janice I. Carpenter – R – who served two full terms.

**** Christopher E. Baker (IT) was unanimously approved by the BOS at its January 8, 2025 meeting and at the January 27, 2025 RTM meeting to take the place of Donald R. Kleber – U – who passed away on January 15, 2024 creating a vacancy. Mr. Kleber had received unanimous BOS approval on June 19, 2023 and RTM approval on June 26, 2023. Mr. Kleber took the place of Dana Kery – R – whose term expired July 1, 2023. Ms. Kery was approved by the RTM on 01-25-21 to serve a partial first term (07/19-07/21). She was approved to serve a second term (07/21-07/23) by the RTM on 06-28-21. She replaced David G. Bothwell – R – who served two full terms.

*****Rosemarie Barretta (D) was unanimously approved by the BOS at its January 8, 2025 meeting and at the January 27, 2025 RTM meeting to take the place of Lisa W. Callahan – D – who resigned on 12/06/24. Ms. Callahan was appointed unanimously by the BOS on 03/13/24 and the RTM on 03/25/24 for the term 07/23-07/25. She had taken the place of Gilbert C. Donovan who resigned on December 20, 2023. Mr. Donovan had received unanimous BOS approval on June 19, 2023 and RTM approval on June 26, 2023. He took the place of Brian S. Cantor –D- whose term expired on July 1, 2023. Mr. Cantor was approved by the RTM on 01-25-21 to serve a partial first term (07/19-07/21). He was approved to serve a second term (07/21-07/23) by the RTM on 06-28-21. He replaced Robert B. Bellitto - D -who moved out of town and resigned on 12-28-2020.

About the Ethics Commission (Source: www.fairfieldct.org/ethics)

Term Length:	Two Years (Two Term Limit)
# of Members	Five
Appointing Body:	Requires unanimous BOS approval and RTM approval
Defined In:	Town Charter – Article X

The Ethics Commission shall receive and consider complaints alleging violations of the Standards of Conduct or any ordinance establishing a Code of Ethics for town officials and employees. The commission also issues general opinions and interpretation of the Standards of Conduct or the Code of ethics.

Duties include:

- Receiving complaints alleging violations of the Standards of Conduct or any ordinance establishing a Code of Ethics for town officials
- Upon sworn complaint or upon vote of three members, investigating the actions and conduct of elected and appointed town officials, RTM members, and employees of the town to determine whether there is probable cause that a violation has occurred of the Standards of Conduct or Code of Ethics;

- Rendering an advisory opinion with respect to any specific relevant situation under the Standards of Conduct or Code of Ethics, upon the request of a principal officer of a department, or any member of a Town authority, board, commission, or committee, or any member of the RTM.
 - Considering written requests for advisory opinions referred by a department head with respect to any problem submitted to the department head in writing by an employee in the department
 - Adopting regulations to assure procedures for the orderly and prompt performance of the Commission's duties;
 - Upon a finding of probable cause, initiating hearings to determine whether there has been a violation of the Standards of Conduct or Code of Ethics;
 - Upon finding of a violation of the Standards of Conduct or Code of Ethics, at its discretion, recommending appropriate disciplinary action to the Board of Selectmen or appropriate department heads. .
 - Notifying the complaining person and the person against whom the complaint was made that the investigation has been terminated and the results no later than 10 days after the termination of its probable cause investigation.
 - At hearings after finding probable cause, affording the person protection of due process as outlined under the “Connecticut Uniform Administrative Procedures Act”.
 - Hearings shall be held within 90 days of the initiation of the investigation.
- The Ethics Commission may also:
- When necessary, retain in its own counsel, administer oaths and issue subpoenas to compel the attendance of persons at hearings and the production of books, documents, records, and papers.

Ethics Commission Town Charter – Article X

§ 10.15. Ethics Commission.

A. Members and terms.

- (1) The Ethics Commission shall consist of five members, appointed by unanimous vote of the Board of Selectmen and confirmed by majority vote of the RTM. No more than three members shall be registered with the same political party.
- (2) Notice of appointment shall be served by the Board of Selectmen upon the Moderator of the RTM and the Town Clerk. A vote for approval or rejection of each person appointed shall be taken at an RTM meeting held more than 10 days after service of the notice on the Town Clerk. Failure to vote within 60 days of the service on the Town Clerk shall be deemed to be approval and confirmation by the RTM. If any appointment is rejected by the RTM, the Board of Selectmen shall within 21 days after the rejection notify the RTM Moderator and Town Clerk of further appointments to replace the rejected appointments. The RTM shall then vote on the new appointments. These too shall be deemed approved and confirmed if not voted upon within 60 days of the notice.
- (3) The terms shall commence on July 1. Terms of members shall be two years and shall be staggered so that no more than three terms expire in one year. No member may serve more than the shorter of two terms or one term plus a partial term created by filling a vacancy for an unexpired term.

B. Powers and duties. The Ethics Commission shall:

- (1) Receive complaints alleging violations of the Standards of Conduct or any ordinance establishing a Code of Ethics for Town officials and employees;
- (2) Upon sworn complaint or upon the vote of three members, investigate the actions and conduct of elected and appointed Town officials, members of the RTM, and employees of the Town to determine whether there is probable cause that a violation has occurred of the Standards of Conduct or Code of Ethics;
- (3) On its own motion issue general opinions and interpretations of the Standards of Conduct or the Code of Ethics;
- (4) Upon the request of a principal officer of a department, or any member of a Town authority, board, commission, or committee, or any member of the RTM render an advisory opinion with respect to any specific relevant situation under the Standards of Conduct or Code of Ethics;
- (5) Consider written requests for advisory opinions referred by a department head with respect to any problem submitted to the department head in writing by an employee in the department (whose name need not be disclosed to the Ethics Commission) concerning that employee's duties in relationship to the Standards of Conduct or Code of Ethics where the department head elects not to decide the issue within the department;
- (6) Adopt such regulations as it deems advisable to assure procedures for the orderly and prompt performance of the Commission's duties;
- (7) Upon a finding of probable cause initiate hearings to determine whether there has been a violation of the Standards of Conduct or Code of Ethics;
- (8) Have the power to retain its own counsel, administer oaths, issue subpoenas and subpoenas duces tecum (enforceable upon application to the Superior Court) to compel the attendance of persons at hearings and the production of books, documents, records, and papers; and
- (9) Upon finding of a violation of the Standards of Conduct or Code of Ethics, at its discretion, recommend appropriate disciplinary action to the Board of Selectmen or appropriate department heads.

C. Procedure.

(1) On complaints.

- (a) In any investigation to determine probable cause the Ethics Commission shall honor all requests for confidentiality, consistent with the requirements of State law. Unless a finding of probable cause is made or the individual against whom a complaint is filed requests it, complaints alleging a violation of the Standards of Conduct or Code of Ethics shall not be disclosed by the Ethics Commission.
- (b) Any person accused of a violation shall have the right to appear and be heard by the Ethics Commission and to offer any information which may tend to show there is no probable cause to believe the person has violated any provision of the Standards of Conduct or the Code of Ethics.
- (c) The Ethics Commission shall, not later than 10 days after the termination of its probable cause investigation, notify the complaining person and the person against whom the complaint was made that the investigation has been terminated and the results.
- (d) At hearings after a finding of probable cause, the Ethics Commission shall afford the person accused the protection of due process consistent with that established for state agencies under the "Connecticut Uniform Administrative Procedures Act," including but not limited to the right

to be represented by counsel, the right to call and examine witnesses, the right to the production of evidence by subpoena, the right to introduce exhibits, and the right to cross-examine opposing witnesses.

(e) In the absence of extraordinary circumstances, the hearing shall be held within 90 days of the initiation of the investigation. The Ethics Commission shall, not later than 30 days after the close of the hearing, publish its findings together with a memorandum of its reasons. Any recommendation for disciplinary action shall be contained in the findings.

(f) An individual directly involved or directly affected by the action taken as a result of the Ethics Commission's findings or recommendation may seek judicial review of such action and of the Ethics Commission's findings or recommendation unless the action taken was a referral of the matter to proper authorities for criminal prosecution.

(2) On requests for advisory opinions. Within 45 days from the receipt of a request for an advisory opinion, the Ethics Commission shall either render the opinion or advise as to when the opinion shall be rendered.

D. Quorum. A quorum for the Ethics Commission shall be not less than four members in attendance. All members who attended all hearings on the matter, and all members who certify that they have read or heard the entire transcript of the hearing they did not attend, shall be eligible to vote on the proposed Ethics Commission action. The Ethics Commission shall find no person in violation of any provision of the Standards of Conduct or Code of Ethics except upon the concurring vote of three-fourths of those members voting.

Updated June 15, 2021

Updated September 2, 2022

Updated October 10, 2022

Updated June, 12, 2023

Updated March 13, 2024

Updated June 12, 2024

Updated January 14, 2025

Updated February 11, 2025

Boards and Commissions Interest Form

Print

Submitted by: Hew Crooks

Submitted On: 2024-02-17 14:34:48

Submission IP: (216.49.138.136)

proxy-IP (raw-IP)

Status: Open

Priority: Normal

Assigned To: Christine Brown

Due Date: Open

Attachments

- [Hew Crooks Resume Feb 2024.pdf](#) - 2024-02-17 02:34:48 pm

Boards and Commissions Interest Form

To be considered for appointment to a Town board or commission, please complete the following questionnaire. Questions with a red asterisk require a response. Click [here](#) for information on the appointment consideration process.

* First Name

Hew

* Last Name

Crooks

* Email Address

hew.crooks@gmail.com

* Street Address

546 N Benson Rd, Fairfield, CT 06824

* Zip Code

☒ 06824 ☐ 06825 ☐ 06890

Home Phone

2033494404

Cell Phone

2035506967

Work Phone

2033046137

Voter Registration Information

* Participation requires that you are a registered voter in the Town of Fairfield. Are you registered to vote in Fairfield?

☒ Yes ☐ No, but plan on registering

Per the Town Charter, party balance must be maintained on most boards and commissions. What is your party affiliation?

- ☐ Democratic Party
☐ Green Party
☐ Independent Party
☐ Other Party
☐ Republican Party
☒ Unaffiliated (No party affiliation)

*** Which Board or Commission are you interested in?**

Ethics Commission

*** Have you read the written description of the board's role that is available on the Town website?**

☒ Yes ☐ No

*** Tell Us how you learned about this board/open position - press release, another board member, newspaper, etc.**

Town website

*** Please indicate who, if anyone you have spoken to regarding the work and time commitment of this board. Check all that apply.**

- ☐ Board Chair
☐ Department Head
☐ First Selectman
☐ Other Board Members
☐ Other Person(s)
☒ None of the Above

Why are you interested in serving on this Board and what can you contribute?

I have enjoyed a long career in emerging markets private equity and infrastructure investing where I have had to work ethically and legally in countries ranked at the bottom globally in terms of corruption indices. For the past ten years I have served as Chief Compliance Officer at Ridgebury, the business I co-founded, which has ships operating globally - again in many places that are very challenging - and have earned a reputation for mandating and enforcing ethical behavior. I am an active member of the Maritime Anti-Corruption Network and was recognized by Riverstone (global energy investor with \$35 billion invested capital) with the "Anti-Bribery and Corruption MVP" award for 2023, in recognition of our successful program to instill ethical behavior throughout our organization. At the same time, I am a reasonable, practical non-ideologue. I became a US Citizen in 2018 and take those privileges and responsibilities seriously. I cherish my vote and my political independence. I have seen bodies such as this one used for political score-settling and to score partisan victories; I have no interest in that and would be a reasonable and impartial voice on the commission.

*** Resume/Bio**

No file chosen

The Resume/Bio field is required

Please upload a copy of your resume or a brief biography.

Additional Information

Use this space to provide any additional information you'd like to share.

Please note that all information entered here will be used as backup documentation during the appointment consideration process and is considered public information under the Freedom of Information Act (FOIA).

HEW CROOKS

546 North Benson Rd., Fairfield, CT 06824 | 203-550-6967 | hew.crooks@gmail.com

EMPLOYMENT HISTORY

Ridgebury Tankers

Westport, CT

Partner & Chief Financial Officer, April 2013 - Present

Founding partner in a maritime asset management and shipowning business:

- Invested over \$650 million in investor equity in nine separate shipowning ventures, delivering positive returns to institutional (PE and Hedge Fund) investors each time
- Hired several times by distressed bondholders to complete workouts and liquidations
- Develop budgets, KPIs and monitor organizational performance
- Served as Chief Compliance Officer – active member of the Maritime Anti-Corruption Network; received award for program to ensure compliance with FCPA and other anti-corruption laws

Safe Water Network

New York, NY

SVP Operations, Head of Projects and Impact Initiatives, January 2011 – March 2013

Designed and implemented innovative, market-based, sustainable business models to establish and grow commercially-focused water systems that have provided permanent supply and benefit to 250,000 people:

- Directed field teams in Africa and India in the creation of new scale initiatives involving multiple technologies and business models for community water projects
- Collaborated with businesses, local communities, governments and not-for-profit organizations to implement public-private partnerships
- Designed and implemented improved operating and financial models (cutting operating and capital costs by 55% at the project level) to support accelerated roll out of water projects on a broad scale
- Supported CEO with fundraising and corporate engagement, working actively in partnerships with Merck, Pepsi and IBM
- Developed budgets, KPIs and monitored organizational performance

Great Circle Capital

Stamford, CT

Partner, January 2001- June 2010

Founding partner of private equity firm focused on growth projects and infrastructure investments in areas of transportation, third-party logistics, energy support, ports, terminals and related service businesses

- *Buyouts and Growth Capital:* Managed project teams, actively sourced transactions, conducted extensive due diligence, negotiated acquisition terms and agreements, served on portfolio boards and sub-committees, supported companies in capital raising, add-on acquisitions, JVs and dispositions
 - *Infrastructure and Project Finance:* managed all aspects of development, planning, financing and operation for major projects including ports and marine terminals, offshore logistics bases as well as land-based intermodal logistics developments
 - *Post-Acquisition Management:* Worked with in-country management to develop and implement business plans and annual budgets. Designed and executed roll-up/M&A strategies to build leading supply chain and project logistics businesses in multiple countries. Oversaw integration process, including personnel upgrades, systems integration, process streamlining and sale of non-core assets
 - *Fund Operations Management:* Responsible for all aspects of fund operation including capital raising, accounting, personnel management, MIS, audit preparation, LP relations and preparation of quarterly valuations in accordance with all applicable guidelines. Served as primary point of contact for external members of Advisory Board and participated as member of fund Investment Committee. Headed capital and strategy committees of boards.
-

Stanton Capital Corporation**New York, NY and Lima, Peru***Partner, June 1995 – January 2001*

Managing Director and head of Latin American operations for emerging markets buyout firm; established start-up Lima, Peru office and managed all Latin American activities

Successfully invested in privatizations, greenfield projects and growth opportunities in broad range of primary industries including steel, ports, warehousing, agriculture, energy infrastructure and mining

Member of board of directors and served on key board sub-committees for all portfolio investments

Served as interim CEO of portfolio company during crisis caused by death of founder, stabilized situation and managed successful sale outcome

Investcorp International Inc.**New York, NY***Associate, June 1992 – June 1995*

Associate at leading private equity firm focused on medium-sized buyouts in retail, distribution, business services and other sectors. Specialized in turnarounds, workouts and recapitalizations.

Deeply involved in all phases of purchase and restructuring of bankrupt Circle K convenience store chain via Chapter 11 process, followed by refinancing, successful IPO and ultimate strategic sale

Key member of team created to implement turnaround plans for problem portfolio companies in distribution, manufacturing and retail sectors. Efforts resulted in two successful strategic sales and one IPO, generating high returns on capital for companies thought to be write-offs

Lehman Brothers**New York, NY***Investment Banking Analyst, August 1990 – June 1992*

Top-ranked corporate finance and M&A analyst, working in Energy and Natural Resources group

Assisted with company capital-raising efforts via debt, equity and master limited partnerships (MLPs)

Coordinated M&A mandates in Exploration & Production, Refining, and Oilfield Services sectors

Performed all types of valuations including comparable company, comparable transaction, discounted cash flow, Master Limited Partnership and LBO analysis

ACADEMIC BACKGROUND

Amherst College**Amherst, MA***Bachelor of Arts, cum laude, May 1990*

Athletics and Activities: Rugby (captain), Swim Team, Crew Team, Glee Club, Chi Psi Fraternity

AFFILIATIONS AND AWARDS

Paid Consultant to International Finance Corporation (Water Systems) and to EQT Infrastructure Fund (Ports) | Board Member of Chi Psi Educational Trust | Chief Scout (Canadian equivalent of Eagle Scout) | Board Member and Treasurer of Above the Clouds | Board Member of Hobgoblin Foundation | received Amherst College Distinguished Service Award

OTHER

Advanced Spanish, intermediate French

Twenty-year resident of Fairfield

Political registration: independent

Historic District Commission: The Historic District Commission shall consist of five members, no more than three of whom shall be registered with the same political party and three alternate members, no more than two of whom shall be registered with the same political party. Terms are five years with a two-term limit. Members are appointed by the Board of Selectmen and subject to RTM approval.

Seat	Name	Position	Party	Term Start	Term End
1	Rosina C. Negrón	Vice-Chair	U	11/22	11/27
2	Arthur N. Gravanis		R	11/23	11/28
3	James Accomando		U	11/24	11/29
4	Dr. Daryn Reyman-Lock	Clerk	U	11/20	11/25
5	George E. Clark		R	11/21	11/26
ALT1	James P. Bohan		R	11/23	11/28
ALT2	VACANT		U	11/19	11/24
ALT3	Maura Garych		D	11/21	11/26

Full		Alternate	
Party	Count	Party	Count
Republicans	2	Democrats	1
Unaffiliated	3	Republican	1
Vacancy	0	Vacacny	1
Total Full	5	Total ALT	3

1-Rosina C. Negrón –U - was appointed by the BOS on 12-20-17 and the RTM on 01/29/18 moving from Alternate to Full member. She was re-appointed by the BOS on 11-09-22 and the RTM on 11/28/22.

2- Arthur Gravanis – R – was reappointed by the BOS on 01/03/24 and the RTM on 01/29/24. He was previously appointed by the BOS on 11-20-18 and the RTM on 12-17-18 moving from Alternate to Full member.

3-James Accomando –U- was approved to move up from an alternate member to a full member by the BOS on 12/04/24 and the RTM on 12/16/24 leaving a vacancy for Alternate. Mr. Accomando replaced Adam J. Klyver – R – who served two full terms. Mr. Klyver was appointed by the BOS on 12-04-19 and the RTM on 12-16-19 to his second term.

Mr. Accomando was appointed to his first term as Alternate by the BOS on 02/21/24 and the RTM on 03/25/24. Mr. Accomando replaced Alison G. Stack who was appointed by the BOS on 11-16-20 and the RTM on 12-14-20 resigned on 11/09/23.

4- Dr. Daryn Reyman-Lock was appointed by the BOS on 11-02-20 and the RTM on 11-12-20 moving from Alternate to Full member.

5- Alternate George E. Clark – R - replaced Full member Christopher Shea – R. Mr. Clark was approved by the BOS on 01/03/24 and is on the 01/29/24 RTM agenda for approval. Mr. Shea resigned due to being elected to the RTM on 11/07/23. Mr. Shea was appointed by the BOS 01-04-17 and the RTM on 01-30-17 from Alternate to Full member.

ALT1-James P. Bohan was reappointed by the BOS on 01-03-24 and the RTM on 01/29/24. He was previously appointed by the BOS on 12-05-18 and the RTM on 12-04-19 to serve his first term.

ALT2- VACANT - Greg A. Valente (D) was approved by the BOS on 02/05/25 and is on the 02/24/25 RTM agenda for approval. The seat was previously held by James Accomando -U – who was moved to full member. Mr. Accomando was appointed to his first term as Alternate by the BOS on 02/21/24 and the RTM on 03/25/24. Mr. Accomando replaced Alison G. Stack who was appointed by the BOS on 11-16-20 and the RTM on 12-14-20 resigned on 11/09/23.

ALT3- Maura Garych (D) – was appointed to her first term as Alternate by the BOS on 01/31/24 and the RTM on 02/26/24. Ms. Garych replaced George E. Clark –R – who was appointed to Alternate by the BOS on 01-03-18 and the RTM on 01/29/18. Mr. Clark was approved by the BOS on 01/03/24 and is on the 01/29/24 RTM agenda for approval.

The Historic District Commission discusses and votes on alterations to properties that are within the town's three historic districts in Greenfield Hill, Southport, and the Old Post Road by downtown Fairfield. The Historic District Commission shall have the powers and duties conferred upon historic district commissions and historic properties commissions generally by Chapter 97a of the General Statutes (C.G.S. § 7-147a et seq.).

Duties include approving nearly any change to a property that is within a historic district if that change is visible from a public street (assuming that natural barriers such as shrubs and trees are not in place, since they can be removed) and studying and making recommendations to the RTM to establish additional historic properties from time to time as it sees fit. Only properties authorized in writing by the owner of record shall be recommended by the commission as designated by the RTM as historic properties.

Updated 12-01-21

Updated 11-14-22

Updated 01-07-24

Updated 12/02/24

Updated 02/11/25

Boards and Commissions Interest Form

Print

Submitted by: Greg Valente

Submitted On: 2024-11-13 10:41:59

Submission IP: (24.184.13.193)

proxy-IP (raw-IP)

Status: Open

Priority: Normal

Assigned To: Christine Brown

Due Date: Open

Attachments

- [Greg Valente Client Leadership 2024.pdf](#) - 2024-11-13 10:42:00 am

Boards and Commissions Interest Form

To be considered for appointment to a Town board or commission, please complete the following questionnaire. Questions with a red asterisk require a response. Click [here](#) for information on the appointment consideration process.

* First Name

Greg

* Last Name

Valente

* Email Address

gregavalente@gmail.com

* Street Address

762 Hillside Road Fairfield CT 06824

* Zip Code

☒ 06824 ☐ 06825 ☐ 06890

Home Phone

9178260770

Cell Phone

9178260770

Work Phone

9178260770

Voter Registration Information

* Participation requires that you are a registered voter in the Town of Fairfield. Are you registered to vote in Fairfield?

☒ Yes ☐ No, but plan on registering

Per the Town Charter, party balance must be maintained on most boards and commissions. What is your party affiliation?

- ☒ Democratic Party
☐ Green Party
☐ Independent Party
☐ Other Party
☐ Republican Party
☐ Unaffiliated (No party affiliation)

*** Which Board or Commission are you interested in?**

Historic Commission; Greenfield Hill District please

*** Have you read the written description of the board's role that is available on the Town website?**

☒ Yes ☐ No

*** Tell Us how you learned about this board/open position - press release, another board member, newspaper, etc.**

Adam Klyver, Historic Commissioner

*** Please indicate who, if anyone you have spoken to regarding the work and time commitment of this board. Check all that apply.**

- ☒ Board Chair
- ☐ Department Head
- ☐ First Selectman
- ☐ Other Board Members
- ☐ Other Person(s)
- ☐ None of the Above

Why are you interested in serving on this Board and what can you contribute?

I live in Greenfield Hill, and I am the member of the Grange in Greenfield Hill, and know the town very well. I wish to maintain and enhance the Historic Values and Town Historic Foundations of our great town of Fairfield by being part of the commission, and being part of the work, and decisions that support the commissions goals.

*** Resume/Bio**

No file chosen

The Resume/Bio field is required

Please upload a copy of your resume or a brief biography.

Additional Information

I am also a member of many Boards in and near Fairfield, including; Southport CT Seaport Car Club, Sacred Heart University Welch Business School, Sigma Chi Fraternity - Sacred Heart Chapter Advisor, and the National Association of US Navy - Naval Veterans Port-5 Board Member and Treasurer.

Use this space to provide any additional information you'd like to share.

Please note that all information entered here will be used as backup documentation during the appointment consideration process and is considered public information under the Freedom of Information Act (FOIA).

Greg Valente

917.826.0770 + gregavalente@gmail.com + [linkedin.com/in/greg-valente/](https://www.linkedin.com/in/greg-valente/)

Sales Leadership | Insurance Market Segment Leader | Client Relationships

Growth Minded Sales Leader, with over 25 years of successful sales leadership, business origination, and consistent revenue growth in the Insurance & Financial Services Markets. Big-4 Consulting Client Partner, and Insurance Segment BD Leader. Executive Business Development professional, developing and supporting largest client relationships and disciplined to lead engagements in a high- performance matrix sales culture. Client leadership roles for the most progressive market leaders; including Ernst & Young, and IBM. Well-known in the Insurance industry circles for new and existing client development, and an unwavering commitment to the client's business goals. A career in building long-term executive relationships, that consistently exceed all bookings, revenue goals, through partnering and integrating advanced marketing leading solutions.

CORPORATE COMPETENCIES

Executive Leadership • Large Engagement Origination • Consulting Sales Culture and Sales Operations
Sales Team Development & Success Mentoring • Client Relationship Management & Deal Execution
Market Knowledge and Leadership, w/Proven Go-To-Market Strategies
Proficient in All Technologies • Strategic Alliance Partnerships

CAREER POSITIONS

GENPACT CORPORATION, Insurance Market Segment | NY,NY| 2023–Present

P/C & Life & Annuity Insurance Market Segment Leader; dedicated to developing USA Insurance Markets
Genpact (NYSE: G) includes more than 125,000 employees, with 100+ Delivery Centers in 30 Countries

Insurance Market Segment Leader, Group Vice President of New Business Development Clients

Lead all Business Development direction and Partner integration for Insurance Segment

- Created a new Sales Culture, built and drove teams in Insurance Market, BPO, Tech, AI, & Outsourcing
- Aligned Selling/Delivery Models to the Insurance Client market, Researched, and Delivered complex strategic client led engagements for top-revenue clients
- Standardized; Consistently met all bookings & revenue milestones through methodical execution field sales

ERNST&YOUNG (EY), Insurance Market Segment | New York, NY | 2020–2023

Dedicated to Largest Financial Market Client Relationships and the Insurance Market Segment Leader
EY FSO includes more than 15,000 professionals in 14 market segments in over 150 global cities

Insurance Market Segment Leader, Managing Director of Business Development

- Led \$300M+ in originated pipeline in my Insurance clients, and drove Insurance Segment New Logo development
- Led Business Development direction, strategy, w/Partner integration for Advisory, Strategy, and Tax Service lines
- Led the Metro New York-Insurance Market Segment (Alpha Team) largest Insurance engagements (100+ wins)
- Guide teams in managed services, technology development, and manage the AI/Digital technology integration.
- Smart BD Leader; Insurance Market thought leadership, always researching, always learning, working the most, complex engagements for market top clients

IBM, GTS-Global Technology Services (SO/CSO) | Armonk, NY | 2015–2020

IBM's largest global division (GTS), representing over \$50B in information/technology services, including the designing, building, running, and maintaining of critical client infrastructure.

Global Client Services Partner (2017-2020), Strategic Outsourcing Partner (2015-2017)

- Led strategic engagements with the global account teams and within the public and communications market sectors on behalf of client involvement, education, motivation, issue resolution, and other key metrics.
- Collaborated one-on-one with major clients to create targeted Agile delivery solutions that met and exceeded financial targets.
- Coached 20+ colleagues from multiple divisions to build a seamless and effective 'one company' solution that significantly enhanced client satisfaction.

XEROX CORPORATION | Xerox Business Services | Norwalk, CT | 2012–2015

Insurance/Financial Global Accounts, Providing ITO; information technology outsourcing and managed solutions to business challenges

Director of Insurance/Financial Services Global Accounts (2013-2015), Director of Strategic Accounts (2012-2013)

- Financial/Insurance Market Leader - Provided ITO Services for the largest existing business services largest client
- Global Lead Client Partner; Managed a Fortune 10, with over 275+ companies, 200K employees, 50+ Vendors
- Led advanced business development efforts for the financial, banking, and insurance markets.
- Developed, implemented, and managed a new 'Synergy' team for effective cross-selling.

Highlights: Maintained **\$1B** in contract value for largest client.
 Successfully onboarded 15 new internal divisions representing **\$200M** in revenue growth.
 Acquired over **\$500M+** in new pipeline, for new & existing global clients.

DELL CORPORATION | Virtustream Division | Bethesda, MD | 2010–2012

CaaS-Cloud as a Service Application management software, including Software as a Service (SaaS) and Infrastructure as a Service (IaaS for major corporate enterprises and governmental agencies

Vice President of Enterprise Sales

- Managed and advised a team of 30 professionals in 7 separate regions to handle client transactions.
- Designed new methods and protocols to successfully launch a new cloud platform to major enterprise clients.

Highlights: Awarded Top Vice President designation across all Virtustream markets.
 Attained a revenue milestone of **\$100M** in annual contracts.
 Surpassed quota targets with more than 25 new signed transactions.

EARLIER CAREER POSITIONS

Limelight Networks; *Vice President of Sales, USA Enterprise Market (Highly Awarded)*

Akamai Technologies; *Director of Worldwide Channels (Highly Awarded)*

Metromedia Fiber Networks (AboveNet); *Sales Director, Sales Vice President (Highly Awarded)*

MCI Telecommunications; *Various Sales Leadership Roles (Highly Awarded)*

LICENSES & CERTIFICATIONS

*E&Y Global Client Leadership Certifications, IBM Technology and Services Certifications; SaaS, Cloud, Infrastructure Services Specialist-Digital Transformation | Certified Cloud/Application Partner
 Design Thinking Workshop Leader | Xerox Global Sales Professional Level 1-3 | Dell Global Sales School*

ADDITIONAL ACTIVITIES

Ernst & Young Community Ripples Initiative for Economic Empowerment | The Jimmy V Cancer Foundation for Cancer Research | IBM CCC-Charitable Contributions Campaign (Chairperson) | Sigma Chi – Alumni Board

EDUCATION

(MBA) Master of Business Administration: Welch School of Business, Sacred Heart University, Fairfield, CT

Sigma Chi Fraternity, Founded Chapter, Chapter Advisor, and Alumni Board Member

(BA) Bachelor of Arts, Economics: UCONN-University of Connecticut, Storrs, CT

Sigma Chi Fraternity, Member, Executive Board, Alumni Board Member

Employees Retirement Board: 9 members: 5 members appointed by the First Selectman with RTM approval for 5-year terms and a two-term limit. Other members serve two-year terms.

Seat	Name	Position	Party	Term Start	Term End
1	Nicholas J. Leeper		D	11/22	11/27
2	Caroline R. Crisa		D	11/23	11/28
3	Eric S. Newman		D	11/24	11/29
4	George Blees		R	11/20	11/25
5	VACANT			11/21	11/26
6	Suzanne Kuroghlian	Town Employee Rep.			
7	Russell Atkins	Town Employee Rep.			
8	Christopher Brand	BOE Employee Rep.			
9	William A. Gerber	First Selectman			

Full	
Party	Count
Democrats	3
Unaffiliated	0
Republicans	1
Vacancy	1
Total Full	5

1-Nicholas J. Leeper -D- was appointed to his first term by the First Selectman at the 01-31-24 BOS meeting and at the 02-26-24 RTM meeting. He replaced Jack Mahoney – U- who resigned on 01-03-24. Mr. Mahoney was appointed by the First Selectman on 11-15-17 and the RTM on 12-18-17 for his first term and reappointed by the First Selectwoman on 11-09-22 and the RTM on 11-28-22 for his second term. He served a partial term prior to this and replaced Sanford Herman, D.

2-Caroline R. Crisa – D – was appointed to her first (partial) term by the First Selectman on 08/07/24 and the RTM on 10-23-24. She takes the place of Carolyn L. Trabuco – D – who resigned and had been appointed to her first term by the First Selectman on 11-20-18 and the RTM on 11-26-18. Ms. Trabuco had served a partial term prior to this and had replaced Kathryn Fagan, R. Ms. Trabuco was reappointed to her second term by the First Selectman on 12/11/23 and the RTM on 01/29/24 RTM.

3-Eric S. Newman – D- was reappointed to a second term by the BOS on 12/04/24 and the RTM on 12/16/24. Mr. Newman was appointed to his first term by the First Selectwoman on 02-10-21 and the RTM on 04-13-20. Mr. Newman replaced Geoffrey G. Mullen, R.

4- George Blees – R - was appointed to his first (partial) term by the First Selectman at the 10-23-24 BOS meeting and at the RTM meeting on 11-25-24. Mr. Blees replaces Kevin A. Sjodin – R- who resigned and had been appointed to his first term by the First Selectwoman on 11-02-20 and the RTM on 11-12-20. Mr. Sjodin replaced Brian P. Vahey, R.

5- Joseph Quinn, Jr. (U) was approved by the BOS on 02/05/25 and is on the 02/24/25 RTM agenda for approval. James B. Brown – R - who was previously in this seat had resigned. Mr. Brown was appointed to his first term by the First Selectwoman on 01/03/22 and the RTM on 01/24/22. The seat was vacated by Scott Pollack –U- who did not want another term.

The Employees Retirement Board is responsible for the general management and direction of the pension fund for town employees and ensuring the effective operation of the retirement system.

As defined in the Town Code, Chapter 37, duties include:

- 1-Having charge of the general direction and management of the fund. Any portion of the fund may be invested by one or more trust companies or banks authorized to conduct trust business in the state or may be deposited in a savings bank or trust company or state or national bank in this state or used to purchase life insurance or endowment policies or annuity contracts issued by a life insurance company authorized to do business in the state.
- 2-The town shall provide such clerical, legal, actuarial, or medical assistance as board members require to carry out their duties.
- 3-The fiscal officer will act as executive secretary to the Employees' Retirement Board members but have no vote as a member.

Updated 01/03/22

Updated 11/14/22

Updated 01/11/24

Updated 08/12/24

Updated 11/07/24

Updated 12/02/24

Updated 02/11/25

Boards and Commissions Interest Form

Print

Submitted by: Joe Quinn

Submitted On: 2025-01-16 07:29:07

Submission IP: (108.145.161.57)

proxy-IP (raw-IP)

Status: Open

Priority: Normal

Assigned To: Christine Brown

Due Date: Open

Attachments

- [Joe Quinn - 2025.pdf](#) - 2025-01-16 07:29:08 am

Boards and Commissions Interest Form

To be considered for appointment to a Town board or commission, please complete the following questionnaire. Questions with a red asterisk require a response. Click [here](#) for information on the appointment consideration process.

* **First Name**

Joe

* **Last Name**

Quinn

* **Email Address**

jquinn0813@gmail.com

* **Street Address**

904 Reef Road

* **Zip Code**

☒ 06824 ☐ 06825 ☐ 06890

Home Phone

Ex. (123) 456-7890

Cell Phone

2035812050

Work Phone

Ex. (123) 456-7890

Voter Registration Information

* Participation requires that you are a registered voter in the Town of Fairfield. Are you registered to vote in Fairfield?

☒ Yes ☐ No, but plan on registering

Per the Town Charter, party balance must be maintained on most boards and commissions. What is your party affiliation?

- ☐ Democratic Party
☐ Green Party
☐ Independent Party
☐ Other Party
☐ Republican Party
☒ Unaffiliated (No party affiliation)

* Which Board or Commission are you interested in?

ERB/JREB

* Have you read the written description of the board's role that is available on the Town website?

☒ Yes ☐ No

* Tell Us how you learned about this board/open position - press release, another board member, newspaper, etc.

"News from the First Selectman" Email

* Please indicate who, if anyone you have spoken to regarding the work and time commitment of this board. Check all that apply.

- ☒ Board Chair
- ☐ Department Head
- ☐ First Selectman
- ☒ Other Board Members
- ☐ Other Person(s)
- ☐ None of the Above

Why are you interested in serving on this Board and what can you contribute?

I have highly relevant professional experience, have the time, feel strongly that Fairfield is a great town, and would enjoy being more involved in the local community - particularly in a role where I can contribute to Fairfield's fiscal strength.

* Resume/Bio

No file chosen

The Resume/Bio field is required

Please upload a copy of your resume or a brief biography.

Additional Information

Use this space to provide any additional information you'd like to share.

Please note that all information entered here will be used as backup documentation during the appointment consideration process and is considered public information under the Freedom of Information Act (FOIA).

JOSEPH QUINN

(203) 581 - 2050 | JQuinn0813@gmail.com

SKILLS SUMMARY

- Alternative Investments
- Manager Selection
- Operational Due Diligence
- Investment Due Diligence
- Investor Relations
- Portfolio Management

EDUCATION

May 2022 **BOSTON COLLEGE** **CHESTNUT HILL, MA**
CARROLL GRADUATE SCHOOL OF MANAGEMENT
Master of Business Administration

May 2011 **FAIRFIELD UNIVERSITY** **FAIRFIELD, CT**
Bachelor of Arts degree in Economics, Politics

PROFESSIONAL

- Level II Candidate in the Chartered Alternative Investment Analyst (“CAIA”) program

EXPERIENCE

2023-Present **BNY ADVISORS** **NEW YORK, NY**
Vice President, Operational Due Diligence

- Senior Operational Due Diligence professional responsible for conducting reviews across all vehicle types and asset classes, with focus on hedge funds and private equity managers
- Engagement Manager for Operational Due Diligence technology solution; negotiated sales contract and managed due diligence & onboarding processes
- Represented Operational Due Diligence team across various councils and committees

2019-2020 **SOUTHPAW ASSET MANAGEMENT** **GREENWICH, CT**
Consultant, Marketing & Investor Relations

- Collaborated with senior partners on sensitive initiatives related to firm strategy
- Rebuilt standard marketing materials and created pitchbook for new long-lockup vehicle
- Devised and implemented internal reporting framework based on experience as an allocator

2017-2019 **K2 ADVISORS / FRANKLIN TEMPLETON INVESTMENTS** **STAMFORD, CT**
Assistant Vice President, Operational Due Diligence

- Led reviews of hedge fund managers via onsite meetings, extensive dialog, background checks, various fund documentation, and service provider confirmations (PB, administrator, audit, legal, IT, etc.)
- Maintained deep working knowledge of hedge fund industry, regulatory environment, and manager-specific developments; provided independent notice of key manager developments
- Held key roles in development, improvement, and maintenance of technology initiatives

2011-2017 **Assistant Vice President, Manager Research**

- Responsible for extensive universe of hedge fund managers; strategies included long/short equity, merger arbitrage, long/short credit, structured credit, and volatility arbitrage strategies
- Conducted exhaustive market analysis in the liquid alternatives space leading up to the launch of multiple Franklin/K2 listed multi-manager liquid alternative products
- Built key performance reports distributed firmwide on daily/weekly/monthly basis
- Developed proprietary daily M&A monitor to track deal spreads and activity in support of event-driven strategies
- Interviewed and trained new hires in day-to-day responsibilities and process

Application General Information Form

ACCEPTANCE -- IT IS UNDERSTOOD AND AGREED BY THE UNDERSIGNED THAT FUNDS RECEIVED AS A RESULT OF THIS APPLICATION IS SUBJECT TO THE REGULATIONS GOVERNING HIGHWAY SAFETY PROJECTS. THIS AGREEMENT MAY BE TERMINATED BY EITHER PARTY IN ACCORDANCE WITH TRANSPORTATION SAFETY SECTION POLICY. COPY OF POLICY OBTAINED UPON REQUEST.

Draft

Project Title: * *2025 Distracted Driving High Visibility Enforcement*
Governmental Unit/Agency: * *Town of Fairfield*

Check here if the remittance address is different than the Applicant/Organization address.

Governmental Unit/Agency Information

Governmental Unit/Agency: *Town of Fairfield*

Address * *725 Old Post Road* **City *** *Fairfield*

State * *Connecticut* **Zip *** *06824*

FEIN **UEI Number**

Applicant Information

Applicant Name: *Fairfield Police Department*

Address * *725 Old Post Rd* **City *** *Fairfield*

State * *Connecticut* **Zip *** *06824-6684*

E-mail * *jzdru@fairfieldct.org* **Phone *** *(203) 254-4687*

Fax

FEIN * **UEI Number ***



Project Director Information

Designated Project Director for this grant: *Jeremy Zdru **

First Name *

Jeremy

Last Name *

Zdru

Title *

Traffic Unit Lieutenant

Email *

jzdru@fairfieldct.org

Phone *

(203) 254-4687

Financial Officer Information

Designated Financial Officer for this grant: *David Becker **

First Name *

David

Last Name *

Becker

Title *

Chief Financial Officer

Email *

dbecker@fairfieldct.org

Phone *

(203) 256-2915

Authorizing Official Information

Designated Authorizing Official for this grant: *William Gerber **

First Name *

William

Last Name *

Gerber

Title *

First Selectman

Email *

wgerber@fairfieldct.org

Phone *

(203) 256-3030

Problem ID

Applicant: *Fairfield Police Department*

Project Title: *2025 Distracted Driving High Visibility Enforcement*

To date, identifying the role distracted driving has played in fatality and serious injury crashes has been a challenge in Connecticut, due to the way crash data is collected and limitations of the crash reporting form (PR-1) itself. In order to effectively allocate funds to multiple areas including enforcement mobilizations, the HSO chose to use an index of a combination of factors to best identify where the largest volumes of crashes, non-interstate roadway use, and population centers intersect. The goal of which is to target suspected locations where distraction as a result of hand held mobile phone use by drivers leads to crashes; and to identify areas where enforcement of Connecticut's hand held mobile phone for drivers can most be effective.

The applicant was selected by the HSO to conduct High Visibility Enforcement (HVE) based on a combination of the following data, weighted and ranked to determine areas where traffic volumes are highest, and the most crashes occur by town. The following ranking system was used by our data consultant.

- Fatal and injury crashes
- Daily Vehicle Miles Traveled (DVMT)
- Population
- Crash rate per DVMT
- Crash Rate per population
- Past High Visibility Enforcement grant performance

Crash data can be obtained from the Connecticut Crash Data Repository at: <http://www.ctcrash.uconn.edu/>

STATEMENT OF THE PROBLEM AND BACKGROUND INFORMATION

Distracted driving is one of the most serious threats to roadway safety today. Many drivers mistakenly believe it only involves handheld cell phone use, but the Centers for Disease Control and Prevention (CDC) identifies three types of distracted driving:

- Visual distractions – taking your eyes off the road.*
- Manual distractions – removing your hands from the wheel.*
- Cognitive distractions – losing focus on driving.*

Each year, an estimated 3,000 lives are lost due to distracted driving. In Connecticut alone, CT.gov reported over 5,400 crashes attributed to distracted driving in 2021, accounting for approximately 3% of all accidents. The Town of Fairfield, like many other communities, has been significantly impacted. Since 2021, there have been 130 motor vehicle crashes in Fairfield caused by distracted driving—incidents that could have been prevented if drivers had remained focused on the road.

The Fairfield Police Department's Traffic Unit is a dedicated nine-member team, including a Captain, Lieutenant, Sergeant, and six patrol officers, focused on enforcing traffic laws. Fairfield also leads the Southern Fairfield County Traffic Unit (SFCTU), a regional partnership with Bridgeport, Easton, Stratford, Monroe, and Trumbull, working together to improve roadway safety.

From January 2021 to October 2024, Fairfield officers have issued approx. 2,945 distracted driving infractions through the efforts of the Traffic Unit, patrol officers, and state-funded Distracted Driving Grants. These grants provide critical resources to increase enforcement and reduce this dangerous behavior on our roads.

Our primary goal is to reduce injury and fatal crashes caused by distracted driving, especially those involving handheld mobile devices. Under High Visibility Enforcement (HVE) and Connecticut's mobile electronic device ban, officers will continue targeting high-risk areas and educating violators on the dangers of distracted driving. Every stop, citation, and educational moment contributes to preventing future crashes and making our roadways safer for all.

Additional Documentation

			Target Goals *
			Project Period
Distracted Driving Crashes			Distracted Driving Crashes
2021	2022	2023	2025
31	102	70	0
Distracted Driving Fatalities			Distracted Driving Fatalities
2021	2022	2023	2025
0	0	0	0
Distracted Driving Injuries			Distracted Driving Injuries
2021	2022	2023	2025
3	27	13	0
Distracted Driving Citations Issued			Distracted Driving Citations Issued
2021	2022	2023	2025
752	448	573	500

Problem Identification

List locations with the highest problems	
Post Rd (Route 1) @ River- High traffic area / elevated distracted driving	*
Black Rock Tpk -High Traffic area / propensity of mobile device use	*
Kings Hwy E @ Villa- Main intersection/ clean view for violations	*
Redding Rd - very traveled road/ past pedestrian fatal accident	
Pease Ave- busy exit ramp with clear visibility for violations	
List day(s) of the week where data shows increased problems:	
Monday	*
Tuesday	*
Wednesday	*
Thursday	
Friday	
List time(s) of the day where data shows increased problems:	
0600-1000	*
1200-1400	*
1600-2000	*

Objectives

Applicant: *Fairfield Police Department*
Project Title: *2025 Distracted Driving High Visibility Enforcement*

To decrease fatalities and injuries as a result of crashes caused by driver distraction, especially those caused by hand held mobile phone use by:

- Increasing enforcement, especially HVE of Connecticut's hand held mobile phone ban for drivers in areas identified to have high rates of fatal and injury crashes

Describe the objectives to be accomplished during this project.

The objectives should be specific, clearly written, measurable, and time-framed.

Enforcing distracted driving laws is crucial to ensuring road safety and preventing accidents caused by driver inattention. Distracted driving, often due to mobile phone use, eating, or other activities, significantly increases the risk of collisions, injuries, and fatalities. Strict enforcement by our officers will not only hold drivers accountable but will also serve as a deterrent, reinforcing the importance of staying focused while behind the wheel. Public awareness campaigns, combined with penalties and technological advancements in enforcement, will further help curb dangerous behaviors. By prioritizing these laws, we can reduce preventable crashes, lower economic costs associated with accidents, and ultimately save lives, making the roads safer for everyone. Increased HVE of Connecticut's handheld mobile phone ban will make Fairfield's roads safer and further educate drivers to make all roadways in Connecticut safer not only for drivers but anyone riding or walking near our streets.

Activities

Applicant:*Fairfield Police Department**2025 Distracted Driving High Visibility
Enforcement***Project Title:****Describe activities and procedures you will undertake to achieve each objective. *****Identify project personnel and responsibilities. Include activity timelines.**

The Fairfield Police Department Traffic Unit has a dedicated nine-member team which consists of a Captain, Lieutenant, Sergeant and six patrol officers specifically dedicated to the enforcement of traffic laws within the Town of Fairfield. This group of dedicated officers will have a two-pronged approach while participating in the 2025 DDHVE campaign. During high travel times our officers will utilize a spotter at problem intersections where we can have a significant impact with those operators driving distracted. We will also utilize roaming patrols so we can cover a larger area of town where we have also seen increased distracted driving. The plan is to enforce and educate as many drivers as possible.

Enforcement

Applicant: *Fairfield Police Department*
Project Title: *2025 Distracted Driving High Visibility Enforcement*

Enforcement Activity

SPRING Wave: *April 01, 2025 To April 30, 2025*

Date Location and Manpower Changes

Dates, manpower and locations chosen for this grant application should reflect intended enforcement dates but are for planning purposes. While these changes do not have to be "pre-approved" they must fall within the grant parameters. Any changes outside of grant parameter MUST be pre-approved (i.e. 10 officers working an 8 hour shift).

8 OFFICERS PER ENFORCEMENT ACTIVITY MAXIMUM. 8 HOUR SHIFTS MAXIMUM.

Drop-Down Box Choices (Enforcement Type)

Spotter type enforcement can be done in teams or individually. If working in teams, identify a spotter and other officers working the shift (non-spotter). If working alone, spotter – self initiated is the correct category. Please note – spotter -self initiated is not roving. Rather, this category involves an officer choosing a strategic, covert location advantageous to the observation of all types of hand held mobile phone use. When this behavior is observed, the officer then "self-initiates the stop."

Subgrantee Type	Enforcement Type	Number of Hours	Hourly Rate	Total
<i>Municipal PD</i>	<i>Spotter</i>	<i>32</i>	<i>\$78.00000</i>	<i>\$2,496.00</i>
<i>Municipal PD</i>	<i>Spotter/Self-Initiated</i>	<i>32</i>	<i>\$78.00000</i>	<i>\$2,496.00</i>
Enforcement Total:				\$4,992.00

Wave Breakdown	<i>Fall</i>	<i>Spring</i>	Total
Number of Planned Days	<i>0</i>	<i>10</i>	\$49,920.00
Enforcement Total	\$00.00	\$49,920.00	

Location	Type
<i>Pease Ave</i>	<i>Spotter/Self-Initiated</i>
<i>Kings Hwy/Villa</i>	<i>Spotter/Self-Initiated</i>
<i>Post Rd</i>	<i>Spotter/Non-Initiated</i>

Fringe

Applicant: *Fairfield Police Department*

Project Title: *2025 Distracted Driving High Visibility Enforcement*

Do you plan on submitting a Fringe Rate? Yes ☐ No ☒

*

Budget

Applicant: *Fairfield Police Department***Project Title:** *2025 Distracted Driving High Visibility Enforcement*

Salaries

Category	Enforcement		Estimated Wages Subtotal
Municipal PD	\$49,920.00		\$49,920.00
Resident Trooper	\$00.00		\$00.00
Officer/Constable	\$00.00		\$00.00
State Police	\$00.00		\$00.00
Total Estimated Wages:			\$49,920.00

Fringe Benefits

Category	Fringe Benefit Rate	Fringe Benefits Cost Subtotal
Municipal PD	00.00000%	\$00.00
Resident Trooper	00.00000%	\$00.00
Officer/Constable	00.00000%	\$00.00
State Police	00.00000%	\$00.00
Total Estimated Fringe Benefits:		\$00.00

Indirect Costs

Approved Indirect Cost
Rate (if applicable): * 00.00000%

Total Indirect Costs: \$00.00

City/Town/Agency's Chief Financial Officer or Authorizing Official

I further certify that this statement is correct in all respects and that the Indirect Costs Rate identified above accurately identifies what is allowable.

Click **Save** to populate the Signature Date and Title of the selected Authorizing Official.

Name: *

Signature:*

Title: *

Signature*

Date:

Equipment

List Each Item.

Any items valued equal to or greater than \$10,000 require NHTSA Pre-Approval.

Click the + icon to **add** a new row

Click the - icon to **delete** an existing row

Item	Quantity	Cost Per Item	Total Cost	Buy America Supporting Documentation (If any item's Cost Per Item >= \$10,000, Buy America Documentation is Required)
		\$	\$00.00	

Total Equipment Costs:

\$00.00

Copy of Equipment Quote

Supported file types: .doc, .docx, and .pdf

Other Supporting Documentation

Supported file types: .doc, .docx, and .pdf

Grand Total

Grand Total
Amount: \$49,920.00

Budget Notes:

Budget Summary

Total Federal Budget \$49,920.00

Total Match Budget \$00.00

Relevant FAIN numbers will initially be unavailable during the grant submission process.

FAIN Numbers will be automatically assigned here once the grant has been submitted, reviewed and processed by CT HSO.

Federal Award Identifier Number (FAIN):

Cost Category	Amount	Budget Summary Approval (For HSO Staff Only)		
Officers-Salaries	\$49,920.00	Approved	Conditions Apply *	N/A
Officers-Fringe Benefits @ 00.00000%	\$00.00	Approved	Conditions Apply *	N/A
Trooper-Salaries	\$00.00	Approved	Conditions Apply *	N/A
Trooper-Fringe Benefits @ 00.00000%	\$00.00	Approved	Conditions Apply *	N/A
State Police-Salaries	\$00.00	Approved	Conditions Apply *	N/A
State Police-Fringe Benefits @ 00.00000%	\$00.00	Approved	Conditions Apply *	N/A
Indirect Cost	\$00.00	Approved	Conditions Apply *	N/A
Total Federal Budget	\$49,920.00	* Conditionally Approved amounts will only be reimbursed upon satisfying the condition mentioned below		
Total Grant Amount	\$49,920.00			

Notes

Reimbursement Requirements

NOTE: This is a federally reimbursable program. The cost of all expenses incurred under this project must first be paid for with municipal or state agency funds. The sub-grantee may then apply for reimbursement based on the procedures and policies listed below.

Requested Project Start Date *		Approved Project Start Date
04/01/2025		The HSO-Approved Project Start Date will populate here once the submitted grant has been reviewed by HSO staff.
Billing Period Start Date	Billing Period Ending Date	Reimbursement Deadline
April 1, 2025	April 30, 2025	May 31, 2025

- All reimbursements must be signed and dated by the sub-grantee's authorizing official.
- Reimbursements should be submitted on a quarterly/monthly basis, per program, per program manager, during the term of the approved grant.
- Under the terms and conditions of this project application, ALL SUPPORTING DOCUMENTATION must be submitted to the Highway Safety Office no later than thirty (30) days after the project's ending date. Please verify the project start date, project ending date, and reimbursement deadline prior to any project activity.
- All reimbursements must include the invoice as well as proof of payment (examples: for airfare or hotel; a billing statement showing a zero balance, a screen shot from system showing vendor and payment amount with voucher number, copy of front and back of canceled check, or notarized letter which includes check number and date when expenditure was paid).
- Deadline for all federal reimbursements for salary positions must be invoiced to the CT Highway Safety Office (HSO) no later than October 30th. Failure to do so may jeopardize your reimbursement.
- All salary reimbursements must be accompanied by signed timesheets and/or reports. Signature of both the employee and authorizing Supervisor is required.
- Deadline for all federal reimbursements for commodity purchases and other pre-approved grant items should be submitted to the HSO no later than October 30th.
- Photocopies of any media coverage (if applicable) or supportive documentation can be included. Grant category budgets should be adhere to, funding is not fluid between budget categories. Only expenses contained in the approved Highway Safety Project application may be claimed for reimbursement.

FAILURE TO MEET THE REIMBURSEMENT REQUIREMENTS SET FORTH MAY RESULT IN YOUR CLAIM BEING DENIED.

Certifications & Assurances

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the NonDiscrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;

- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

 - a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
 - b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
 - c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
 - d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
 - e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)

(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure

RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. *The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. The participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, department the or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Signature

This section must be completed by an Authorizing Official or Financial Officer belonging to the applicant's organization.

I understand that my statements in support of the State's application for Federal grant funds are statements upon which the Federal Government will rely in determining qualification for grant funds, and that knowing misstatements may be subject to civil or criminal penalties under 18 U.S.C. 1001. I sign these Certifications and Assurances based on personal knowledge, and after appropriate inquiry.

Name: *
Title: *

Signature: *
Signature Date:

Audit Requirements

This page must be completed by an Authorizing Official or Financial Officer belonging to the applicant's organization.

NOTE: PLEASE DO NOT SIGN FOR BOTH STATEMENTS

Attachment A

SINGLE AGENCY AUDITING REQUIREMENTS AND PROCEDURES EFFECTIVE OCTOBER 1, 2024

AUDIT REQUIREMENT STATEMENT:

The town/city/agency of _____ declares that for the fiscal year ending September 30, 2025, the sum total of Federal funds awarded to local government agencies from all sources **DOES exceed \$1,000,000.00** and that it will conduct an audit report as required under 2 CFR part 200 subpart F (REVISED) AUDITS OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS AND 49 CFR UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS PART 18.26.

Name:

Signature:

Title:

Date:

(NOTE: PLEASE DO NOT SIGN FOR BOTH STATEMENTS)

AUDIT EXEMPTION STATEMENT:

The town/city/agency of _____ declares that for the fiscal year ending September 30, 2025, the sum total of Federal funds awarded to local government agencies from all sources **DOES NOT exceed \$1,000,000.00** and that an independent audit is not required under 2 CFR part 200 subpart F (REVISED) AUDITS OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS AND 49 CFR UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS PART 18.26.

Name:

Signature:

Title:

Date:

The following sanctions policy will be in effect for sub grantees who do not submit Audit Reports or who do not correct findings in those reports:

- a. Any sub grantee receiving \$1,000,000.00 or more in Federal funds from all sources who fails to submit an audit report two or more sequential fiscal years will not be eligible for highway safety grants until all audit reporting requirements are met.
- b. Any sub grantee who has not taken corrective action on an audit finding within six months of the submission of an audit report will have funds automatically deducted from any pending claims. If there are no pending claims with the HSO, the sub grantee will not be eligible for highway safety grants until a corrective action has been negotiated with the HSO.

Attachment A

SINGLE AGENCY AUDITING REQUIREMENTS AND PROCEDURES EFFECTIVE OCTOBER 1, 2024

AUDIT REQUIREMENT STATEMENT:

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Name:

Signature:

Title:

Date:

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Name:

Signature:

Title:

Date:

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Attachment A**SINGLE AGENCY AUDITING REQUIREMENTS AND PROCEDURES EFFECTIVE OCTOBER 1, 2024****AUDIT REQUIREMENT STATEMENT:**

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Name:

Signature:

Title:

Date:

(NOTE: PLEASE DO NOT SIGN FOR BOTH STATEMENTS)**AUDIT EXEMPTION STATEMENT:**

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Name:

Signature:

Title:

Date:

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Attachment A

SINGLE AGENCY AUDITING REQUIREMENTS AND PROCEDURES EFFECTIVE OCTOBER 1, 2024

AUDIT REQUIREMENT STATEMENT:

The town/city/agency of _____ declares that for the fiscal year ending September 30, 2025, the sum total of Federal funds awarded to local government agencies from all sources **DOES exceed \$1,000,000.00** and that it will conduct an audit report as required under 2 CFR part 200 subpart F (REVISED) AUDITS OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS AND 49 CFR UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS PART 18.26.

Name:

Signature:

Title:

Date:

(NOTE: PLEASE DO NOT SIGN FOR BOTH STATEMENTS)

AUDIT EXEMPTION STATEMENT:

The town/city/agency of _____ declares that for the fiscal year ending September 30, 2025, the sum total of Federal funds awarded to local government agencies from all sources **DOES NOT exceed \$1,000,000.00** and that an independent audit is not required under 2 CFR part 200 subpart F (REVISED) AUDITS OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS AND 49 CFR UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS PART 18.26.

Name:

Signature:

Title:

Date:

The following sanctions policy will be in effect for sub grantees who do not submit Audit Reports or who do not correct findings in those reports:

- a. Any sub grantee receiving \$1,000,000.00 or more in Federal funds from all sources who fails to submit an audit report two or more sequential fiscal years will not be eligible for highway safety grants until all audit reporting requirements are met.
- b. Any sub grantee who has not taken corrective action on an audit finding within six months of the submission of an audit report will have funds automatically deducted from any pending claims. If there are no pending claims with the HSO, the sub grantee will not be eligible for highway safety grants until a corrective action has been negotiated with the HSO.

Attachment A

SINGLE AGENCY AUDITING REQUIREMENTS AND PROCEDURES EFFECTIVE OCTOBER 1, 2024

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Name:**Signature:****Title:****Date:****(NOTE: PLEASE DO NOT SIGN FOR BOTH STATEMENTS)****AUDIT EXEMPTION STATEMENT:**

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Application Signatures

Subgrantee Signatures

Authorizing Official

* **Name:**

* **Title:**

* **Signature:**

Signature Date:

Financial Officer

* **Name:**

* **Title:**

* **Signature:**

Signature Date:

Project Director

* **Name:** *Jeremy Zdru*

* **Title:** *Traffic Unit Lieutenant*

* **Signature:** *Jeremy Zdru*

Signature Date: *01/30/2025*

CTHSO Signatures

Program Manager

* **Name:**

* **Title:**

* **Signature:**

Signature Date:

Supervisor

* **Name:**

* **Title:**

* **Signature:**

Signature Date:

Fiscal

* **Name:**

* **Title:**

* **Signature:**

Signature Date:

Program Coordinator

* **Name:**

* **Title:**

* **Signature:**

Signature Date:

Governor's Representative

* **Name:**

* **Title:**

* **Signature:**

Signature Date:



Connecticut Department of Transportation

Active Transportation Microgrants APPLICATION

The Connecticut Department of Transportation (DOT) in conjunction with the Councils of Government in Connecticut (COG) invite you to apply for Active Transportation Microgrants. The purpose of this grant program is to provide eligible organizations with funding for resources that advance safe, accessible, sustainable and equitable walking, biking and rolling in Connecticut. Schools, school districts, municipalities and 501(c)(3) nonprofits are eligible to apply and are limited to two grants in a 12-month period.

Microgrants will provide funding up to \$5,000 for each eligible applicant on a rolling basis. The intended uses are non-infrastructure purposes including bike helmets, bike locks, bike maintenance training and materials, bicycle fleets including adaptive bicycles, League Certified Instructors training, programs and events supporting bicycle and pedestrian safety, and safety vests.

Need help thinking through a project, preparing your application, or submitting materials? Please refer to program guidelines or contact our Transportation Supervising Planner, Anna Bergeron, at Anna.Bergeron@ct.gov or 860-594-2140.

Application Contact Information

Date: December 11, 2024 COG: MetroCOG
Municipality: Fairfield CT Organization Name: Safer Streets Program
School Name: _____ School District: _____
Project Address: Sullivan Independence Hall, 725 Old Post Road, Fairfield CT 06824
Contact Name/Title: Lisa Clair, Communications Director
Email Address: Lclair@fairfieldct.org Phone Number: 475-342-9787
Alternate Contact Name/Title: Christine Brown, Chief of Staff
Alt. Email: Cbrown@fairfieldct.org Alt. Phone: 203-394-8940



Application Questions

Background

1. Which of the following best describes your organization?
 - ☐ School
 - ☐ School District
 - ☒ Municipality
 - ☐ Nonprofit with 501(c)(3) status*

***If you are a nonprofit**, you will need to submit proof of your status as a legal entity, such as a copy of your IRS Determination Letter, along with your application.

2. Has your organization registered for Safe Routes to School? To be eligible for this grant, you must register with the Connecticut Department of Transportation Safe Routes to School Program, regardless of your organization type. Registration Link: [Registration for Connecticut Safe Routes to Schools Program \(office.com\)](#)
 - ☒ Yes
 - ☐ No

3. Please tell us about your proposed project. Who will this project serve, and how will they benefit from it? How will the project advance active transportation in an equitable, safe, accessible and sustainable way for vulnerable road users in Connecticut?

The "Safer Streets" Program for the Town of Fairfield was conceived to enhance road safety for all residents by creating greater awareness of personal behavior through education, reduce the number of injuries and fatalities by slowing down drivers' rate of speed, and encourage safer, more alert behavior

Funding

4. What is the amount of funding requested up to \$5,000? \$5,000.



5. What is the intended use of the grant funds?

- ☐ Bicycle helmets
- ☐ Bicycle locks
- ☐ Bicycle maintenance training and materials
- ☐ Bicycle fleets including adaptive bikes
- ☐ League Cycling Instructors training
- ☒ Programs, events and materials for bicycle and pedestrian safety education
- ☐ Safety vests

6. Please provide a brief breakdown of the total funding request:

Eligible Item	Quantity	Funding Needed
Printing of brochures and	5,000 copies	\$2,500
Printing of car magnets	1,000 units	\$2,500
Total Requested:		\$5,000.

Reporting

7. The Council of Governments (COG) will oversee the distribution of funds and be responsible for quarterly reporting of metrics including timeline for the proposed project and tracking of project outcomes. However, please provide information specific to your organization's intended timeline and use of funds:

Please tell us about your anticipated project timeline.

- Start date: **March, 2025**
- End date: **September, 2025**
- Any other major deadlines: Preparation of



8. This application must be read and signed by the authorized signatory of the respective organization.

Signature: _____ Title: First Selectman

Please make sure you've reviewed requirements in the guidelines as necessary.

Ready to submit?

Email your application and any supporting documentation to your local COG
Thank you for applying for an Active Transportation Microgrant!
If you have any questions or concerns, please contact us.

COG	Name	Email
Western CT COG	Kristin Hadjstylianos	Khadjstylianos@westcog.org
Connecticut Metro COG	Patrick Carleton	Pcarleton@ctmetro.org
Southeastern CT COG	Amanda Kennedy	Office@seccog.org
South Central Regional COG	Laura Francis	Lfrancis@scrcog.org
Northwest Hills COG	Kathryn Faraci	Kfaraci@northwesthillscog.org
Capitol Region COG	Mike Cipriano	Mcipriano@crcog.org
Naugatuck Valley COG	Rich Donovan	Rdonovan@nvcogct.gov
Northeastern COG	John Filchak	John.Filchak@neccog.org
Lower CT River Valley COG	Robert Haramut	Rharamut@rivercog.org

Anna Bergeron
Supervising Transportation Planner
CTDOT Active Transportation Unit
Anna.Bergeron@ct.gov
860-594-2140

GRANT AGREEMENT

CTDOT ACTIVE TRANSPORTATION MICROGRANT PROGRAM

This Grant Agreement is dated as of January 29, 2025 (the "Effective Date") by and between **CONNECTICUT METROPOLITAN COUNCIL OF GOVERNMENTS** ("MetroCOG") and the **[Town of Fairfield]**, a *[check appropriate circle below]*

- | | |
|--|--|
| <input type="radio"/> Private or Parrochial School | <input type="radio"/> Public School District |
| <input type="radio"/> Charter or Magnet School | <input checked="" type="radio"/> Municipality |
| <input type="radio"/> Tax Exempt Organization (Non-profit 501(c)(3)) | |

, with an address of **[725 Old Post Road, Fairfield, Connecticut 06824]** (the "Recipient"). For purposes of this Agreement, MetroCOG and Recipient are each sometimes referred to as a "Party" and collectively as the "Parties".

1. **AWARD AMOUNT.** MetroCOG will pay to Recipient the sum of Five Thousand and 00/100 Dollars (\$5,000.00) (the "Award"). *[Note: The amount of the Award may not be greater than \$5,000.]* MetroCOG will pay the Award to Recipient within one (1) month of the Effective Date.
2. **TERMS AND CONDITONS.** Recipient accepts the Award subject to the following terms and conditions.
 - a. Recipient acknowledges that, in making the Award, MetroCOG relied upon the truth and accuracy of the Recipient's responses in the Application, a copy of which is attached as Exhibit A (the "Application"). If MetroCOG discovers any misrepresentation or inaccuracy in the Application, MetroCOG may disqualify Recipient from eligibility for future grants administered by MetroCOG.
 - b. Recipient promises to use the Award exclusively for the items indicated in the Application and in accordance with the quantities and dollar amounts indicated in table included in the Application. Use of the Award for any other purpose or item is strictly prohibited and may result in Recipient being declared ineligible for future grants administered by MetroCOG.
 - c. Recipient will complete and deliver to MetroCOG a quarterly report in the format found in the CTDOT Active Transportation Microgrant Program Guidelines attached as Exhibit B (the "Guidelines") by the tenth (10th) day after the end of each calendar quarter (i. e., by January 10, April 10, July 10 and October 10) until the Recipient has expended the full amount of the Award. Recipient shall attach to each quarterly report

copies of all invoices/receipts or other supporting documentation indicating how Recipient spent the Award.

- d. Recipient will include in all advertisements and announcements regarding the project a statement that indicating that funds for the project were provided by the Connecticut Department of Transportation Active Transportation Microgrant Program.
- e. Recipient will spend the entire Award within one (1) year from the date that Recipient receives the Award. Recipient will return to MetroCOG the amount of the Award that remains unexpended as of the first anniversary of the date that Recipient receives the Award.
- f. Recipient agrees to comply with all of the provisions of the Guidelines to the full extent that they apply to Recipient.

3. **INDEMNIFICATION.** Recipient (the "Indemnitor"), shall indemnify, save and hold harmless MetroCOG, MetroCOG's Member Municipalities, and their respective elected and appointed officials, directors, officers, employees and representatives (collectively, the "Indemnified Parties"), from and against all liabilities, actions, damages, losses, claims, demands, actions and expenses, including, but not limited to costs, expenses, consulting fees and reasonable attorneys' fees to the extend caused by: (a) any negligent act, error or omission by the Indemnitor in the performance of this Grant Agreement; (b) the negligent failure of the Indemnitor to comply with the applicable laws, statutes, ordinances or regulations of any governmental or quasi-governmental agency or authority having jurisdiction over the subject matter of this Grant Agreement; and (c) the breach of any material term or condition of this Grant Agreement by the Indemnitor. The indemnity set forth above shall survive the expiration or any earlier termination of this Agreement.

4. **MISCELLANEOUS.**

- a. Recipient's rights and obligations under this Agreement are non-assignable. Any attempt to by Recipient to assign its rights or obligations under this Agreement is void and unenforceable.
- b. No waiver of a Party's failure to perform its obligations by the other Party at any one time shall be construed as a waiver of any subsequent non-performance.
- c. This Grant Agreement shall be binding upon and insure to the benefit of MetroCOG and Consultant and their respective successors, assigns and legal representatives.
- d. The captions and headings contained in this Grant Agreement are for convenience only and are not to be construed as part of this Grant Agreement, nor shall the same be construed as defining or limiting in any way the scope or intent of the provisions of this Grant Agreement.
- e. The Exhibits shall be considered part of this Grant Agreement.

- f. This Grant Agreement shall be construed in accordance with the laws of the State of Connecticut and any dispute between the Parties arising out of this Grant Agreement shall be within the exclusive jurisdiction of the State and federal courts located in the State of Connecticut.
- g. Each Party acknowledges that there are no prior or contemporaneous oral promises, undertakings or agreements in connection with this Grant Agreement that are not contained herein. This Grant Agreement may be modified only by a written agreement signed by both Parties. All previous negotiations and agreements between the Parties, with respect to the transactions set forth herein, are merged into this instrument, the documents or other materials referenced herein, and amendments hereto mutually agreed to in writing by the Parties, which together fully and completely express the Parties' rights and obligations.
- h. If any term, covenant or condition in this Grant Agreement shall, to any extent, be invalid or unenforceable in any respect under applicable law, the remainder of this Grant Agreement shall not be affected thereby, and each term, covenant or condition of this Grant Agreement shall be valid and enforceable to the fullest extent permitted by applicable law and, if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.
- i. This Grant Agreement may be executed in one or more counterparts, each of which will be deemed to be an original of this Grant Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Grant Agreement and of signature pages by facsimile transmission, Portable Document Format (i.e., PDF), or by other electronic means shall constitute effective execution and delivery of this Grant Agreement as to the Parties and may be used in lieu of the original Grant Agreement for all purposes.

{This space intentionally left blank. The next page is the signature page.}



IN WITNESS WHEREOF, the Parties have executed this Grant Agreement as of the Effective Date indicated on the first page.

Connecticut Metropolitan Council of Governments

By: _____
Matt Fulda,
Executive Director

[Town of Fairfield]

By: _____

Name _____

Title _____

{Signature page to Grant Agreement}

EXHIBIT A:
Application

EXHIBIT B:
CTDOT Active Transportation Microgrant Program Guidelines

Memorandum

To: Board of Selectmen

From: Mark Barnhart, Director of Community & Economic Development

Date: January 31, 2025

Re: Proposed Ground Lease Agreement for 385 & 409 Quincy Street

I am requesting your favorable consideration of a resolution to authorize the Town to enter into a Ground Lease Agreement with Habitat for Humanity of Coastal Fairfield County, Inc., for two properties located at 385 & 409 Quincy Street to facilitate the development of four (4) units of affordable home ownership housing.

As you know, over the past few years the Town has been purchasing and assembling parcels within the Parkview Commons development as part of a planned multi-phased redevelopment to address long-standing flood compliance issues as well as to add to our inventory of affordable home ownership units. The Town subsequently entered into a Development Agreement with Habitat for Humanity for the redevelopment of five parcels that the Town owns. Under the terms of that Agreement, Habitat is responsible for overseeing all aspects of the development process, including the design, financing, permitting, construction, and sale of the units.

The Town and Habitat are now looking to enter into a ground lease for two of those lots at 385 and 409 Quincy Street. Both are conforming duplex building lots, and the units themselves are unoccupied. The Town and Habitat have negotiated the terms of the attached Ground Lease, along with a Declaration of Covenants and Restrictions as well as other related documents governing the development and use of the property.

The Ground Lease Agreement will also require the approval of the Representative Town Meeting (RTM) as well as a referral to the Town Plan & Zoning Commission pursuant to CGS 8-24.

I would welcome the opportunity to discuss this proposal and to respond to any questions the Board may have. Thank you again for your consideration.

Upon recording, please return to:

Hoopes Morganthaler Rausch & Scaramozza LLC
185 Asylum Street
CityPlace II/15th Floor
Hartford, CT 06103
Attention: James M. Scaramozza

GROUND LEASE AGREEMENT

This Ground Lease Agreement (this "Lease") is made this _____ day of _____, 2025 by and between the **TOWN OF FAIRFIELD** ("Landlord") and **HABITAT FOR HUMANITY OF COASTAL FAIRFIELD COUNTY, INC.**, a Connecticut non-stock corporation ("Tenant").

WITNESSETH:

WHEREAS, pursuant to a Development Agreement dated as of April 30, 2024, by and between Landlord and Tenant (the "Development Agreement"), Landlord agreed to lease to Tenant certain land situated at 385 Quincy Street and 409 Quincy Street in the Town of Fairfield, County of Fairfield, State of Connecticut, as more fully described on Exhibit A attached hereto (collectively, the "Leased Premises");

WHEREAS, the Landlord, through its Board of Selectpersons, is interested in providing affordable housing for persons of low and moderate income (the "Program"), with the aims and goals of the Program being best served by encouraging owner/occupancy of the units to comprise the Project (as such term is defined below); and

WHEREAS, the parties have agreed that upon execution of this Lease, Tenant shall have the obligation to construct, operate, and maintain on the Leased Premises two (2) residential duplexes, totaling four (4) units, of which not less than two (2) units shall be designated for families with incomes at or below sixty (60%) percent of the area median income for the Bridgeport PMSA, with the remainder of those units being designated for families with incomes at or below eighty (80%) percent of the area median income for the Bridgeport PMSA (the "Project"), in furtherance and support of the Program.

NOW, THEREFORE, in consideration of these presents, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree to this Lease on the terms and conditions set forth herein.

PROVISIONS OF AGREEMENT:

Section 1. **Leased Premises.**

Landlord, in consideration of the rents and covenants hereinafter mentioned, does hereby demise and lease unto Tenant the Leased Premises for Tenant's use and for the purpose of constructing and managing the Project.

Section 2. **Term.** The duration of this Lease shall be for a period of seventy-five (75) years, commencing on the date set forth above (the "Commencement Date"). In the event that this Lease commences on a day other than the first day of the month, Tenant shall reimburse Landlord for the Additional Rent (as hereinafter defined) based on the partial month occupied.

Section 3. Rent.

A. Base Rent. Tenant shall pay to Landlord One Dollar (\$1.00) per year base rent ("Base Rent") for the Leased Premises, payable in full, in advance, upon execution of this Lease, the sufficiency and receipt of which Landlord hereby acknowledges.

B. Additional Rent. Except as otherwise expressly set forth herein, Tenant shall be solely responsible for, and shall pay, all costs, expenses, and obligations of every kind and nature whatsoever arising from or relating to Tenant's use and occupancy of the Leased Premises and its use and operation by Tenant, which may arise or become due during the Term of this Lease, Without in any manner limiting the foregoing, Tenant shall pay to Landlord, as items of Additional Rent for said Leased Premises, the following costs and expenses:

(i) During the Term of the Lease, Tenant shall pay all Taxes concerning or relating to the land comprising the Leased Premises and Tenant's use and operation thereof. The term "Taxes" shall mean all taxes and assessments, general and special, ordinary and extraordinary, which shall or may, during the Term be assessed, levied, charged or imposed upon the Leased Premises or improvements thereon constructed by Tenant or the possession, operation, management, maintenance, alteration, use or occupancy by Tenant of the Leased Premises, or are levied or imposed upon Tenant's equipment, fixtures and other personal property located in or about the Leased Premises, or on or against the cost of any improvements made in or to the Leased Premises by or for Tenant, including without limitation any gross receipts tax or excise tax. Landlord shall provide Tenant with (or Tenant shall, at its option, arrange to receive directly from the taxing authority) copies of the various tax bills, and Tenant shall pay all such Taxes not later than the date on which such Taxes are due. In the event any Taxes or other impositions may be payable in installments, Tenant shall have the right to pay the same as such installments fall due.

For any fraction of a tax year at the beginning or end of the Term, Tenant's obligation shall be prorated as of the commencement or end of the Lease Term. For any such fraction of a tax year at the beginning of said Term, Tenant agrees to reimburse Landlord for its portion of such Taxes within thirty (30) days after presentation to Tenant of receipted copies of the bills covering the same. For any such fraction of a tax year at the end of the Term, or any extension thereof, Landlord agrees to reimburse Tenant for Landlord's portion of such Taxes within thirty (30) days after presentation to Landlord of receipted copies of the bills. Landlord will timely forward to Tenant copies of all tax notices for the Leased Premises, including the initial tax assessment and all tax notices, wherein an increase is made to the real estate tax assessment of the Leased Premises such that Tenant is able to timely contest any re-assessment.

Tenant shall have the right, at its own cost and expense, to initiate and prosecute any proceedings permitted by law for the purpose of obtaining an abatement of or otherwise contesting the validity or amount of Taxes assessed to or levied upon the Leased Premises and, if required by law, Tenant may take such action in the name of Landlord who shall cooperate with Tenant to such extent as Tenant may reasonably require, including, without limitation, the execution of documents. Landlord shall have the right to initiate and prosecute any proceedings permitted by law for the purpose of obtaining an abatement or otherwise contesting the validity or amount of Taxes assessed to or levied upon the Leased Premises if such proceeding shall in whole or in part pertain or relate to any period of time prior to or subsequent to the expiration or termination of this Lease.

(ii) Tenant shall promptly pay all utility bills, and all other charges and assessments against the Leased Premises related to or arising out of Tenant's use thereof, ordinary or extraordinary, including electricity, gas, rubbish removal, telephone, sanitary or storm sewer charges or assessments, and water rents. Tenant shall contract directly with all utility and service providers for the Leased Premises and Tenant shall timely pay such providers directly for all utility services. Landlord shall under no

circumstances be liable to Tenant in damages or otherwise for any interruption in service of any utilities and services, and the same shall not constitute an eviction (constructive or otherwise) of Tenant. Tenant shall make arrangements directly with a rubbish and waste disposal company for waste removal services in and to the Leased Premises as may be desired by Tenant or required by law. Tenant shall pay the entire cost of such rubbish and waste removal service directly to the provider of such service. Tenant shall be responsible for bringing water, electricity, gas, sewer and any other utility lines required for the Project from the property line to any structure constructed by Tenant on the Leased Premises.

(iii) Tenant shall pay for and obtain all permits, licenses and approvals necessary for the occupancy, use, construction, improvement and/or maintenance of the Project.

To the extent that any and all Taxes, or lienable utilities, permits, fees, assessments and the like, as set forth hereinabove and required to be paid by Tenant are not paid, and the same become charges and/or liens or claims against the fee interest underlying the Leased Premises or liens or claims against the leasehold estate created hereunder, then in such event Landlord shall have the right (but not the obligation) to pay, satisfy and discharge any such obligations of Tenant, upon thirty (30) days prior written notice to Tenant, and Tenant shall remain liable to and be obligated to repay Landlord the amount so advanced, together with interest thereon at the Prime Rate as published from time to time in the Wall Street Journal, or if it ceases to be published, the New York Times, plus two percent (2%) per annum, and payable as Additional Rent due hereunder under the same terms and conditions as set forth hereinabove.

Section 4. Tenant's Work.

A. Tenant shall cause to be prepared, at Tenant's sole cost and expense, and submitted to Landlord for Landlord's prior written approval (which approval shall not be unreasonably withheld, conditioned or delayed), all necessary plans, drawings and specifications (the "Drawings and Specifications") describing the work to be completed by Tenant for the construction of the Project; such Drawings and Specifications to be substantially consistent with the items described in the site plan attached as Exhibit "B" hereto. The Drawings and Specifications, as approved in writing by Landlord, are herein collectively called the "Tenant's Plans." The work described in Tenant's Plans and all other work and improvements to be constructed by Tenant in connection with the Project, is hereinafter collectively called "Tenant's Work" and shall be performed by Tenant or its contractors at Tenant's sole cost and expense. Tenant shall not commence Tenant's Work until Landlord, through its First Selectman or designee, has approved Tenant's Plans in writing. Upon Landlord's approval of Tenant's Plans, Tenant shall commence Tenant's Work and shall diligently proceed, to complete such work and make all improvements to and install in the Leased Premises all fixtures and other equipment which may be necessary or proper in the operation of the Project. All risk of loss in and to the parking areas, lighting (including bases, poles, fixtures and bulbs), fixtures, buildings and any other improvements constructed by Tenant on the Leased Premises shall remain with Tenant, and all damage thereto shall be promptly repaired and restored by Tenant. All of Tenant's contractors constructing or installing Tenant's Work shall maintain in effect comprehensive general liability insurance in scope and amounts reasonably acceptable to Landlord and comparable to that provided by contractors working in the Town on projects of comparable size and scope and shall name Landlord as an additional insured. Tenant shall provide Landlord with written evidence of all contractors' insurance prior to the commencement of Tenant's Work.

B. Tenant's Work shall be performed and completed by Tenant and its contractors in a good and workmanlike manner and in accordance with all applicable permits, authorizations, laws, ordinances, orders, regulations and requirements of all governmental authorities having jurisdiction over the same. Tenant shall cause Tenant's Work to be constructed and installed in accordance with Tenant's Plans; provided, however, that Tenant may make substitutions of materials or components of Tenant's Work of equivalent grade and quality and make modifications to Tenant's Work and/or to Tenant's Plans to the

extent reasonably necessary to comply with the terms and provisions of governmental laws, ordinances, rules, regulations and with utility company requirements. Landlord's consent shall not be required for substitution of materials which are of equivalent grade and quality; provided, that Tenant shall provide Landlord with prior written notice of such substitution of materials (including the original specified material and the proposed substitution material of equivalent grade and quality), and Landlord shall have a period of up to seven (7) business days after receipt of such notice to object on the basis that such materials are not of equivalent grade and quality. Upon termination of this Lease, ownership of all of Tenant's Work shall transfer to Landlord and shall remain on the Leased Premises.

Section 5. Use of the Leased Premises. Prior to the completion of the Project, Tenant shall use the Leased Premises only for the construction, operation and management of the Project and for no other use or purpose without Landlord's prior written consent. Upon the completion of the Project, Tenant shall use, and shall cause all occupants thereof to use as well, the Leased Premises only for residential purposes and such incidental activities related to residential use as are permitted by the Town's zoning regulations, as amended from time to time. Tenant also agrees and acknowledges that the foregoing limitations and all other conditions and restrictions contained in this Lease are essential to the fulfillment of the Program and are conditions and restrictions on the use of the Leased Premises intended to run the full term of this Lease.

Section 6. Financing. Tenant shall not mortgage, pledge or encumber the Leased Premises or any portion thereof or interest therein except as previously approved by, in writing, by Landlord, such approval to be on terms and conditions acceptable to Landlord in all respects.

Section 7. Additional Tenant Obligations. Tenant shall:

A. Not cause or permit any person on the Leased Premises to destroy, deface, damage, impair or remove any part of the Leased Premises or the facilities, lighting, buildings equipment or appurtenances thereto, except as necessary or reasonable in connection with the construction, operation, and management of the Project.

B. Not cause or permit liens of any kind (whether for materials, wages, labor or services) to be placed against the Leased Premises in connection with any work done by or for Tenant. If any such liens are filed, with or without Tenant's knowledge, Tenant shall immediately, at Tenant's sole cost and expense, take whatever action is necessary to cause such liens to be satisfied and discharged. Tenant shall obtain and file appropriate lien waivers and/or subordinations prior to the commencement of any work in the Leased Premises. Nothing herein is intended to prevent Tenant from contesting a lien, provided that Tenant shall diligently and continuously proceed to contest any such lien.

C. Not permit any notice of violation to issue and remain uncorrected from the appropriate regulatory agencies having jurisdiction thereover regarding the operation of the Leased Premises.

D. Not cause any real harm or create any nuisance, public or private, and shall dispose of any waste in a safe and sanitary manner.

Section 8. Maintenance and Repairs.

A. Tenant's Maintenance and Repair Obligations. At its sole cost and expense, Tenant shall at all times maintain all improvements installed by or for Tenant on the Leased Premises in a neat, clean and in good order and repair, including all but not limited to all paved surfaces, sidewalks, curbs, gates, booths, lighting (including bases, poles, fixtures and bulbs), equipment, landscaping, and all fixtures, appliances and facilities installed by or for Tenant, and Tenant shall be responsible for all replacement of

and/or repairs thereof. Tenant shall keep and maintain the sidewalks and the parking area on the Leased Premises in good condition and free and clear of all snow, ice, and debris to the extent required by law. Tenant shall maintain, at its sole cost and expense, a facility for the disposal of trash on the Leased Premises. Tenant shall place, maintain, and regularly empty trashcans and receptacles in the parking lot of the Leased Premises. All maintenance, repairs and replacements by Tenant shall be made in a workmanlike manner of a quality comparable to facilities of its type in the Town. Tenant shall keep the Leased Premises secured at all times. Landlord shall not be responsible to keep or maintain or repair or replace any of the improvements, lighting (including bases, poles, fixtures and bulbs), fixtures or equipment constructed or installed by or on behalf of Tenant on the Leased Premises, and Landlord shall be responsible for the maintenance and repair only of items or improvements constructed or placed upon the Leased Premises by or on behalf of Landlord.

B. Failure by Tenant. In the event that Tenant fails to maintain the Leased Premises in good order, condition and repair, Landlord may give written notice to Tenant to perform the work that is reasonably required to remedy the situation. If Tenant fails to commence such work within thirty (30) days following the receipt of notice and fails to diligently prosecute the same to completion, Landlord shall have the right (but shall not be obligated or required) to enter the Leased Premises and to perform such work at the expense of Tenant. Tenant shall reimburse Landlord its reasonable costs and expenses within thirty (30) days following receipt of an invoice from the party completing the work, and such expenses shall be due and payable as Additional Rent hereunder.

C. Emergency Repairs. Notwithstanding the provisions of Section 8.B., whenever emergency repairs are required to preserve the Leased Premises or the safety of persons or property and Tenant fails promptly to effect such repairs, Landlord may undertake such repairs without prior notice to Tenant provided notice to Tenant would not have been practical in light of the then-prevailing emergency situation. Landlord shall give Tenant notice of such emergency repairs promptly after completing them. Tenant shall reimburse Landlord its reasonable costs and expenses within thirty (30) days following receipt of an invoice from the party completing the work, and such expenses shall be due and payable as Additional Rent hereunder.

D. Disclaimer of Liability. Landlord shall not be responsible or liable for any maintenance or repair to the Project unless necessitated by the gross negligence of Landlord, its agents, employees, or contractors. This Lease shall not be affected and there will be no diminution or abatement of Rent or other payments and no constructive eviction shall be claimed or allowed because of the interruption or curtailment of any services or utilities in or to the Leased Premises, unless caused by the gross negligence of Landlord, its agents, employees or contractors.

Section 9. Alterations; Additions; Signs.

A. Except for Tenant's Work, Tenant shall not make any material structural alterations, additions or changes in the Leased Premises without the prior written approval of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed.

All of Tenant's Work, and all additional work performed by Tenant requiring Landlord's approval pursuant to this Section 9, shall be completed at Tenant's cost and in a workmanlike manner in accordance with all governmental laws, orders, regulations, ordinances and permits and, to the extent required, Landlord's approval. Such work shall be carried on by responsible contractors who will, prior to commencement of work, submit proof of insurance coverage, satisfactory to Landlord in its reasonable discretion, naming Landlord as an additional insured.

B. Following completion of Tenant's Work, and any further alterations, additions or improvements by Tenant, Tenant shall furnish Landlord with current plans and specifications reflecting such alterations, additions and improvements, or, in the alternative, with a certification from Tenant and its general contractor that the improvements to the Leased Premises have been constructed substantially in accordance with the final approved Tenant's Plans.

C. Tenant expressly acknowledges and agrees that Landlord does not make and has made no representations or warranties of any kind regarding the availability of exterior signs for the Leased Premises. With respect to any signs, Tenant shall provide Landlord with written notice as to the type, lighting, design, location and structure of any signs, all of which shall be subject to Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. Landlord hereby consents to and approves the type and location of Tenant's exterior signage as shown on Exhibit "C" attached hereto and made a part hereof. Tenant further expressly covenants and agrees that any and all exterior signs, if approved in writing by Landlord, shall be erected and properly maintained by Tenant at Tenant's sole cost and expense, and shall comply with all local, state and federal laws, ordinances and regulations.

Section 10. Condition of Leased Premises. Landlord does not make any representation or warranty, express or implied, of any kind or nature with respect to the Leased Premises or the condition thereof, and Tenant hereby accepts the Leased Premises in its current, "as is" condition.

Section 11. Insurance; Indemnity.

A. Disclaimer of Liability: Landlord shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising solely out of Tenant's construction, maintenance, repair, use, operation of the Project or the condition of the Leased Premises, unless caused by the gross negligence of Landlord, its agents, employees or contractors.

B. Indemnification: Tenant shall, at its sole cost and expense, indemnify and hold harmless Landlord and all associated, affiliated, allied and subsidiary entities of Landlord, now existing or hereinafter created, and their respective officers, boards, commissions, employees, agents, attorneys, and contractors (hereinafter referred to as "Indemnitees"), from and against:

(i) Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any act or omission of Tenant, its personnel, employees, agents, contractors or subcontractors, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, libel, slander, invasion of privacy and unauthorized use of any trademark, trade name, copyright, patent, service mark or any other right of any person, firm or corporation, which may arise out of or be in any way connected with the construction, installation, operation, maintenance of the Project, Tenant's use of the Leased Premises or Tenant's failure to comply with any federal, state or local statute, ordinance or regulation.

(ii) Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants), which are imposed upon, incurred by or asserted against the Indemnitees by reason of any claim or lien arising out of work, labor, materials or supplies provided or supplied to Tenant, its contractors or subcontractors, for the installation, construction, operation, maintenance of the Project or Tenant's use of the Leased Premises, and, upon the written request of Landlord, Tenant shall cause such claim or lien covering Landlord's property to be discharged or bonded within ninety (90) days following

such request (or such longer period of time as shall be reasonably required as long as Tenant is diligently pursuing its discharge or removal or bonding over).

B. Assumption of Risk: Tenant undertakes and assumes for its officers, agents, affiliates, contractors, subcontractors, and employees (collectively "Tenant" for the purpose of this section), all risk of dangerous conditions, if any, on or about the Leased Premises.

C. Defense of Indemnitees: In the event any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, Tenant shall, upon notice from any of the Indemnitees, at Tenant's sole cost and expense, resist and defend the same with legal counsel mutually selected by Tenant and Landlord; provided however, that Tenant shall not admit liability in any such matter on behalf of the Indemnitees without the written consent of Landlord and provided further that Indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of Tenant.

D. Notice, Cooperation and Expenses: Landlord shall give Tenant prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this paragraph. Nothing herein shall be deemed to prevent Landlord from cooperating with Tenant and participating in the defense of any litigation by Landlord's own counsel, provided that Landlord shall pay counsel fees for any attorney independently engaged by it in the defense of these actions.

If Tenant requests Landlord to assist it in such defense, then Tenant shall pay all expenses incurred by Landlord in response thereto, including defending itself regarding any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorney fees and shall also include the costs of any services rendered by Landlord's attorney, and the actual expenses of Landlord's agents, employees or expert witnesses, and disbursements and liabilities assumed by Landlord in connection with such suits, actions or proceedings.

E. Insurance: During the term of this Lease, Tenant shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following types and limits of insurance:

(i) Worker's compensation insurance meeting applicable statutory requirements and employer's liability insurance with minimum limits of One Hundred Thousand Dollars (\$100,000) for each accident.

(ii) Comprehensive commercial general liability insurance with minimum limits of Two Million Dollars (2,000,000) as the combined single limit for each occurrence of bodily injury, personal injury and property damage.

(iii) Commercial automobile liability insurance including hired & non-owned automobile liability \$1,000,000 limit.

(iv) All policies other than those for Worker's Compensation shall be written on an occurrence and not on a claims made basis.

(v) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

F. Named Insureds: All policies, except for worker's compensation policies, shall name Landlord and all associated, affiliated, allied and subsidiary entities of Landlord, now existing or hereafter created, and their respective officers, boards, commissions, employees, agents and contractors, as their respective interests may appear as additional insureds on a primary and non-contributory basis and including a waiver of subrogation (herein referred to as the "Additional Insureds"). Each policy which is to be endorsed to add Additional Insureds hereunder, shall contain cross-liability wording, as follows:

"In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder."

G. Evidence of Insurance: Certificates of insurance for each insurance policy required to be obtained by Tenant in compliance with this paragraph, along with written evidence of payment of required premiums shall be filed and maintained with Landlord annually during the term of the Lease. Tenant shall immediately advise Landlord of any claim or litigation that may result in liability to Landlord.

H. Cancellation of Policies of Insurance: All insurance policies maintained pursuant to this Lease shall contain, if available at no additional cost to Tenant, the following endorsement:

"At least sixty (60) days prior written notice shall be given to Landlord by the insurer of any intention not to renew such policy or to cancel, replace or materially alter same, such notice to be given by registered mail to the parties named in this paragraph of the Lease."

I. Insurance Companies: All insurance shall be effected under valid and enforceable policies, insured by insurers licensed to do business by the State of Connecticut or surplus line carriers on the State of Connecticut Insurance Commissioner's approved list of companies qualified to do business in State of Connecticut. All insurance carriers and surplus line carriers shall be rated A- or better by A.M. Best Company.

J. Deductibles: All insurance policies may be written with deductibles, not to exceed \$50,000 unless approved in advance by Landlord. Tenant agrees to indemnify and save harmless Landlord, the Indemnitees and Additional Insureds from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished by this Lease.

Section 12. Environmental Compliance. Being reviewed by Town risk assessment too

A. Tenant's Environmental Covenants . Tenant agrees that with respect to environmental matters it shall:

- (i) Comply with all Environmental Laws applicable to Tenant relative to the Leased Premises, the Project, and Tenant's use of the Leased Premises; and
- (ii) Provide Landlord with copies of all forms, notices and other information received by or on behalf of Landlord concerning any releases, spills or other incidents relating to Hazardous Materials or any violations of Environmental Laws at or relating to the Leased Premises when and as supplied to any government agency.

B. Landlord's Environmental Covenants . Landlord agrees that with respect to environmental matters it shall:

(i) Be responsible for the removal and/or remediation of any Hazardous Materials on the Leased Premises existing prior to the date of this Lease, unless caused by Tenant or Tenant's subtenants, agents, or employees; and

(ii) Provide Tenant with copies of all forms, notices and other information received by or on behalf of Landlord concerning any releases, spills or other incidents relating to Hazardous Materials or any violations of Environmental Laws at or related to the Leased Premises when and as supplied to any governmental agency.

C. Tenant's Environmental Indemnity. Tenant covenants and agrees to indemnify, defend and hold Landlord free and harmless from and against any and all losses, liabilities, penalties, claims, fines, litigation, demands, costs, judgments, suits, proceedings, damages, disbursements or expenses (including reasonable attorneys' fees and expenses) which may at any time be imposed upon, reasonably incurred by or asserted or awarded against Landlord in connection with or arising from:

(i) any Hazardous Materials which are first placed on, in, or under all or any portion of the Leased Premises during the Term as a result of Tenant's activities; or

(ii) any violation of any Environmental Laws by Tenant at or relating to the Leased Premises which is not a condition existing prior to the Commencement Date.

D. Landlord's Environmental Indemnity. Landlord covenants and agrees to indemnify, defend and hold Tenant free and harmless from and against any and all losses, liabilities, penalties, claims, fines, litigation, demands, costs, judgments, suits, proceedings, damages, disbursements or expenses (including reasonable attorneys' fees and expenses) which may at any time be imposed upon, reasonably incurred by or asserted or awarded against Tenant or an affiliate of Tenant in connection with or arising from:

(i) the existence of any Hazardous Materials on the Leased Premises prior to the Commencement Date (and excluding those first placed on, in or under all or any portion of the Leased Premises during the Term as a result of Tenant's activities); or

(ii) any violation of any Environmental Laws by Landlord at or relating to the Leased Premises which is a condition existing prior to the Commencement Date.

E. Survival. The agreements, representations and warranties of Landlord and Tenant respectively in this Section shall survive the expiration or early termination of this Lease.

F. Definitions. For purposes of this section, the following terms shall have the meanings set forth:

"Environmental Laws" means any present or future federal, state or local law, ordinance, rule, regulation, permit, license or binding determination of any governmental authority relating to, imposing liability or standards concerning, or otherwise addressing the environment, health or safety, including, but not limited to: the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. ("CERCLA"); the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq. ("TOSCA"); the Clean Air Act, 42 U.S.C. Section 7401 et seq.; and the Clean Water Act, 33 U.S.C. Section 1251 et seq. and any so-called "Superfund" or "Superlien" law; and the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq. ("OSHA"), as each is from time to time amended and hereafter in effect.

"Hazardous Materials" means:

- (a) "hazardous substances" as defined by CERCLA;
- (b) "hazardous wastes," as defined by RCRA;
- (c) any hazardous, dangerous or toxic chemical, waste, pollutant, contaminant or substance ("pollutant") within the meaning of any Environmental Law prohibiting, limited or otherwise regulating the use, exposure, release, emission, discharge, generation, manufacture, sale, transport, handling, storage, treatment, reuse, presence, disposal or recycling of such pollutant;
- (d) petroleum crude oil or fraction thereof;
- (e) any radioactive material, including any source, special nuclear or by-product material as defined in 42 U.S.C. Section 2011 et seq. and amendments thereto and reauthorizations thereof;
- (f) asbestos-containing materials in any form or condition; or
- (g) polychlorinated biphenyls in any form or condition.

Section 13. Casualty.

If the Leased Premises (or any part thereof) shall be damaged or destroyed by fire or other casualty, Tenant shall as soon as reasonably practicable commence and repair and/or rebuild the same to a condition comparable to that which existed prior to such fire or other casualty, with reasonable diligence. Notwithstanding the foregoing, in the event a leasehold mortgage lender having a mortgage on the Leased Premises requires insurance proceeds to be otherwise applied or distributed, this provision shall not apply.

Section 14. Assignment, Subletting. Except as expressly permitted under this Lease, Tenant shall not assign, sublease, sell or otherwise convey, pledge, transfer, mortgage or hypothecate any of Tenant's rights under this Lease without the prior written consent of Landlord. Tenant acknowledges and agrees that Landlord shall have the broad and full discretion to withhold such consent in order to further the mutual purposes and goals set forth herein, including, but not limited to, those of the Program. Notwithstanding the foregoing, with the prior approval of Landlord, this Lease may be assigned to parties previously approved by Landlord (a "Permitted Assignee"). Such Permitted Assignee, together with Tenant (and any approved successor in interest to Tenant, as applicable) shall be required to execute a certain Lease Assignment, Assumption and Modification Agreement, in the form attached hereto as Exhibit C.

Section 15. Representations and warranties.

A. Landlord's Representations and Warranties. Landlord hereby represents and warrants to Tenant that:

(i) Landlord owns fee simple, good and marketable title to the Leased Premises, free and clear of all liens, charges, encumbrances, encroachments, easements, restrictions, occupancies or agreements and other matters affecting title ("Permitted Encumbrances") listed on Exhibit D, which

Permitted Encumbrances shall include a certain Amended and Restated Declaration of Covenants, Conditions and Restrictions, the form of which is attached hereto as Exhibit E.

(ii) Landlord has full right, power and authority to make, execute, deliver and perform its obligations under this Lease. Landlord has obtained and received all required and necessary consents and approvals to enter into this Lease with Tenant. The entry by Landlord into this Lease with Tenant and the performance of all the terms, provisions and conditions contained herein does not and will not violate or cause a breach or default under any agreement or obligation to which Landlord is a party or by which it is bound.

(iii) There are no tenants, lessees or other occupants of the Leased Premises having any right or claim to possession or use of the Leased Premises.

(iv) There are no unpaid special assessments of which Landlord has received notice for sewer, sidewalk, water, paving, gas, electrical or utility improvements or other capital expenditures, matured or unmatured, affecting the Leased Premises.

(v) Landlord is not obligated under any contract, lease or agreement, oral or written, with respect to the ownership, use, operation, management, maintenance, lease, sale or financing of the Leased Premises.

(vi) No representation, statement or warranty by Landlord contained in this Lease or in any exhibit attached hereto contains or will contain any untrue statement or omits a material fact necessary to make the statement of fact therein recited not misleading.

(vii) To the best of Landlord's knowledge, there is no action, suit, litigation or proceeding pending or, to Landlord's knowledge, threatened against Landlord which could prevent or impair Landlord's entry into this Lease and/or performance of its obligations hereunder.

(viii) Landlord has not received any written notice from any governmental authority claiming any violation of any Environmental Laws and Landlord is not aware of any Hazardous Materials located on or under the Leased Premises. For these purposes, the terms "Hazardous Materials" and "Environmental Laws" have the meanings set forth in Section 12.F. of this Lease.

(ix) The person signing this Lease on behalf of Landlord is duly and validly authorized to do so.

B. Tenant's Representations and Warranties. Tenant hereby warrants and represents to Landlord that:

(i) Tenant is a duly organized, lawfully existing nonstock corporation and Tenant is in existence under the laws of the State of Connecticut.

(ii) Tenant has the full right, power and authority to make, execute, deliver and perform its obligations under this Lease.

(iii) Tenant's execution and delivery of this Lease has been authorized by all requisite company action on the part of Tenant and its constituent parts, and the execution and delivery of this Lease by Tenant and the performance of its obligations hereunder will not violate or contravene any agreement or obligation to which Tenant is a party or by which it is bound.

(iv) There is no action, suit, litigation or proceeding pending or, to Tenant's knowledge, threatened against Tenant or any Tenant affiliate which could prevent or impair Tenant's entry into this Lease and/or performance of its obligations hereunder.

(v) The persons signing this Lease on behalf of Tenant are duly and validly authorized to do so.

Section 16. Tenant's Default.

A. Events of Default. Any one or more of the following shall constitute an "Event of Default" under this Lease:

(i) Failure by Tenant to pay any installment of Additional Rent or any other sum provided for under this Lease when due where such failure continues for a period of thirty (30) days after written notice from Landlord; provided, however, that Landlord shall not be required to give written notice hereunder more than three times in any twelve-month period.

(ii) Failure by Tenant to perform or observe any other covenant or condition contained in this Lease which failure shall continue for a period of thirty (30) days after delivery of written notice of such failure by Landlord to Tenant; provided, however, that if Tenant's obligation is of such nature that more than thirty (30) days is required for its performance, then Tenant shall not be deemed to be in default hereunder if Tenant shall commence such performance within said thirty (30) day period and shall thereafter proceed diligently to prosecute the same to completion.

(ii) Failure by Tenant to pay or reimburse any of Landlord's expenses required to be paid or reimbursed by Tenant pursuant to this Lease after receiving written notice of such failure from Landlord and failing to cure such default by the making of payment within thirty (30) days after the date of receipt of such notice.

(iv) The occurrence of a default under the Development Agreement.

B. Lease Termination. In the event that Tenant commits or allows an Event of Default to occur, Landlord may terminate this Lease, subject to applicable notice and cure periods. Tenant shall, however, immediately thereupon surrender quiet and peaceable possession of the Leased Premises to Landlord. Landlord may also assert and exercise any other rights and remedies herein set forth on behalf of Landlord or available at law or in equity. All of Landlord's remedies set forth herein (or provided by law or in equity) shall be cumulative and not exclusive.

Section 17. Quiet Enjoyment. Landlord represents and warrants that so long as Tenant shall perform all of Tenant's covenants and obligations hereunder, Tenant shall have and enjoy quiet and peaceable possession of the Leased Premises without hindrance by Landlord or others claiming by, through or under Landlord.

Section 18. Subordination; Estoppel.

A. Landlord shall have no right to subject the Leased Premises to a fee mortgage. In the event a mortgage in the fee interest is deemed to attach to the Leased Premises, any such mortgage shall automatically be subordinate to this Lease and to the estate hereby created, and to current and future mortgages placed on the Leased Premises by Tenant, its successors or assigns.

B. Each party agrees, at any time and from time to time, as requested by the other party, upon not less than ten (10) days' prior notice, to execute and deliver to the other a statement certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), certifying the dates to which the fixed rent and additional rent (including reimbursements) have been paid, and stating whether or not, to the best knowledge of the signer, the other party is in default in performance of any of its obligations under this lease, and, if so, specifying each such default of which the signer may have knowledge, it being intended that any such statement delivered pursuant hereto may be relied upon by others with whom the party requesting such certificate may be dealing.

Section 19. Waiver of Non-Performance. Failure of either party to exercise any of its rights hereunder upon any defective performance or non-performance by the other party of any condition, covenant or provision herein contained shall not be construed as a waiver thereof, nor shall any waiver of such defective performance or non-performance of any such condition, covenant or provision by such party be construed as a waiver of the rights of that party as to any subsequent defective performance or non-performance by the other party hereunder.

Section 20. Entire Contract. This Lease constitutes the entire agreement between the parties hereto with respect to the Leased Premises and there are no understandings, promises, representations or warranties, oral or written, relating to this Lease that exist or bind any of the parties hereto, their respective heirs, executors, administrators, successors or assigns, except as set forth herein. No amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by both parties.

Section 21. Applicable Law. It is mutually understood and agreed that this Lease shall be interpreted in accordance with the laws of the State of Connecticut, without regard to principles of conflict of laws, and further, the parties agree that no presumption shall be deemed to exist in favor of or against either party hereto as a result of the preparation or negotiation of this Lease.

Section 22. Severability. If any particular term, covenant or provision of this Lease shall be determined to be invalid and unenforceable, the same shall not affect the remaining provisions of this Lease, which shall nevertheless remain in full force and effect.

Section 23. Waiver and Release of Claims. Landlord and Landlord's agents, consultants, representatives, partners, servants and employees shall not be liable for, and Tenant hereby releases and relieves Landlord, its agents, consultants, representatives, partners, servants and employees from all liability in connection with, any and all loss of life, personal injury, damage to or loss of property, or loss or interruption of business occurring to Tenant, its agents, consultants, representatives, servants, employees, invitees, licensees, visitors, or any other person, firm, corporation or entity, in or about or arising out of, in or upon the Leased Premises.

Section 24. Exoneration. It is covenanted and agreed that no personal liability or responsibility is assumed by nor shall any such liability or responsibility at any time be asserted or enforceable against Landlord or any Town official of Landlord, or any Town employees, agents or attorneys, or the successors or assigns of the foregoing, on account of any covenant, undertaking or agreement in this Lease contained, all such personal liability and responsibility, if any, being expressly waived and released, it being understood that Tenant shall look solely to the equity of Landlord in the Leased Premises for satisfaction of any proven damage of Tenant in the event of a breach by Landlord hereunder.

Section 25. Unavoidable Delay. If either party hereto shall be delayed or hindered in or prevented from performance of any act required hereunder by reason of strikes, lockouts, labor troubles,

inability to procure material, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under this Lease, the period for performance of any such act shall be extended for a period equivalent to the period of such delay.

Section 26. Surrender. On the last day of the term of this Lease or upon any earlier termination of this lease, Tenant shall quit and surrender the Leased Premises to Landlord in good order, condition and repair, except for ordinary wear and tear and such damage or destruction as Landlord is required to repair or restore under this lease, and Tenant shall remove all of Tenant's property therefrom except as otherwise expressly provided in this lease. Tenant shall not be obligated, at or before quitting and surrendering the Leased Premises, to restore the Leased Premises or any part thereof to the state or condition of the Leased Premises or of any such part existing at any time prior to the commencement of this lease, except to effect such removals and repairs as Tenant is obligated to perform pursuant to the provisions of this Lease, which obligations shall survive the expiration or earlier termination of this lease.

Section 27 Memorandum of Lease. Tenant or Landlord may record a Memorandum of this Lease outlining the length of the Term and any other terms of this Lease and being in form and substance acceptable to each party in its reasonable discretion. Notwithstanding the foregoing, the parties hereby agree that an original, fully executed Lease shall be recorded in its entirety on the Fairfield Land records.

Section 28. No Merger. Fee title to the land owned in fee by Landlord (the "Land") and which comprises the Leased Premises and the leasehold estate of Tenant therein shall not merge by operation of law but shall remain separate and distinct, notwithstanding the acquisition of said fee title and said leasehold estate by any single owner. Except upon expiration of the Term or upon termination of this Lease pursuant to an express right of termination set forth herein, there shall be no merger of either this Lease or Tenant's estate created hereunder with the fee estate of the Land or any part thereof by reason of the fact that the same person may acquire, own or hold, directly or indirectly, (x) this Lease, Tenant's estate created hereunder or any interest in this Lease or Tenant's estate, and (y) the fee estate in the Land or any part thereof or any interest in such fee estate, unless and until all persons, including any assignee of Landlord, having an interest in (1) this Lease or Tenant's estate created hereunder, and (2) the fee estate in the Land or any part thereof shall join in a written instrument effecting such merger and shall duly record the same.

Section 29. Right of Entry/Inspection. Landlord expressly reserves and shall have the right by its employees, agents and contractors after prior written notice to Tenant (except in the event of an emergency, in which case prior written notice shall not be required), to enter into and upon the Leased Premises during normal business hours for the purpose of inspecting same.

Section 30. Compliance With Laws and Ordinances. Tenant agrees that it will, at its sole cost and expense, promptly fulfill and comply with all laws, ordinances, regulations and requirements of the city, county, state and federal governments and any and all departments thereof having jurisdiction over the Leased Premises and/or Tenant's use or operation thereof.

Section 31. Waiver of Trial by Jury. It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall, and they hereby do waive trial by jury (unless such waiver would preclude a right to counterclaim) in any action, proceeding or counterclaim brought by either of the parties hereto against the other (except for personal injury or property damages) on any matters whatsoever arising out of or in any way connected with this Lease.

Section 32. Notices. All notices, requests, demands and other communications required or permitted under this Lease (each, a "Notice") shall be in writing, signed by or on behalf of the party giving Notice and shall be deemed to have been given as follows: (a) if personally delivered: on the date of actual

delivery to Landlord or to Tenant or any person in charge of Tenant's office in the Leased Premises; or (b) if mailed or delivered by overnight courier: on the date upon which any Notice shall have been received as shown by certified or registered return (or overnight delivery company) receipts. The following addresses shall be used for the foregoing purposes:

To Landlord:

Town of Fairfield
Independence Hall
725 Old Post Road
Fairfield, CT 06430
Attention: William A. Gerber
First Selectman

With a copy to:

Philip C. Pires
Principal
Cohen and Wolf, P.C.
1115 Broad Street
Bridgeport, CT 06604
Phone Number: (203) 337-4122

And with a copy to:

Hoopes Morganthaler Rausch & Scaramozza LLC
185 Asylum Street, 15th Floor
Hartford, CT 06103
Attn: James M. Scaramozza, Esq. (jscaramozza@hmrslaw.com)

To Tenant:

Habitat for Humanity of Coastal Fairfield County, Inc.
1542 Barnum Avenue
Bridgeport, CT 06610
Attn: Carolyn Vermont
Kevin Moore

With a copy to:

Jackson Law Group CT, LLC
2 Corporate Drive, Suite 238
Shelton, CT 06484
Attn: Bruce Jackson, Esq. (bdj@jlgct.com)

provided, however, that either party hereto may change its address for such purposes from time to time by giving written Notice of such changed address to the other party.

If Notice is given by certified or registered mail and the same is returned by the U.S. Postal Service marked "Refused" or "Unclaimed", service shall be deemed to have been given on the first business day following the date of mailing the same.

Section 33. {Intentionally Omitted.}

Section 34. Headings. The Headings in this Lease are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Lease or any provision hereof.

Section 35. Binding Effect. After this Lease shall have been fully signed by all parties and delivered by Landlord to Tenant, the same shall be binding upon the said parties and upon their respective heirs, executors, administrators, successors and assigns.

Section 36. Common Interest Community. It is hereby acknowledged by the parties that the Leased Premises shall be submitted to Chapter 828 of the Connecticut General Statutes, the Common Interest Ownership (the "Act"), in order to form a leasehold planned community to be called "Parkview Commons I" (the "Planned Community") under and pursuant to the Act. Tenant shall provide to Landlord copies of all documents comprising and/or creating the Planned Community for Landlord's files, including any amendments to such documents, including, without limitation, a copy of the recorded Declaration of Parkview Commons I, A Leasehold Planned Community.

Section 37. Exhibits and Schedules. All schedules and exhibits attached to this Lease shall be incorporated herein as if set forth in full, including, without limitation, the following:

EXHIBIT A	LEGAL DESCRIPTION OF LEASED PREMISES
EXHIBIT B	DESCRIPTION OF TENANT'S WORK
EXHIBIT C	FORM OF LEASE ASSIGNMENT, ASSUMPTION AND MODIFICATION AGREEMENT
EXHIBIT D	PERMITTED ENCUMBRANCES
EXHIBIT E	FORM OF AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

[SIGNATURE PAGE FOLLOWS]

WITNESS the due execution of this Lease by duly qualified and authorized representatives of each party, in duplicate originals, as of the day and year first above written.

WITNESSES:

LANDLORD:

TOWN OF FAIRFIELD

By: _____
Name: William A. Gerber
Title: First Selectman

TENANT:

HABITAT FOR HUMANITY OF COASTAL
FAIRFIELD COUNTY, INC.

By: _____
Name: _____
Title: _____, duly authorized

STATE OF CONNECTICUT)

) ss.

COUNTY OF FAIRFIELD)

On this the ____ day of _____, 2025, before me, the undersigned officer, personally appeared William A. Gerber, who acknowledged himself to be the First Selectman of the Town of Fairfield, a municipal corporation, and he, as such public official, being authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed and the free act and deed of the Town of Fairfield by himself as First Selectman.

In Witness Whereof, I hereunto set my hand.

Commissioner of the Superior Court
Notary Public
My Commission Expires:

STATE OF CONNECTICUT)

) ss.

COUNTY OF [_____])

On this the ____ day of _____, 2025, before me, the undersigned officer, personally appeared _____, who acknowledged herself/himself to be the _____ of Habitat for Humanity of Coastal Fairfield County, Inc., a Connecticut nonstock corporation, and that she/he, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself/himself as such _____.

In Witness Whereof, I hereunto set my hand.

Commissioner of the Superior Court
Notary Public
My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION OF LEASED PREMISES

409 Quincy Street –

All that certain piece or parcel of land together with the improvements thereon located in the Town and County of Fairfield and State of Connecticut being shown and depicted as Lot 10 on a certain Map entitled "Subdivision Map Prepared for Town of Fairfield Reef Road Fairfield, Connecticut" prepared by the Huntington Company, LLC dated March 14, 2005 and filed on the land records of the Town of Fairfield as Map No. 7075.

385 Quincy Street –

All that certain piece or parcel of land together with the improvements thereon located in Town and County of Fairfield and State of Connecticut being shown and depicted as Lot 12 on a certain Map entitled "Subdivision Map Prepared for Town of Fairfield Reef Road Fairfield, Connecticut" prepared by the Huntington Company, LLC dated March 14, 2005 and filed on the land records of the Town of Fairfield as Map No. 7075.

EXHIBIT B

TENANT WORK

Tenant shall have the obligation to construct, operate, and maintain on the Leased Premises residential duplexes, to create not less than four (4) affordable home ownership units for families, at least two (2) of which units shall be designated for families with incomes at or below sixty (60%) percent of the area median income for the Bridgeport PMSA with the remainder being designated for families with incomes at or below eighty (80%) percent of the area median income for the Bridgeport PMSA , and to otherwise comply with the terms and conditions of the Development Agreement, a copy of which is available, upon request, during normal business hours of the Landlord.

EXHIBIT C

ATTACH FORM OF LEASE ASSIGNMENT, ASSUMPTION AND MODIFICATION AGREEMENT

EXHIBIT D

PERMITTED ENCUMBRANCES

1. Amended and Restated Declaration of Covenants, Conditions and Restrictions, recorded immediately prior to the recordation of this Ground Lease.

EXHIBIT E

ATTACH FORM OF AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

Upon recording, please return to:

Hoopess Morganthaler Rausch & Scaramozza LLC
185 Asylum Street
CityPlace II/15th Floor
Hartford, CT 06103

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Amended and Restated Declaration of Covenants, Conditions and Restrictions ("Declaration"), made this ____ day of _____, 2025 by the Town of Fairfield, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, the Declarant is the owner of certain property and parcels located at 385 Quincy Street and 409 Quincy Street in the Town of Fairfield, more fully described on Schedule A attached hereto (collectively, the "Property");

WHEREAS, reference is hereby made to that certain Declaration of Covenants, Conditions and Restrictions, dated July 8, 2005, and recorded in Volume 3561 at Page 142 of Fairfield Town Records (the "Original Declaration");

WHEREAS, the Declarant shall enter into a certain Ground Lease Agreement with the Habitat For Humanity of Coastal Fairfield County, Inc. (the "Tenant"), pursuant to which the Tenant shall be granted the right to occupy the Property and construct certain improvements thereon in accordance with said Ground Lease Agreement; and

WHEREAS, the Declarant, through its Board of Selectpersons, is interested in providing affordable housing for persons of low and moderate income (the "Program"), with the aims and goals of the Program being best served by encouraging owner/occupancy of certain units to be constructed upon the Property (individually, a "Unit" and collectively the "Units") and to comprise the work to be performed by the Tenant in accordance with terms and conditions of the Ground Lease Agreement (the "Ground Lease").

NOW, THEREFORE, Declarant hereby declares that the Property shall be held and leased and any Units to be initially conveyed by the Tenant (and as may be thereafter conveyed) to qualified and pre-approved third parties (individually a "Unit Owner" and collectively, the "Unit Owners") subject to the following easements, restrictions, covenants and conditions which are to further the purpose of maintaining the Property as affordable Owner-occupied housing for low and moderate income households and which shall run with the Property and be binding on all parties having any right, title or interest whatsoever or howsoever to the Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of and bind all Unit Owners (regardless of the number of persons who are titleholders to any Unit or Units) thereof.

1. USE AND OCCUPANCY

1.1 RESIDENTIAL USE ONLY

The Property and any Unit constructed thereon shall be used for residential purposes only and shall not be used for any commercial purpose, regardless of the fact that such purpose may be permitted under the Fairfield Zoning regulations, as may be amended from time to time.

1.2 OCCUPANCY

Any Unit Owner must occupy the Unit as the Unit Owner's principal residence. Such occupancy shall commence not later than ninety (90) days after the Unit Owner's closing on the purchase of the Unit. The Unit Owner may not lease or sublease the Unit or any portion thereof to any other person, nor take in boarders or paying guests. Violation of this covenant shall constitute a material breach under this Declaration and, in addition to the rights and remedies afforded to Declarant under and pursuant to Section 3.2 hereof as such material breach, give Declarant a right to repurchase the Unit from the Unit at the Unit Owner's Original Purchase Price (as defined below), without any adjustment, provided that the price will not be lower than the amount due to any Permitted Mortgagee (as hereinafter defined), if any, of the Unit Owner at the time of repurchase.

1.3 PERMITTED CAPITAL IMPROVEMENTS

The Unit Owner shall make no improvements which are not Permitted Capital Improvements (as defined below) to the Unit. For purposes of this Declaration, Permitted Capital Improvements means permanent, fixed and non-cosmetic improvements to the Unit which have been made with the prior written approval of the Declarant, and which are undertaken with all necessary permits and approvals having been obtained prior to any construction. The amount attributable to such improvements must be demonstrated by the Unit Owner through documentation verifiable by, and acceptable in all respects, to the Declarant. The cost of Permitted Capital Improvements may not exceed 10% of the Original Purchase Price of the Unit during the first five (5) years of Unit Owner's ownership of the Unit. For each five-year period of such ownership thereafter the Unit Owner is entitled to a new allowance for Permitted Capital Improvements equal to 10% of the Original Purchase Price. Permitted Capital Improvement allowances expire to the extent not used during a five-year period at the end of that period. Landscaping and other ordinary maintenance and repair may be undertaken by the Unit Owner but shall not constitute Permitted Capital Improvements.

2. RESTRICTIONS ON RESALE

2.1 TRANSFER TO LOW- OR MODERATE-INCOME HOUSEHOLDS: Upon compliance with the provisions of 2.3 and 2.5 below, a Unit Owner may only sell, transfer, or otherwise dispose of the Unit to a person or persons who are members of a low- or moderate-income household, as defined herein. Unit Owner shall not, in any event, make such sale, transfer or other disposition directly to any other person or entity without following the procedure set forth below, except in the case of a sale, transfer or other disposition to a first mortgagee, whose name and address have been provided to Declarant, in writing, along with a copy of the executed mortgage deed that has or shall be recorded upon the Fairfield Land Records (a "Permitted Mortgagee") in lieu of foreclosure.

2.2 DEFINITION OF LOW- AND MODERATE-INCOME HOUSEHOLDS: Low- and moderate-income households shall mean households consisting of two or more persons whose combined adjusted gross income shall not exceed the allowable limits of the Area Median Income ("AMI") as published by the United States Department of Housing and Urban Development ("HUD") or such other criteria for low- and moderate-income households as may be established

by the Declarant from time to time. The final determination of whether a particular Unit/household is a low- or moderate-income household will be made by the Declarant.

2.3 NOTICE TO DECLARANT: Except in the case of a sale, transfer or other disposition to a Permitted Mortgagee in lieu of foreclosure, in the event the Owner contemplates sale, transfer or disposition of the Unit to a third party, then:

- (a) Unit Owner shall give Declarant written notice that such Unit will be offered for sale to a low- or moderate-income household as defined in this Declaration, which notice shall contain a detailed listing of the terms and conditions of such intended sale. Within thirty (30) days of the Declarant's receipt of such notice, Declarant shall:
 - (i) determine the Maximum Resale Price (as defined below); and
 - (ii) notify the Unit Owner whether the Declarant intends to exercise its right of first refusal; and
 - (iii) if the Declarant waives its right of first refusal, notify the Unit Owner that Unit Owner is free to sell the Unit on the open market (a) to any party who qualifies as a low- or moderate-income household as defined in this document, (b) at a price not to exceed the then applicable Maximum Resale Price; subject to all the terms and conditions of this Declaration. *If* (without any obligation to do so) the Declarant maintains a list of interested qualified low- and moderate-income households, Declarant may inform the persons on such list that a Unit is for sale.

2.4 DECLARANT'S RIGHT OF FIRST REFUSAL: Upon notice in accordance with Section 2.3, the Declarant shall have a right of first refusal to purchase the Unit Owner's Unit at a price not to exceed the Maximum Resale Price. Upon any exercise of such right, the Declarant shall purchase the Unit no later than one hundred twenty (120) days of its notice to the Unit Owner of its decision to exercise such right.

2.5 WAIVER OF RIGHT OF FIRST REFUSAL: Declarant shall notify the Unit Owner of the Declarant's waiver of its right of first refusal or its intention to purchase within thirty (30) days after receiving notice in accordance with Section 2.3, unless the Declarant is unable to get any necessary approval from a Town body in which case the time for response will be extended until the body takes action, or its right will expire. If the Declarant does not exercise its right of first refusal within said thirty (30) days or such additional time as it requires to obtain an approval, it must provide the Unit Owner with a certificate in recordable form stating that the Declarant has waived its right of first refusal. Such certificate shall be recorded at the same time as the deed to the subsequent Unit Owner.

2.6 DETERMINATION OF MAXIMUM RESALE PRICE

Whenever the Unit Owner desires to sell the Unit, the Unit Owner shall notify the Declarant in accordance with Section 2.3, of this Declaration. Upon receiving such notice, the Declarant shall establish the Maximum Resale Price for the Property. The initial Maximum Resale Price shall be equal to the Unit Owner's original purchase price (the "Original Purchase Price") for the Unit.

- (a) When the Unit is sold, the Original Purchase Price shall be adjusted in the following manner:

- (i) By calculating the increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the New York, Northern New Jersey, Long Island metropolitan area for housing related items from the month and year of the Unit Owner's date of purchase of the Unit to the nearest month and year for which such data is available in which the Unit Owner gives notice of intent to sell, and by adding to that
 - (ii) The cost of Permitted Capital Improvements.
- (b) Notwithstanding anything contained in this Declaration, the Maximum Resale Price shall (A) never be reduced to an amount which is lower than (i) the Original Purchase Price or (ii) the amount of the first mortgage of any Permitted Mortgagee on the Unit at the time of adjustment, whichever shall be higher and (B) not exceed forty (40%) of the prospective buyers' or buyer's income, as the case may be.

2.7 TRANSFER TO UNIT OWNER'S HEIRS: If a Unit Owner dies and there is a surviving co-Unit Owner previously approved by the Declarant, the co-Unit Owner may take sole title to the Unit with no need to obtain approval from the Declarant but must notify the Declarant within thirty (30) days after the transfer. Upon receipt of notice from the executor, administrator or authorized fiduciary of the decedent Unit Owner's estate within ninety (90) days of the death of the Unit Owner (or the last surviving co-Unit Owner of the Unit) Declarant shall agree to the transfer of the Unit to the Unit Owner's heirs, beneficiaries or specific devisee if such person or persons are not minors, and are qualified as a low or moderate income household as determined by the Declarant in accordance with Section 2.2 hereof. In addition, such person or persons shall each make a written statement under oath and in recordable form that such person or persons will be bound by this Declaration and will occupy the Unit as the person's or persons' principal residence. The Declarant shall have no right of first refusal and no new Maximum Resale Price shall be established. In the event that there is no qualified heir or specific devisee or that no qualified heir or specific devisee is willing or able to make the sworn statement just prescribed, the Maximum Resale Price shall be determined by Declarant and the Unit shall be sold for the benefit of the Unit Owner's estate under the same terms and conditions as other sales.

2.8 TRANSFER TO A CO-OWNER BY GIFT OR SALE: In the event that one co-Owner wishes to transfer the Unit to another previously approved co-Unit Owner by gift, the co-Unit Owner may take sole title to the Unit with no need to obtain approval from the Declarant but must notify Declarant within thirty (30) days after the transfer. The Declarant shall have no right of first refusal and no new Maximum Resale Price shall be established. In the event that the co-Unit Owner wishes to transfer the Unit to another previously approved co-Unit Owner by sale, the selling co-Unit Owner will give notice to the Declarant as provided in Section 2.3 and the Declarant will determine the Maximum Resale Price. The Declarant shall have no right of first refusal. The selling co-Unit Owner shall give the Declarant notice of the actual sale price which will become the new Maximum Resale Price.

2.9 WAIVER OF RESALE AND OCCUPANCY RESTRICTIONS IN THE CASE OF FORECLOSURE: Notwithstanding any provision in this document to the contrary, Article 2 and Article 1, Section 1.2 shall temporarily have no force and effect upon the occurrence of one of the following events until the Unit is resold, at which time all requirements of these Declarations shall again be applicable:

- (a) Title to Owner's Unit and any, if any, so called "equity of redemption" is acquired by a Permitted Mortgagee, HUD, or another party upon foreclosure of a mortgage insured by HUD, or by any other mortgage insurer.

- (b) Title to Owner's Unit and equity of redemption is acquired by a Permitted Mortgagee or HUD by deed or assignment in lieu of foreclosure of a HUD insured mortgage, or a mortgage insured by any other mortgage insurer.
- (c) A mortgage insured by HUD, or any other mortgage insurer is assigned to HUD.

3. **ENFORCEMENT/REMEDIES**

- (a) The benefits of the restrictions contained herein shall run exclusively to Declarant, and no other person or entity shall have the right to enforce the restrictions contained herein. Declarant is empowered to waive or terminate any of the restrictions contained herein at any time, whether provisionally or absolutely, whether conditionally or unconditionally, or whether permanently, and whether in one instance or otherwise, by recordation of an instrument to such effect upon the land records of the Town of Fairfield.
- (b) In the event any Unit Owner violates any of the restrictions herein imposed, such violation will also constitute a material breach by said Unit Owner. In the event of such material breach, Declarant shall be entitled to take any or all of the following rights and remedies, which rights and remedies shall be cumulative, and each of which right and remedy shall be in addition to, and not in limitation of, any other enumerated rights and remedies:
 - (i) Declarant shall be entitled to recover from the Unit Owner liquidated damages in the sum of one hundred fifty percent (150%) of any sales price in excess of the maximum resale price and/or other financial gain realized by the Unit Owner in violation of any of the restrictions contained herein, plus any costs, expenses, damages, losses and liabilities whatsoever, including without limitation attorneys' fees and disbursements (collectively, the "Enforcement Damages and Costs") incurred by Grantee in enforcing the restrictions contained herein. Grantor recognizes that damages for violations of the restrictions imposed herein are difficult to determine. Grantor further agrees that the specified sum of Enforcement Damages and Costs represents a reasonable estimate of anticipated or actual harm that could result from a breach and is intended to compensate the Declarant for the damages for violations of the restrictions contained herein. Therefore, the Grantor thus agrees to the amount set forth above as liquidated damages. If for any reason a court of competent jurisdiction should declare the amount of the liquidated damages excessive and unenforceable, this provision shall be deemed modified to reduce the amount of liquidated damages to the highest amount which the court determines to be enforceable under Connecticut law.
 - (ii) Injunctive relief or other equitable relief, including without limitation, the right to specific performance of any provision of this Declaration, and including, but not limited to, the right to obtain rescission of any transfer of title in violation of any of the restrictions contained herein, as well as the right to have the Property restored to its condition prior to any such violation (it being agreed that Grantee will have no adequate remedy at law); and/or
 - (iii) The right to take any reasonable and appropriate action under the circumstances to cure any violation of the provisions of this Declaration;

- (iv) Assess fines against the Unit Owner in an amount up to \$100 per day for each violation of this Declaration for the duration that any such violation of this Declaration persists; and
 - (v) Any other remedies available at law or in equity.
- (c) Unit Owner's obligation to pay Enforcement Damages and Costs as set forth above hereby constitutes a lien on the Property in favor of Declarant, which lien shall be binding upon Unit Owner, its heirs, personal representatives, successors, and assigns, and shall run *with* the land.

4. MISCELLANEOUS

- (a) The invalidity of any clause, part, or provision or term of this Declaration shall not affect the validity of the remaining portions hereof.
- (b) This Declaration shall be governed by the laws of the State of Connecticut.
- (c) Failure of the Declarant to exercise any of its rights hereunder relevant to a Unit Owner or any party's violation of the terms and conditions of this Declaration shall not be construed as a waiver of the rights of the Declarant, nor shall any waiver of any such violation be construed as a waiver of such rights of the Declarant as to any subsequent or future violation or violations.
- (d) The Original Declaration is hereby amended, restated and replaced in its entirety by this Declaration.
- (e) In any action or proceeding to enforce any provision of this Declaration, the Declarant shall be entitled to recover from the Unit Owner its attorney's fees and costs.

WITNESS:

TOWN OF FAIRFIELD, DECLARANT

By: William A. Gerber
Its First Selectman

STATE OF CONNECTICUT)

) ss. Fairfield

COUNTY OF FAIRFIELD)

On this the ____ day of _____, 2025, before me, the undersigned officer, personally appeared William A. Gerber, who acknowledged himself to be the First Selectman of the Town of Fairfield, a municipal corporation, and he, as such public official, being authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed and the free act and deed of the Town of Fairfield by himself/ as First Selectman.

In Witness Whereof, I hereunto set my hand.

Commissioner of the Superior Court
Notary Public
My Commission Expires:

Schedule A

409 Quincy Street –

All that certain piece or parcel of land together with the improvements thereon located in the Town and County of Fairfield and State of Connecticut being shown and depicted as Lot 10 on a certain Map entitled "Subdivision Map Prepared for Town of Fairfield Reef Road Fairfield, Connecticut" prepared by the Huntington Company, LLC dated March 14, 2005 and filed on the land records of the Town of Fairfield as Map No. 7075.

385 Quincy Street –

All that certain piece or parcel of land together with the improvements thereon located in Town and County of Fairfield and State of Connecticut being shown and depicted as Lot 12 on a certain Map entitled "Subdivision Map Prepared for Town of Fairfield Reef Road Fairfield, Connecticut" prepared by the Huntington Company, LLC dated March 14, 2005 and filed on the land records of the Town of Fairfield as Map No. 7075.

Upon recording, please return to:

LEASE ASSIGNMENT, ASSUMPTION AND MODIFICATION AGREEMENT

THIS LEASE ASSIGNMENT, ASSUMPTION AND MODIFICATION AGREEMENT ("Agreement") made as of _____, 202__ by _____ of _____ (individually and collectively, as applicable, "Assignee"), **HABITAT FOR HUMANITY OF COASTAL FAIRFIELD COUNTY, INC.** ("Lessee") and **TOWN OF FAIRFIELD** ("Lessor").

WITNESSETH:

WHEREAS, by Ground Lease Agreement dated _____, 2025 and recorded in Volume __ at Page __ of the Fairfield Land Records (the "Lease"), Lessee leased from Lessor the premises described in the Lease, being located at __ Quincy Street, Fairfield, Connecticut (the "Leased Premises"); and

WHEREAS, Lessee now desires to grant, transfer and assign to Assignee, its successors and assigns, all of Lessee's right, title and interest in and to the Lease and the Leased Premises, all subject to the specific obligations, terms, and provisions contained in the Lease, as modified hereby, and Assignee desires to affirmatively assume the Lease, together with all the rights and obligations therein or herein specified, and Lessor desires to consent to such assignment and assumption and to the release of Lessee as provided herein.

NOW THEREFORE, to effect the aforementioned assignment, assumption, modification, consent and release, the parties, for good and valuable consideration received to their satisfaction and in consideration of the covenants hereinafter contained, agree as follows:

1. Lessee hereby grants, transfers and assigns to Assignee, its successors and assigns all of Lessee's right, title and interest in and to the Lease and the Leased Premises, subject to all the obligations, terms and provisions contained in the Lease, and further subject to the modifications herein provided.

2. Assignee hereby assumes all of Lessee's right, title and interest in and to the Lease and the Leased Premises, subject to all the obligations, terms and provisions contained in the Lease, as modified hereby, and which Assignee hereby expressly assumes; provided, however, that Assignee does not assume, and Lessee shall discharge, perform and pay, any obligation or liability under the Lease to the extent the discharge, performance or payment thereof was due on or prior to the date hereof or to the extent the obligation or liability arises out of occurrences, events, activities, acts or omissions taking place on or prior to the date hereof; and provided, further, that Lessor shall not look to Assignee for the discharge, performance or payment of any obligation or liability under the Lease to the extent the discharge, performance or payment thereof was due on or prior to the date hereof or to the extent the obligation or liability arises out of occurrences, events, activities, acts or omissions taking place on or prior to the date hereof.

3. Lessor hereby consents to the assignment of all of Lessee's right, title and interest in and to the Lease and the Leased Premises and Assignee's assumption thereof.

4. Assignee and Lessor hereby ratify and confirm all the terms, covenants and conditions of the Lease and acknowledge that the Lease (a) is presently in full force and effect and not in default by either party (b) is a valid, binding and enforceable obligation of Assignee and Lessor and (c) will continue in full

force and effect between Lessor and Assignee after the date hereof until terminated in accordance with the provisions thereof.

5. Lessee hereby represents and warrants to Assignee that there is no breach or default under the Lease by Lessee or Lessor and that nothing has occurred which with the lapse of time or the giving or notice or both would constitute a breach or default by Lessee or Lessor thereunder or which would cause acceleration of any obligation of Lessee thereunder.

6. Lessor hereby represents and warrants to Assignee that attached hereto as Exhibit A is true, correct and complete copy of the Lease and any prior amendments and/or modifications thereof.

7. Lessee does hereby agree to defend, indemnify and hold harmless Assignee from and against all losses, liability, costs including, without limitation, reasonable attorneys' fees, expenses, penalties, judgements, claims and demands of every kind and character which Assignee, its officers, directors, shareholders, successors and assigns may hereafter incur, suffer or be required to pay arising out of, based upon, or by reason of: (a) occurrences, events, activities, (whether on or off the Leased Premises and whether or not related to the performance by Lessor or Lessee of their obligation under the Lease) taking place on or prior to the date hereof; (b) Lessee's failure to perform its obligation under the Lease as herein modified; or (c) Lessee's failure to perform its obligations under this Assignment and Assumption of Lessee's Interest in Lease.

8. Assignee does hereby agree to defend, indemnify and hold harmless Lessee from and against all losses, liabilities, costs including, without limitation, reasonable attorney's fees, expenses, penalties, judgements, claims and demands and the like of every kind and character which Lessee, its officers, directors, shareholders, successors and assigns, may hereafter incur, suffer or be required to pay, arising out of, based upon, or by reason of: (a) occurrences, events activities, acts or omissions (whether on or off the Leased Premises and whether or not related to the performance by Lessor or Assignee of their obligations under Lease) taking place after the date thereof; (b) Assignee's failure to perform its obligations under the Lease to the extent performance becomes due after the date hereof; or (c) Assignee's failure to perform its obligations under this Assignment and Assumption of Lessee's Interest in Lease.

9. The Lease is hereby modified as follows:

- (i) The Leased Premises is hereby amended as set forth on Exhibit B, such that the Assignee rights and obligations under the Lease shall apply to the Leased Premises described on Exhibit B and references in the Lease to the "Leased Premises" shall hereafter mean and refer to said Leased Premises as modified hereby.
- (ii) Any and all references to the "Project" and/or "Tenant's Work" previously performed by Lessee are hereby acknowledged as having been satisfied and completed in accordance with the Lease.
- (iii) Section 3 is hereby modified insofar that Assignee shall pay its pro rata share of all Additional Rent, consisting of fifty percent (50%) of such Additional Rent.
- (iv) Section 5 is hereby amended to read as follows: "Tenant shall use the Leased Premises for only its primary residential purposes and in accordance with the Amended and Restated Declaration of Covenants, Conditions and Restrictions dated [_____, 202_] and recorded in Volume ___ at Page ___ of the Fairfield Land Records (the "Land Records").
- (v) Section 11 (E) is hereby modified as follows: _____
- (vi) Section 32 is hereby amended to provide that any notices therein required to be sent to the "Tenant" shall be sent to: _____, at _____, Fairfield, Connecticut 06____.

10. This Agreement shall be governed by the laws of the State of Connecticut, and shall binding on the respective parties' successors and assigns, and heirs, administrators and beneficiaries. The invalidity of any clause, part, or provision or term of this Agreement shall not affect the validity of the remaining provisions of this Agreement. This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute but one and the same agreement.

[Remainder of page intentionally left blank-signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

WITNESSES:

ASSIGNEE:

ASSIGNOR/LESSEE:

HABITAT FOR HUMANITY OF COASTAL
FAIRFIELD COUNTY, INC.

By: _____

LESSOR:

TOWN OF FAIRFIELD

By: _____

STATE OF _____)
) SS.
COUNTY OF _____)

_____, 202__

On this ____ day of _____, 202[____], personally appeared _____,
signer and sealer of the foregoing instrument, who acknowledged the same to be his/her free act and deed
before me.

Commissioner of the Superior Court
Notary Public
My Commission Expires on: _____

STATE OF _____)
) SS.
COUNTY OF _____)

_____, 202__

On this ____ day of _____, 202[____], personally appeared _____,
signer and sealer of the foregoing instrument, who acknowledged the same to be his/her free act and deed
before me.

Commissioner of the Superior Court
Notary Public
My Commission Expires on: _____

STATE OF _____)
) SS.
COUNTY OF _____)

_____, 202__

On this ____ day of _____, 20[____], personally appeared _____, signer
and sealer of the foregoing instrument, who acknowledged the same to be his/her free act and deed before
me.

Commissioner of the Superior Court
Notary Public
My Commission Expires on: _____

EXHIBIT A

Attach copy of Ground Lease Agreement and any prior modifications and amendments to same

EXHIBIT B

Attach legal description of Leased Premises, as modified

CHAPTER 102. VEHICLES AND TRAFFIC.

ARTICLE 2. - Automated Traffic Enforcement Safety Devices

Sec. 102-4. - Purpose; legislative authority.

Pursuant to the authority granted in Connecticut General Statutes ("C.G.S.") § 14-307b (the "Statute"), the Town of Fairfield (the "Town") hereby authorizes the use of automated traffic enforcement safety devices at locations within school zones, pedestrian safety zones, and other places within the boundaries of Fairfield, Connecticut, provided that the locations of such devices are identified in a plan submitted to and approved by the Connecticut Department of Transportation as required by the Statute.

The purpose of the use of automated traffic enforcement safety devices is to promote public safety and general welfare of the residents of and visitors to the Town, and its common interest to enact reasonable regulations pertaining to the reduction, control and/or prevention of traffic fatalities and pedestrian injuries and deaths so as to promote the public safety, convenience, general welfare, and quality of life of the Town's residents. Pursuant to C.G.S. § 14-307e, the authority to adopt a plan concerning the use of automatic traffic enforcement safety devices shall be exercised by the Representative Town Meeting as the Town's legislative body.

Sec.102-5. – Definitions.

As used in this Article:

- (1) "Automated traffic enforcement safety device" ("ATESD") shall mean a device designed to detect and collect evidence of alleged traffic violations by recording images that capture the number plate, date, time, and location of a motor vehicle that (i) exceeds the posted speed limit by ten (10) or more miles per hour or (ii) fails to stop such vehicle when facing a steady red signal on a traffic control signal.
- (2) "Automated traffic enforcement safety device operator" ("ATESD Operator") shall mean a person responsible for operating an automated traffic enforcement safety device.
- (3) "Driver," "motor vehicle," "number plate," and "owner" have the same meanings as provided in C.G.S § 14-1.
- (4) "Driver" shall mean any person who operates, runs, or controls the functioning of a motor vehicle.
- (5) "Pedestrian safety zone" shall mean an area designated by the Office of State Traffic Administration or the traffic authority of the Town pursuant to C.G.S. § 14-307a.
- (6) "Personally identifiable information" shall mean information created or maintained by the Town or a vendor that identifies or describes an owner and includes, but need not be limited to, the motor vehicle owner's address, telephone number, license plate number, photograph, bank account information, credit card number, debit card number, or the date, time, location, or direction of travel on a highway.
- (7) "School zone" shall mean an area designated by the Office of State Traffic Administration or the traffic authority of the Town pursuant to C.G.S. § 14- 212b.

(8) "Traffic authority", "traffic control sign", and "traffic control signal" have the same meanings as provided in C.G.S. § 14-297.

(9) "Vendor" shall mean a person or entity that (i) provides services to the Town under this Article; (ii) operates, maintains, leases, or licenses an ATESD; or (iii) is authorized to review and assemble the recorded images captured by an ATESD and forward such recorded images to the Town.

Sec.102 - 6. Site Selection

The Town[Traffic Authority] shall on an [annual] basis review traffic violation, complaint reports, and accident data to determine additional sites for ATESD installation.

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Sec.102-~~76~~. - Vendors.

The Town may enter into agreements with vendors for the design, installation, operation, or maintenance, or any combination thereof, of ATESDs. If a vendor designs, installs, operates, or maintains an ATESD, the vendor's fees may not be contingent on the number of citations issued or fines paid pursuant to this article.

Sec.102-~~87~~. - Operation of automated traffic enforcement safety device.

All ATESDs shall be operated by an ATESD Operator who shall be fully trained and certified in the operation of ATESD, the certificate of which shall be admitted as evidence in any hearing conducted pursuant to C.G.S. § 7-152c.

Sec. 102-~~98~~. - Violation.

(a) The owner of a motor vehicle commits a violation of this article if the person operating such motor vehicle:

(i) Exceeds the posted speed limit by ten (10) or more miles per hour and such operation is detected by an ATESD; or

(ii) Fails to stop such motor vehicle when facing a steady red signal on a traffic control signal and such failure is detected by an ATESD.

(b) ATESD shall be used solely for identifying violations of this article.

(c) For the first thirty (30) days after a location is equipped with an operational ATESD, the owners of a motor vehicle that allegedly violates this article that is detected by such device shall receive a written warning instead of a citation.

Sec. 102-~~109~~. - Penalty for violation.

(a) Whenever an ATESD detects and produces recorded images of a motor vehicle allegedly committing a violation of this article, a sworn member or employee of the Town's Police Department, a sworn member of the Fairfield Traffic Authority, or an employee of the Town as designated by the traffic authority, shall review and approve the recorded images provided by such device. If, after such review, the member or employee determines that there are reasonable grounds to believe that a violation occurred, the member or employee shall issue by first class mail a citation to the owner of such motor vehicle.

(b) A citation under this article shall include the following:

- (i) The name and address of the owner of the motor vehicle.
- (ii) The number plate of the motor vehicle.
- (iii) The violation charged.
- (iv) The location of the ATESD and the date and time of the violation.
- (v) A copy of or information on how to view, through electronic means, the recorded images that captured the alleged violation.
- (vi) A statement or electronically generated affirmation by the member or employee who viewed the recorded images and determined that a violation occurred.
- (vii) Verification that the ATESD was operating correctly at the time of the alleged violation and the date of the most recent calibration check performed pursuant to subsection (h) of C.G.S. § 14-307c.
- (viii) The amount of the fine imposed and how to pay such fine; and
- (ix) The right to contest the violation and request a hearing pursuant to C.G.S. § 7-152c.

(c) A manual or automated record or mailing prepared by a sworn member or employee of the Town's Police Department, a sworn member of the Fairfield Traffic Authority, or an employee of the Town as designated by the traffic authority shall be prima facie evidence of mailing and shall be admissible in any hearing conducted pursuant to C.G.S. § 7-152c as to the facts contained in the citation.

(d) In the case of an alleged violation involving a motor vehicle registered in Connecticut, the citation shall be sent by first class mail not later than thirty (30) days after the identity of the owner is determined and shall be mailed to the address of the owner that is in the records of the Department of Motor Vehicles. In the case of an alleged violation involving a motor vehicle registered in another jurisdiction, the citation shall be sent by first class mail not later than thirty (30) days after the identity of the owner is determined and shall be mailed to the address of the owner that is in the records of the official in the other jurisdiction issuing such registration.

(e) A citation shall be invalid unless mailed to an owner not later than sixty (60) days after the alleged violation.

Sec. 102-119. - Fine for violation.

(a) The Town shall impose a fine against the owner of a motor vehicle that commits a violation of this article.

(b) The fine for a first violation of this article shall be fifty dollars (\$50.00). The fine for each subsequent violation of this article shall be seventy-five dollars (\$75.00). These fines shall be imposed against the owner of the motor vehicle committing a violation of this article.

(c) Payment of a fine and any associated fees may be made by electronic means.

(d) A reasonable fee, not to exceed fifteen dollars (\$15.00), may be imposed for the costs associated with the electronic processing of the payment of a fine.

(e) Any funds received by the Town from fines imposed pursuant to this article shall be used for the purposes of improving transportation mobility, investing in transportation infrastructure improvements, or paying the costs reasonably associated with the running and use of ATESDs within the Town.

Sec. 102-~~121~~. - Citation Hearing.

(a) Any owner issued a citation for violation of this ordinance has the right to a citation hearing in accordance with the procedures delineated in C.G.S. § 7-152c.

(b) The cited person may contest his liability within ten days of the citation by delivering in person or by mail written notice of his request to have a citation hearing.

(c) Citation hearings shall be conducted by the Fairfield Traffic Authority or its designee.

(d) The citation hearing shall be held not less than 15 days nor more than 30 days from the date of the mailing of the notice. At the citation hearing, all testimony is to be given under oath or affirmation in a fair and appropriate forum. The decision of the citation officer shall be rendered upon the end of the hearing.

(e) If the determination is made that the person cited is not liable, the matter shall be dismissed.

(f) If the determination is made that the person cited is liable for the citation, the citation officer shall assess fines, penalties, costs, and fees.

(g) If the cited person fails to appear at the requested citation hearing, the Fairfield Traffic Authority may enter an assessment by default against him.

Sec. 102-12. - Appeal.

A person against whom an assessment has been entered is entitled to judicial review by way of appeal that must be instituted within 30 days of the mailing of the notice of such assessment, in accordance with C.G.S. § 7-152c.

Sec. 102-13. - Defenses.

The defenses available to the owner of a motor vehicle that is alleged to have committed a violation of this article shall include, but are not limited to, any one or more of the following:

(a) The operator was driving an emergency vehicle in accordance with the applicable provisions of subdivision 1 of subsection (b) of C.G.S. § 14-283.

(b) The traffic control signal was inoperative, which is observable on the recorded images.

(c) The violation was necessary for the operator to comply with an order or direction from a law enforcement officer, which is observable on the recorded images.

(d) The violation was necessary to allow the passage of an authorized emergency vehicle, which is observable on the recorded images.

(e) The violation took place during a period of time in which the motor vehicle had been reported as being stolen to a law enforcement unit, as defined in C.G.S. § 7-294a, and had not yet been recovered prior to the time of the violation.

(f) The ATESD was not in compliance with the calibration check required pursuant to subsection (h) of C.G.S. § 13-407c.

Sec. 102-134. - Disclosure of personally identifiable information.

(a) No personally identifiable information shall be disclosed by the Town or a vendor to any person or entity, including any law enforcement unit, except where the disclosure is made in connection with the charging, collection, and enforcement of the fines imposed pursuant to this article.

(b) No personally identifiable information shall be stored or retained by the Town or a vendor unless such information is necessary for the charging, collection, and enforcement of the fines imposed pursuant to this article.

(c) The Town or a vendor shall destroy all personally identifiable information and other data that specifically identifies a motor vehicle and relates to a violation of this article not later than thirty (30) days after any fine is collected or the resolution of a hearing conducted for the alleged commission of such violation, whichever is later.

(d) Any information and other data gathered from ATESDs shall be subject to disclosure under the Freedom of Information Act, as defined in C.G.S. § 1-200, except that no personally identifiable information may be disclosed.

Sec. 102-145. - The Statute.

To the extent of applicability, the provisions in the Statute that are necessary to further and/or effectuate this article are hereby incorporated and adopted in toto, herein.

Sec. 102-156. - Severability.

If any section, subsection, sentence, clause or phrase of this article is for any reason held to be invalid or unconstitutional by any decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this article.

Sec. 102-167. – Repealer.

All Town ordinances, bylaws, orders, resolutions, or parts thereof, inconsistent herewith are hereby repealed only to the extent of such inconsistency. This repealer shall not be construed to revive any ordinances, bylaws, orders, resolutions, or parts thereof, heretofore repealed. This ordinance shall take effect in accordance with the provisions of the Town Charter..

Section 102-178 – Reporting.

(a) The Fairfield Traffic Authority shall provide a written report each June to the Board of Selectmen and the Representative Town Meeting with the following information:

- (i) Summary of the total number of violations issued and the number at each location at which a ATESD is located in the previous year;
- (ii) The number of vehicle owners who have received more than one violation in the previous year; and
- (iii) Recommendations of the Fairfield Traffic Authority for additional location for ATESDs based upon the previous year's incidents of accidents and other factors as provided in the criteria set forth in the Statute and any guidance and regulations related thereto.

(b) A representative of the Fairfield Traffic Authority shall be available to attend a meeting of the Board of Selectman in June and the June meeting of the Representative Town Meeting to discuss the annual report if attendance is requested by either body.

FAQ's for Consideration of the Automatic Traffic Enforcement Safety Device Ordinance as Answered by Fairfield Police Department

Will the violations captured by the cameras result in points on one's driver's license?

A violation issued by the ATESD's are considered a town ordinance violation and cannot be used to put points on someone's license. The violations specifically stay within the Town of Fairfield and never get sent to the State. They are more similar to a parking violation than an infraction.

What will it look like when people are notified? Will it look similar to the invoices we now get from tolls, which have a time/date and photo of the car on the day the toll cameras took the picture? Will people have enough information to reasonably contest a violation?

What is described is exactly what a violator will receive in the mail. In most cases they can also log-in to a link and observe a short video of their violation. Consider also that most vendors provide assistance in "branding" the violation so that it looks like it came from our office. If you look at FPD website and all the branding we use, it is all color-matched and specific to FPD branding. This helps to give the violation credibility to the receiver.

Given the advanced technology of the camera systems, in many cases the violator is observed in the driver seat. There is also a human component to verify, confirm, and approve the automated system on every violation.

There is also a statutory speed calibration requirement, but most of the bigger vendors calibrate the radar/laser daily through a remote process.

What is the relationship to the Vendor?

1. **Vendor Payment and Statutory Provisions:** You are correct that vendor payments cannot be contingent on the **number of citations** issued or fines paid, per the statute. Vendors are, however, permitted to charge a service fee per citation issued, which is capped by statute at \$15.
2. **Process Overview:** Typically, the vendor manages the system end-to-end, with the exception of the final review and approval of each citation, which remains the Town's responsibility. Here's the process:
 - The vendor captures and processes footage of potential violations.
 - A designated Town employee (such as a member of the FPD, a civilian employee, or the Traffic Authority) reviews the footage to confirm violations. This includes verifying vehicle registration and ensuring equipment calibration accuracy.

- Once approved by the Town representative, the vendor prints and mails the citations or warnings.
- 3. **Revenue Collection:** The vendor is responsible for handling citation payments, whether online or by mail. The revenue collected is transferred by the vendor to a designated Town account. This ensures transparency and simplifies revenue allocation.
- 4. **Vendor Costs:** While exact costs can vary depending on the vendor, typical charges include:
 - **One-time costs:** Equipment procurement, installation, and system calibration.
 - **Recurring costs:** System maintenance, operational support, citation printing, and mailing.

The vendor often conducts a preliminary traffic analysis to determine whether a location is cost-effective, taking into account potential violations and program sustainability. They assume the financial risk of equipment and setup if citations issued fail to cover their service fees.

- 5. **Program Costs vs. Violation Revenue:** The \$15 service fee per citation, governed by statute, is intended to help offset the operational costs. However, understanding whether program revenue fully covers expenses or requires supplemental funding will depend on factors like the volume of violations and associated costs. A detailed analysis can be shared closer to vendor selection to ensure informed decision-making.

How many radar speed signs does the town have access to? Do we have any permanently placed, or are they placed "as needed" in different locations on a temporary basis?

The Police Department has 5 electronic signs that can be used as message boards, or radar signs and placed "as needed". We use these as an educational component for motorists. There are 2 additional permanent signs that are located on Unquowa Road in the N and S directions in front of Tomlinson MS and Ludlowe HS.

What is the approximate start up cost for this program? Would the town need to purchase equipment up front, or does the vendor cover equipment costs and we are "renting" it? If renting/leasing, would there be a monthly amount paid to the vendor in addition to the fees charged for processing citations? What would be the approximate cost per device? Will this be an annual contract or a multi year contract?

There are different arrangements from which the Town can choose – purchase cameras and operate the program in-house, purchase cameras but outsource some of the operation elements, outsource the cost of equipment and the operation of most elements of the program to a vendor. The State requires that a member of the municipality's police department or Local Traffic Authority designee will review and approve the recorded images before a citation is

mailed to the owner of the motor vehicle in all cases. The cost of the program will depend on which option the Town chooses, all of which may be offset by the fines collected. Information from one vendor is included in the back up as an example.

Are there any grants for the cameras and equipment?

Not that we are aware of at this time.

Have any other CT municipalities had this system in place that can offer any thoughts on how it's working, costs associated, etc?

The only Town that has been approved thus far by the Office of the State Traffic Administration (OSTA) is Washington, CT for 3 cameras. They have not implemented their system as of this writing.

Is the site selection for the cameras based on any studies having been conducted?

No ATESDs can be installed without approval from the CT Dept of Transportation. Four types of locations can be considered:

- Traffic Control Signals for running a red-light indication.
- School Zones for exceeding the posted speed limit by more than 10 mph.
- Pedestrian Safety Zones for exceeding the posted speed limit by more than 10 mph.
- Other Locations for exceeding the posted speed limit by more than 10 mph.

Of these types of sites, the municipality will have to provide the following information when requested the approval of a location for an ATESD:

Section 1.1

- The history of traffic crashes caused by speeding or failing to obey a traffic control sign or signal at the location and the history of traffic crashes that resulted in a person's 3 death or serious injury at the location. CTDOT recommends that municipalities use data from the CT Red Light Intersection Evaluation Tool (CT-REDV) and/or review three years of crash data from the Connecticut Crash Data Repository.
- The average daily traffic (ADT) at the location. Resources for ADT data include Traffic Monitoring Station Viewer and machine counts taken by the municipality. The CT Training and Technical Assistance Center at UCONN has manual traffic counters available for loan to municipalities.
- The history of traffic stops conducted in the municipality and reported to the Office of Policy and Management under the Alvin W. Penn Racial Profiling Prohibition Act (CGS Sections 54-11 and 54-1m).
- The municipality's poverty rate and the percent of occupied housing units with vehicles, as determined by the five-year estimates of the U.S. Census Bureau's most recent American Community Survey.

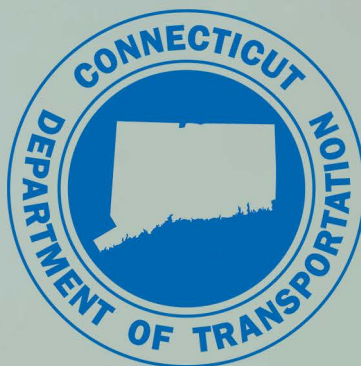
- The location's roadway geometry.

The following conditions must be met for the OSTA to approve an ATESD in a school zone:

- The location meets the definition of a school zone pursuant to CGS 14-212b.
- The school zone has been approved by the appropriate statutory authority – either the OSTA or the Local Traffic Authority.
- The school zone signage is consistent with Federal Highway Administration's Manual on Uniform Traffic Control Devices (MUTCD).
- A written justification, with supporting documentation, explaining how and why an ATESD was selected for installation at each location. At a minimum, the written justification should include an explanation regarding how all the required elements in Section 1.1 were considered. Additional information, if available, may include recommendations from a Road Safety Assessment (RSA), findings from a speed study, and how other speed reduction measures are not feasible or have not been effective.
- A scaled roadway plan or an aerial image showing the location for the ATESD at a traffic control signal, School Zone, Pedestrian Safety Zone, or other location(s). The plan or aerial image must also show the proposed location of the required two conspicuous signs to be installed on every approach at a reasonable distance in advance of the ATESD.



Guidance for Municipalities Developing an Automated Traffic Enforcement Safety Device (ATESD) Plan



Guidance for Municipalities Developing an Automated Traffic Enforcement Safety Device (ATESD) Plan

Date Issued: January 2, 2024, Connecticut Department of Transportation (CTDOT)

INTRODUCTION

[Public Act 23-116](#) (“Act”) authorizes municipalities to use automated traffic enforcement safety devices (ATESDs) at locations within school zones, pedestrian safety zones, and other locations in such municipality pursuant to (1) an ordinance adopted by the municipality in accordance with the Act’s requirements and (2) a plan approved every three years by CTDOT. The Act defines an “automated traffic enforcement safety device” as a device designed to detect and collect evidence of alleged violations of the ordinance by recording images that capture the license plate, date, time, and location of a vehicle that (1) exceeds the posted speed limit by 10 or more miles per hour or (2) runs a red light.

The Act further requires CTDOT to develop, and revise as necessary, two sets of guidance for municipalities developing ATESD plans and seeking CTDOT approval. The first set of guidance covers initial ATESD plan development and submission and the criteria CTDOT will use when evaluating plans submitted for approval. The Act requires this guidance be consistent with the goals of (1) installing ATESDs in locations where they are likely to improve traffic safety and (2) ensuring that the ATESD distribution throughout the municipality is equitable. (Under the bill, “equitable” means intended to ensure that patterns of discrimination and disparities of race, ethnicity, and socioeconomic status, whether intentional or unintentional, are not reinforced or perpetuated and prevent the emergence and persistence of foreseeable future patterns of discrimination or disparities of race, ethnicity, and socioeconomic status.)

The second set of guidance, which will be issued by CTDOT by January 1, 2026, must instruct municipalities on evaluating ATESD effectiveness and submitting subsequent plans for approval.

Note: ATESDs cannot be installed until the municipality’s ATESD plan has been approved by CTDOT’s Office of the State Traffic Administration (OSTA) and the municipality has met all other requirements of the Act.

PURPOSE

As required by Section 16 of Public Act 23-116, this guidance addresses ATESD plan development and submission and the criteria CTDOT will use when evaluating ATESD plans for approval. The guidance also restates other requirements of the Act which relate to CTDOT. The Public Act summary, which includes all of the Act's requirements for municipal use of ATESDs, is available [here](#). This guidance provides information on the following:

- The factors a municipality must consider when selecting potential ATESD locations.
- Documentation municipalities must submit to CTDOT to demonstrate that the selected locations will improve safety.
- Limitations on the placement of ATESDs in economically disadvantaged communities.
- The process for municipalities to submit the ATESD plan to CTDOT.
- The OSTA's review and approval process for the ATESD plan, including the criteria to be used by the OSTA when evaluating the plan for approval.
- Duration of the ATESD plan approval.
- Reporting requirements, as required by the Act.
- A model privacy policy and protocol, as required under the Act, regarding the privacy, security, collection, and destruction of personally identifiable information and other data gathered from ATESDs.
- The process by which municipalities should notify the persons, firms, or corporations designated by CTDOT that operate a mobile application that is used for navigation purposes or real-time information on motor vehicle traffic regarding an active ATESD.

I. LOCATION SELECTION AND JUSTIFICATION

CTDOT recommends the Automobile Association of America's "[Automated Enforcement Program Checklist](#)" to assist municipalities in following best practices when developing a plan to install and use ATESDs.

1.1. FACTORS TO BE CONSIDERED BY THE MUNICIPALITY

A municipal plan proposing the use of ATESDs must identify the proposed location(s) of such devices. When selecting a location for an ATESD, the municipality must, at a minimum, consider the factors below, which are enumerated in Section 16 of Public Act 23-116. When preparing the written justification explaining how and why an ATESD was selected for installation at each location the municipality should document how these factors were considered:

- The history of traffic crashes caused by speeding or failing to obey a traffic control sign or signal at the location and the history of traffic crashes that resulted in a person's

death or serious injury at the location. CTDOT recommends that municipalities use data from the [CT Red Light Intersection Evaluation Tool \(CT-REDV\)](#) and/or review three years of crash data from the [Connecticut Crash Data Repository](#).

- The average daily traffic (ADT) at the location. Resources for ADT data include [Traffic Monitoring Station Viewer](#) and machine counts taken by the municipality. [The CT Training and Technical Assistance Center at UCONN](#) has manual traffic counters available for loan to municipalities.
- The history of traffic stops conducted in the municipality and reported to the Office of Policy and Management under the Alvin W. Penn Racial Profiling Prohibition Act ([CGS Sections 54-1l and 54-1m](#)).
- The municipality's poverty rate and the percent of occupied housing units with vehicles, as determined by the five-year estimates of the [U.S. Census Bureau's most recent American Community Survey](#).
- The location's roadway geometry.

1.2. REQUIREMENTS FOR ALL LOCATIONS

The municipality must include the following in the ATESD plan submitted to the OSTA for **all** potential ATESD locations:

- **A written justification, with supporting documentation, explaining how and why an ATESD was selected for installation at each location.**
- **A scaled roadway plan or an aerial image showing the location for the ATESD at a traffic control signal, School Zone, Pedestrian Safety Zone, or other location(s).** The plan or aerial image must also show the proposed location of the required two conspicuous signs to be installed on every approach at a reasonable distance in advance of the ATESD. See Attachment A for the details regarding the required signs. **Such required conspicuous signs are only permitted to be installed at locations where the ATESD is currently operational.**

NOTE: A single ATESD location may consist of multiple devices on multiple approaches to properly capture images of license plates at that location.

1.3. REQUIREMENTS BY LOCATION TYPE

1.3.1. Traffic Control Signals

1. If a municipality intends to install an ATESD at a traffic control signal, the submitted ATESD plan must include a **traffic signal control plan showing the roadway geometry, phasing/sequence, and timing for an ATESD at a traffic control signal(s).**
 - At locations where the CTDOT owns the traffic control signal, a copy of the current plan of record can be requested via email at DOT.TrafficEngineering@ct.gov.

- At locations where the municipality owns and maintains the traffic control signal, the municipality must submit a copy of the current plan of record.
2. The following conditions must be met for the OSTA to approve an ATESD at a traffic control signal:
- There are at least two crashes, over a three-year period, where an operator failed to stop at a red traffic signal indication. Municipalities are encouraged to use the [CT Red Light Intersection Evaluation Tool \(CT-REDV\)](#) which displays the number and location of red-light running crashes.
 - The location selected for an ATESD must appear on the list of intersections from the CT-REDV tool. In cases where there are numerous intersections involving operators running a red light, municipalities are encouraged to select intersection(s) where other countermeasures have already been implemented but have not been effective. The countermeasures include but are not limited to: increasing size of the signal indications from 8 inches to 12 inches, use of LED lamps, use of signal backplates with retroreflective borders, trimming of vegetation that obstruct the view of the signals, coordination with adjacent traffic signals.
 - Traffic control signals that were recently upgraded within the last 12 months or scheduled to be upgraded within the next 12 months may not be good candidates for an ATESD since the crash history associated with the location may not reflect current conditions.
 - The traffic control signal plan of record for the location has been approved by the OSTA.
 - For municipally owned traffic signals, the traffic signal change intervals (e.g. [yellow/red/pedestrian clearance timings](#)) **must have already been optimized** in accordance with Chapter 6 in CTDOT's Traffic Control Signal Design Manual. (Note: State-owned traffic signals have already been optimized).
 - The written justification required in Section 1.2 demonstrating that an ATESD will improve safety at that location. At a minimum, the written justification should include an explanation regarding how all the required elements in Section 1.1 were considered and how selected intersections were prioritized in cases where there are numerous intersections involving red-light running crashes.

1.3.2. School Zones

The following conditions must be met for the OSTA to approve an ATESD in a **school zone**:

- The location meets the definition of a school zone pursuant to [CGS 14-212b](#).
- The school zone has been approved by the appropriate statutory authority – either the OSTA or the [Local Traffic Authority](#).
- The school zone signage is consistent with Federal Highway Administration’s Manual on Uniform Traffic Control Devices (MUTCD).
- The written justification required in Section 1.2 demonstrating that an ATESD will improve safety at that location. At a minimum, the written justification should include an explanation regarding how all the required elements in Section 1.1 were considered. Additional information, if available, may include recommendations from a Road Safety Assessment (RSA), findings from a speed study, and how other speed reduction measures are not feasible or have not been effective.

1.3.3. Pedestrian Safety Zones

The following conditions must be met for the OSTA to approve an ATESD in a **pedestrian safety zone**:

- The location(s) meets the definition of a pedestrian safety zone pursuant to [CGS 14-307a](#);
- The Pedestrian Safety Zone has been approved or established as such by the appropriate statutory authority – either the OSTA or the [Local Traffic Authority](#).
- The Pedestrian Safety Zone signage is consistent with the MUTCD.
- The written justification required in Section 1.2 demonstrating that an ATESD will improve safety at that location. At a minimum, the written justification should include an explanation regarding how all the required elements in Section 1.1 were considered. Additional information, if available, may include recommendations from an RSA, findings from a speed study, and how other speed reduction measures are not feasible or have not been effective.

1.3.4. Other Locations

The following conditions must be met for the OSTA to approve an ATESD in **other location(s)**:

- Other locations include, but are not limited to, roadways adjacent to central business districts, community centers, public parks, and hospitals. The length of the segment of roadway for location type should not exceed 0.50 miles.
- The location or roadway segment has a history of speed related crashes or speeding violations.
- The written justification required in Section 1.2 demonstrates that an ATESD will improve safety at that location. At a minimum, the written justification should include an explanation regarding how all the required elements in Section 1.1 were considered. Additional information, if available, may include recommendations from an RSA, findings from a speed study, and how other speed reduction measures are not feasible or have not been effective.

1.4. LIMITATIONS ON THE PLACEMENT OF ATESDS IN OR ADJACENT TO ECONOMICALLY DISADVANTAGED COMMUNITIES

- To ensure that the ATESD distribution throughout a municipality is equitable as defined in Public Act 23-116, **CTDOT will not approve more than two ATESD locations within a Qualified Census Tract (QCT)** as designated by the United States Department of Housing and Urban Development. Additionally, **CTDOT will not approve more than one ATESD location within a QCT that is a quarter of a square mile or less in size.** Click [here](#) for a map showing the QCTs in CT.
- For the purposes of this section, if a proposed ATESD location is on a road that is a border of two or more QCTs, a municipality may choose one of the QCTs with which to associate the ATESD location. If a proposed ATESD location is on a road that is a border of one or more QCTs and a census tract that is not designated as a QCT, the municipality must choose to associate the location with one of the QCTs.
- The ATESD plan of any municipality that borders a neighboring municipality in which more than 55% of the census tracts are QCTs will be evaluated by CTDOT to ensure that the proposed ATESD locations are not overconcentrated at or near the border of the neighboring municipality. If the ATESD locations are only proposed near the border with the neighboring municipality, it's likely that the ATESD plan will be rejected. Note: As of

January 1, 2024, municipalities where more than 55% of the census tracts are QCTs are Bridgeport, Hartford, New Britain, New Haven, New London, and Windham.

- CTDOT may reject any proposed ATESD locations if it determines that the overall distribution of ATESDs throughout the municipality violates the principles of equity described in Public Act 23-116.

NOTE: A single ATESD location may consist of multiple devices on multiple approaches to properly capture images of license plates at that location.

II. ADDITIONAL REQUIREMENTS

As part of its ATESD plan, a municipality must also include:

1. A copy of the ordinance adopted by the municipality authorizing the use of ATESDs as required by Section 11 of Public Act 23-116.
2. A copy of the notice of the public hearing conducted on the municipality's ATESD plan as required by Section 17(a)(1) of Public Act 23-116.
3. A copy of minutes of the meeting at which the municipality's legislative body or board of selectman voted to approve the ATESD plan as required by Section 17 of Public Act 23-116.
4. A copy of the municipality's Comprehensive Safety Action Plan (CSAP), required by subsection (e) of Section 11 of Public Act 23-116. Per the Act, the plan must "ensure that the streets located in the municipality safely and conveniently serve road users of all ages and abilities, including pedestrians, transit users, bicyclists, persons using wheelchairs or other assistive device and motor vehicle operators." CTDOT will also accept the following as a CSAP, provided it satisfies the requirements of the Act as quoted above:
 - a. The section in the Regional Transportation Safety Plan, which was prepared for all nine [Council of Governments](#), that is specific to the municipality.
 - b. A municipality's [Vision Zero Action Plan](#).

III. SUBMISSION AND APPROVAL

3.1. SUBMISSION

All ATESD plans (original or revised) must be submitted electronically by the municipality to [CTDOT's Office of the State Traffic Administration \(OSTA\)](#) via email at DOT.OSTA@ct.gov. The OSTA will send an email confirmation acknowledging receipt of the ATESD plan.

3.2. REVIEW AND APPROVAL PROCESS

- **Step 1:**

The OSTA will determine if the submitted ATESD plan contains the required elements as described in Sections I & II of this guidance. If the submitted ATESD plan is determined to be incomplete, the OSTA will notify the municipality, in writing, what elements are missing or incomplete and what needs to be submitted.

Note: The statutory 60-day review period does not start until the OSTA confirms, in writing, that the ATESD plan contains all the required elements.

- **Step 2:**

Once it is determined that the ATESD plan is complete, the OSTA has 60 days to determine (1) if the ATESD plan is likely to improve traffic safety at the proposed location(s) and (2) if the ATESD distribution throughout the municipality is equitable. The OSTA will either approve or reject the ATESD plan in whole or in part. If the ATESD plan is rejected in whole or in part, the OSTA will provide a written explanation of its reasoning, as well as guidance for revising the ATESD plan for resubmission.

IV: DURATION OF THE ATESD PLAN APPROVAL

The municipality's initial ATESD plan is valid for three years after the first device becomes operational. Subsequent ATESD plans are valid for three years from the date of CTDOT approval. Municipalities may submit a modification to the ATESD plan to propose the use of ATESDs at additional locations, provided that the ATESD plan has not expired. It is not necessary for a municipality to submit a modification proposal to terminate the use of an ATESD at a particular location. All modifications to the ATESD plan must follow the same submittal, review, and approval processes as the initial ATESD plan. Approval of any modifications to the ATESD plan expires on the same date the approved ATESD plan expires.

V: REPORTING

5.1 INITIAL REPORT

Not later than 18 months after an ATESD becomes operational, the municipality must submit a report to CTDOT via email at DOT.OSTA@ct.gov and to the joint standing committee of the General Assembly having cognizance of matters related to transportation. The report must include, but need not be limited to, the following elements which are outlined in Section 13 of Public Act 23-116:

1. The number of violations of [CGS 14-218a](#), [CGS 14-219](#), and [CGS 14-299\(b\)\(3\)](#) that occurred at the locations where such automated traffic safety devices were installed at least 1 year prior to the use of such devices;
2. The number of violations where a motor vehicle exceeded the posted speed limit by ten or more miles per hour that were captured at such locations by an ATESD.
3. The number of violations where a motor vehicle failed to comply with [CGS 14-299\(b\)\(3\)](#) when facing a steady red signal on a traffic control signal that were captured at such locations by an ATESD.
4. If available, the number and type of related traffic violations and crashes that occurred at each location where an ATESD was installed at least 1 year prior to such installation and during the use of an ATESD.
5. The number of violations of [CGS 14-218a](#), [CGS 14-219](#), and [CGS 14-299\(b\)\(3\)](#) and related traffic violations and crashes that occurred at locations where an ATESD was used and at similar locations where an ATESD was not used. A similar location is defined as having approximately the same conditions (e.g. [traffic control device](#), [functional classificational](#), number of lanes, speed limit, traffic volumes, etc.).
6. A description of situations where recorded images could not be used or were not used.
7. The number of leased or rented motor vehicles, out-of-state motor vehicles or other vehicles, including trucks, where enforcement efforts were unsuccessful.
8. The amount of revenue from the fines and associated fees retained by the municipality, including the percentage of fines collected from residents and the percentage of fines collected from non-residents.
9. The cost to the municipality to use an ATESD.

5.2 SUBSEQUENT ANNUAL REPORTS

No later than one year after the municipality submits its initial report after the ATESD becomes operational, and every year thereafter until the ATESD is no longer operational in the municipality, the municipality must submit a report to CTDOT via email at DOT.OSTA@ct.gov and joint standing committee of the CT General Assembly having cognizance of matters related to

transportation. At a minimum, the report must include the following elements which are outlined in Section 13(b) of Public Act 23-116:

1. The number of motor vehicles that were subject to one citation, two citations, three citations or four or more citations.
2. In the case of an ATESD that records images of motor vehicles failing to comply with the provisions of subdivision (3) of subsection (b) of Section [14-299](#) of the CGS when facing a steady red signal on a traffic control signal, the number of citations at each location that were issued to motor vehicles making a right turn, to motor vehicles proceeding through the intersection and to motor vehicles making a left turn.
3. A list of engineering and educational measures undertaken by the municipality to improve safety in locations when an ATESD is operational.
4. Data regarding how many citations were issued, how many hearings were requested and the results of any such hearings.

5.3 COMPLIANCE WITH REPORTING REQUIREMENTS

If a municipality fails to report data on any ATESD location as required by Public Act 23-116, the OSTA will decline to re-authorize such ATESD location once the initial plan has expired.

VI: MODEL PRIVACY POLICY AND PROTOCOL

Pursuant to Public Act 23-116, municipalities that adopt an ordinance authorizing the use of ATESDs, must also adopt a written privacy policy that meets or exceeds the standards of CTDOT's model privacy policy and protocol, as written below:

Personally identifiable information about a person who is alleged, through the aid of an ATESD, to have committed a traffic violation, is protected information, with exceptions noted below. While information and data gathered from ATESDs is subject to disclosure under Connecticut's Freedom of Information Act, no personally identifiable information may be disclosed.

Personally identifiable information ("PII") as defined under section 10 of PA 23-116 includes, but is not limited to, the motor vehicle owner's address, telephone number, license plate numbers, photograph, bank account information, credit card number, debit card number, or the date, time, location, or direction of travel on a highway. No such PII is permitted to be disclosed, stored, or retained by a municipality or an ATESD vendor unless the disclosure is made in connection with, or retention is necessary for, the charging, collection and enforcement of the fines imposed pursuant to an ordinance adopted according to the requirements of section 11 of the Act.

Violation data and images should be electronically encrypted at the time of their capture to prevent unauthorized access or tampering. All violation evidence, whether PII or not, should be securely stored and managed according to standard rules and requirements for the security and preservation of legal evidence. Only authorized and trained program staff should have access to

the data. Sensitive personal information such as social security numbers should not be used or linked with names and should never be printed on violation notices mailed to recipients. Furthermore, any identifying data for non-infracting vehicles, such as license plate information, should not be stored.

Within 30 days after any fine is collected or there has been a resolution of a hearing conducted for the alleged traffic violation, whichever is later, the municipality or vendor must destroy PII and all other data that specifically identifies a motor vehicle and relates to a violation of the municipal ordinance adopted pursuant to section 11 of the Act.

VII: NOTIFICATION TO OPERATORS OF NAVIGATION APPLICATIONS

Pursuant to Subsection (f) of Section 11 of Public Act 23-116, prior to the in-service operation of an ATESD, the municipality shall provide notification of such location to persons, firms or corporations that operate a mobile application that is used for navigation purposes or to provide real-time information on motor vehicle traffic. Such notification shall include appropriate detail as to the nature and hours of operation of the enforcement device, and how the municipality will support such location-based applications through baseline mapping platforms. CTDOT will designate which such persons, firms or corporations shall be notified and provide technical guidance to such municipalities regarding how to provide such notification. This list of persons, firms, or corporations is subject to change throughout the duration of the approval and, upon request from CTDOT, the municipality shall furnish the applicable information on in-service devices to the newly designated persons, firms, or corporations in a timely manner, not to exceed 30 days from the date the municipality receives notice of such change. The municipality shall provide a copy of such notification to CTDOT pursuant to Section II of this guidance.

Sign detail options for "Photo Enforced" to be installed *below a speed limit sign*

[illegible][illegible]

Sign detail options for “Speed Limit –Photo Enforced” stand alone sign

[illegible][illegible]

Sign detail options for "Photo Enforced" to be installed at a traffic control signal

[illegible][illegible]