

NOTICE OF SPECIAL TOWN MEETING  
TOWN OF STONINGTON

The Special Town Meeting of the electors and citizens qualified to vote in Town Meetings of the Town of Stonington, Connecticut, will be held at Stonington High School, US Route 1, 176 S Broad St., Pawcatuck, CT 06379 on

**Tuesday, January 17, 2017 at 7:00 p.m.**

To consider, discuss, and vote upon the following.

FIRST: To consider and vote on a resolution to adopt an Ordinance of the Town of Stonington, Connecticut, establishing the Mystic River Boathouse Park Implementation Committee. A copy of the complete text of the Ordinance is on file in the Town Clerk's office during normal business hours.

SECOND: To consider and vote on a resolution to enter into a Property Tax Assessment Agreement between the Town of Stonington, Spirit Master Funding X, LLC, and Davis-Standard, LLC, for fixing the assessment on certain improvements to the manufacturing facility located at Extrusion Drive, Stonington, Connecticut. A copy of the complete text of the proposed Agreement is on file in the Town Clerk's office during normal business hours.

At this hearing electors and residents may appear and be heard.

All Ordinances and amendments thereto shall become effective following approval by Town Meeting and fifteen (15) days after publication in a newspaper having a substantial circulation within the Town of Stonington.

Dated at Stonington, Connecticut this 4<sup>th</sup> day of January, 2017.

/s/ \_\_\_\_\_  
Robert R. "Rob" Simmons, First Selectman

/s/ \_\_\_\_\_  
Michael Spellman, Selectman

/s/ \_\_\_\_\_  
Kate Rotella, Selectwoman, Selectwoman

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STONINGTON, CT.

17 JAN -9 AM 10:32

CYNTHIA LADWIG  
TOWN CLERK

**ORDINANCE RE: ESTABLISHMENT OF THE MYSTIC RIVER BOATHOUSE PARK  
IMPLEMENTATION COMMITTEE**

**WHEREAS**, the Town of Stonington (hereinafter "Town") is in the process of purchasing certain real property located at 123 Greenmanville Avenue, Mystic, Connecticut (hereinafter "subject property") in order to establish a public park; and

**WHEREAS**, the subject property offers several challenges to its development, including demolition of existing structures, remediation of contaminated soils, and/or private fundraising of capital for future improvements and amenities; and

**WHEREAS**, the Town wishes to establish a committee of qualified residents in order to oversee and coordinate all the necessary steps and procedures to establish a public park at the subject property.

**NOW THEREFORE, BE IT HEREBY ORDAINED BY THE LEGAL VOTERS OF THE TOWN OF STONINGTON IN LAWFUL TOWN MEETING DULY ASSEMBLED THAT:**

**Section 1.** That the code of ordinances of the Town of Stonington be amended by adding a new ordinance to read as follows:

A. Establishment. There shall be established the Mystic River Boathouse Park Implementation Committee for the Town of Stonington. Said Committee shall be composed of nine (9) regular members and four (4) alternate members, who shall be electors of the Town, not more than five (5) of whom shall be of the same political party, who shall be appointed by the Board of Selectmen. Additionally, the members of the Board of Selectmen shall be ex-officio, non-voting members. The nine (9) regular members of the Committee shall include the following characteristics:

- At least one Member shall be a Member of the Town Board of Finance;
- At least one Member shall be a Member of the Town Board of Education;
- At least one Member shall be a Member of the Town Recreation Commission;
- At least one Member shall be a licensed attorney;
- At least one Member shall have experience in real estate acquisitions and development;
- At least one Member shall reside in Pawcatuck;
- At least one Member shall reside in Stonington; and
- At least one Member shall reside in Mystic Village.

The same regular Member may satisfy more than one of these characteristics and requirements.

B. Membership; Term; Appointments; Vacancies. The nine (9) regular members of such Committee first appointed shall be designated to serve as follows: three (3) members for one (1) year, three (3) members for two (2) years, and three (3) members for three (3)

years. The alternate members shall be appointed to serve for three (3) years. Thereafter, each regular member shall be appointed to serve for three (3) years. Each member shall hold office until his/her successor is appointed and qualified. Any vacancy in the membership of the Committee shall be filled for the unexpired portion of the term by the Board of Selectmen.

- C. Removal; Compensation. The Board of Selectmen may remove any member for cause, provided each such member shall be afforded notice and a public hearing before the Board of Selectmen prior to removal. All members of the Committee shall serve without compensation for their services, but their necessary and actual expenses incurred in the performance of their official duties shall be paid by the Town within the limits of any appropriation made therefore.
- D. Duties. The Committee shall be tasked with the following responsibilities: evaluating and planning improvements at the subject property; clearing, remediating and/or demolishing structures at the subject property; and overseeing the construction of parking, sidewalks and/or other site improvements necessary for the creation of a public park. Said responsibilities shall be conducted within the limits of any Town appropriations and budgets for the subject property, and within the limits of any donations of private funding.
- E. Organization; Meetings; Powers. The Committee shall annually elect its own Chair and such other officers as it shall from time to time determine to be necessary. A quorum of the Committee shall consist of at least five (5) members, and no action of the Committee shall be valid unless authorized by a majority of its members present at any duly held meeting. The Committee shall meet at least quarterly every year to carry out its duties as outlined in this ordinance. The Committee shall have the power and authority to apply for and receive state and federal grants from state and federal agencies and other sources on behalf of the Town for establishing a public park at the subject property.
- F. Reports. The Committee shall bi-annually prepare and transmit to the Board of Selectmen a report of its activities.

**Section 2.** That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

**Section 3.** If any provision of this ordinance or the application thereof to any person or circumstances is held to be invalid, such invalidity shall not affect other provisions or applications of any other part of this ordinance that can be given effect without the invalid provisions or applications; and to this end, the provisions of this ordinance and the various applications thereof are declared to be severable.

**Section 4.** This ordinance shall become effective fifteen (15) days after Notice of its passage is duly published in a newspaper having a general circulation in the Town of Stonington.

## PROPERTY TAX ASSESSMENT AGREEMENT

**THIS PROPERTY TAX ASSESSMENT AGREEMENT** (this "Agreement") dated as of \_\_\_\_\_, 2017, between the TOWN OF STONINGTON (the "Town") a body corporate and politic, constituting a public instrumentality and political subdivision of the State of Connecticut, and Spirit Master Funding X, LLC, (the "Owner") a Texas Corporation having its corporate headquarters at 2727 North Hardwood Street, Suite 300, Dallas, Texas 75201, the owner of certain real property located at 35 Extrusion Drive, Pawcatuck, Connecticut.

### WITNESSETH

**WHEREAS**, §12-65b of the Connecticut General Statutes authorizes a municipality, by affirmative vote of its legislative body, to enter into a written agreement with a party owning or proposing to acquire an interest in, or leasing, real property within such municipality, fixing the assessment of real property and all improvements thereon or therein, and the improvements are for, among other things, manufacturing use; and

**WHEREAS**, the Owner and/or its lessee, Davis-Standard, LLC (hereinafter "Lessee"), proposes to occupy real property located at Extrusion Drive within the Town (hereinafter "Property") and, together with financial contributions from the State of Connecticut, improve said property at a cost of \$1,500,000 and to use the said property as improved for, among other things, manufacturing use; and

**WHEREAS**, said proposed addition and improvements are economically feasible only if a fixed amount of real property taxes is agreed upon for a period of two years; and

**WHEREAS**, it is in the best interest of the Town and its taxpayers that the Owner and/or its Lessee make such acquisition and improvements; and

**WHEREAS**, in order to induce the Owner and/or its Lessee to occupy the said property, make such improvements, and locate an addition to the manufacturing facility within its borders the Town, at a Town Meeting held January 17, 2017, adopted a resolution approving the fix assessment program described herein, a copy of which is attached hereto as Exhibit A.

**NOW THEREFORE**, in consideration of the premises and the mutual covenants and agreements herein set forth, the parties hereto agree as follows:

1. **The Property**. This Agreement affects and pertains to Lot 3, as shown on the Town Assessor's Map 36, Block 4, Lot 3, Unit 1 and all improvements thereon or therein or to be constructed thereon or therein, said property being commonly known as 35 Extrusion Drive, Pawcatuck, Connecticut (the "Property").
2. **Improvements**. The Owner and/or its Lessee agree that within twelve (12) months of the date of this Agreement they will make improvements thereon or therein at a cost in the amount of \$1,500,000 and that the proposed use of the Property is for, among other

things, manufacturing purposes. The Town agrees that the Owner and/or its Lessee's use of the Property meets the requirements of §12-65b of the Connecticut General Statutes.

3. **Fixed Assessment.** For the period(s) of two (2) years (which shall commence as described in Paragraph 4 below), the percentage of assessment of the Property shall be the added assessment value multiplied by the following percentages:

<u>Year</u>	<u>Percentage</u>
1	0%
2	0%

4. **Commencement and Duration.** The two (2) year period(s) shall commence:

The first assessment year which begins October 1, 2017;

Additionally, if during the period prior to October 1, 2017 a Certificate of Occupancy is issued for either the completion of the new construction or the addition is occupied for its intended use which results in a prorated assessment; the Owner shall agree to pay the prorated tax to the Town.

5. **Commitment.** The Owner and/or its Lessee agree to remain in Stonington for a period of at least five years following the two year abatement of the taxes. If the Owner and/or its Lessee do not remain in Stonington for a period of five years or fail to meet this obligation by transfer or change of use of the property, the Owner shall be subject to repayment of the abatement provided for herein, plus statutory interest for delinquent taxes, to the Town of Stonington
6. **No Waiver.** Nothing contained in this Agreement shall be construed as waiving any right the Owner and/or its Lessee may have to a future contest or appeal following the two year period, in the manner provided by law, any assessment made or tax imposed by any taxing authority with respect to the Property.
7. **Condemnation.** In the event the Property or any part thereof is taken by condemnation or eminent domain or is damaged or destroyed by fire or other casualty during an applicable two year period, the applicable fixed assessment specified in Paragraph 3 shall be adjusted to reflect the diminution of value resulting from such condemnation, eminent domain, fire or other casualty in the manner provided by state and local laws and ordinances.
8. **Successors.** The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
9. **Amendment.** This Agreement may not be amended, modified or terminated except by a writing executed by the parties hereto.

- 10. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Connecticut.
- 11. **Severability.** A ruling by any court or administrative body that a portion of this Agreement is invalid or unconstitutional shall have no effect on the other terms hereof which shall remain in full force and effect and binding on the parties hereto.
- 12. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed shall be an original and all of which shall constitute but one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in their respective names by their respective officer's thereunto as of the date first above mentioned.

Signed, Sealed and Delivered  
in the Presence of:

\_\_\_\_\_  
\_\_\_\_\_

Town of Stonington

By: \_\_\_\_\_  
Robert R. Simmons  
Title: First Selectman, duly authorized

\_\_\_\_\_  
\_\_\_\_\_

Spirit Master Funding X, LLC

By: \_\_\_\_\_  
Title: \_\_\_\_\_, duly authorized

\_\_\_\_\_  
\_\_\_\_\_

Davis-Standard, LLC

By: \_\_\_\_\_  
Title: \_\_\_\_\_, duly authorized