

TOWN OF STONINGTON
SPECIAL TOWN MEETING
November 18, 2014

A Special Town Meeting of the Town of Stonington was called to order at 7:00 p.m. on November 18, 2014 at the Stonington High School auditorium, 176 South Broad St., Pawcatuck, CT, by First Selectman Ed Haberek, Jr. Also, in attendance were Selectmen George Crouse and Rob Simmons and Town Attorney Tom Londregan.

Ted Ladwig nominated Jim O'Boyle for Moderator and being properly seconded by George Crouse, was unanimously elected Moderator of the meeting. Town Clerk, Cynthia Ladwig served as Clerk.

There being no objection the Moderator dispensed with the reading of the Call of the meeting, recorded immediately preceding these minutes.

The Moderator asked for a motion on the first item on the Call. Being properly seconded by George Crouse, First Selectman Haberek presented and read the following resolution:

BE IT HEREBY RESOLVED BY THE LEGAL VOTERS OF THE TOWN OF STONINGTON IN LAWFUL MEETING DULY ASSEMBLED:

To consider and vote on a resolution to adopt an Ordinance of the Town of Stonington, CT, amending the Town of Stonington Retirement Plan to provide for an ad hoc COLA as outlined in Amendment 2014-1 to the Stonington Retirement Plan. A copy of the complete text of the proposed Ordinance and Amendment 2014-1 is on file in the Town Clerk's office during normal business hours.

TOWN OF STONINGTON

"ORDINANCE FOR THE AMENDMENT OF RETIREMENT PLAN"

WHEREAS, the Town of Stonington has established a defined benefit plan for eligible employees, the Town of Stonington Retirement Plan ("Plan");

WHEREAS, the Town desires to amend the Plan to provide for an ad hoc COLA for participants receiving benefits as of July 1, 2014;

WHEREAS, the Board of Selectmen approved the amendment to the Plan at a previous meeting; and

WHEREAS, the Plan requires that any such amendment be approved by Town Meeting.

THEREFORE, BE IT RESOLVED

The Town of Stonington is adopting the following ordinance effective November 18, 2014:

That the amendment to the Town of Stonington Retirement Plan effective July 1, 2014 is hereby approved and adopted.

AMENDMENT
2014-1
TO THE
TOWN OF STONINGTON
RETIREMENT PLAN

The Town of Stonington Retirement Plan (the "Plan") is hereby amended, pursuant to Section 12.1 of the Plan, effective July 1, 2014, as follows:

I.

Article IV of the Plan is amended by adding the following new Section 4.7 at the end thereof:

Section 4.7 Ad hoc Cost-of-Living Adjustment

Effective July 1, 2015, the amount of the monthly retirement benefit for all Participants who are receiving benefits under Article V as of July 1, 2014 shall be increased by an amount equal to the product of (i) 1/12th of one percent times (ii) the number of full months from the Participant's retirement date to July 1, 2014. Notwithstanding the foregoing, in no event shall a Participant's monthly retirement benefit be increased by more than 10%.

II.

If there shall be any inconsistency between the provisions of this Amendment and the provisions of the Plan, this Amendment shall control.

Date: _____, 2014.

TOWN OF STONINGTON

By: _____
Its

13153098-v1

Being properly seconded, the Moderator opened the floor to discussion. Mr. Pat Hambly and Mr. Vincent Pacileo, Director of Administrative services spoke on the resolution. The Moderator asked for a vote on the resolution. The resolution passed by a unanimous voice vote.

The Moderator asked for a motion on the second item on the Call. Being properly seconded by George Crouse, First Selectman Haberek presented and read the following resolution:

BE IT HEREBY RESOLVED BY THE LEGAL VOTERS OF THE TOWN OF STONINGTON IN LAWFUL MEETING DULY ASSEMBLED:

To consider and vote on a resolution to approve the Board of Finance's approval of a request from Stonington Public Schools for reimbursement for repairs to West Broad Street School totaling \$52,795.00 performed by Mystic Air Quality and Weiss Construction Inc.

Being properly seconded, the Moderator opened the floor to discussion. Hearing no discussion, the Moderator asked for a vote on the resolution. The resolution passed by unanimous voice vote.

The Moderator asked for a motion to waive the reading of the third item on the Call. Motion was approved and seconded by Selectman George Crouse. First Selectman Haberek presented and read the following resolution:

BE IT HEREBY RESOLVED BY THE LEGAL VOTERS OF THE TOWN OF STONINGTON
IN LAWFUL MEETING DULY ASSEMBLED:

To consider and vote on a resolution granting an Easement from the Town of Stonington to Van Dongen Enterprises, LLC for a perpetual right and easement for ingress and egress to cross on foot and with vehicles from Washington Street over land of the Town of Stonington. A copy of the proposed Easement is on file in the Town Clerk's office during normal business hours.

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That the **TOWN OF STONINGTON**, a municipal entity having its territorial limits within the County of New London, and State of Connecticut, acting herein by its Selectmen duly authorized and empowered to act in these presents by vote of a town meeting of the Town of Stonington, properly warned and held _____, 2014, for a nominal consideration received to its full satisfaction of **VAN DONGEN ENTERPRISES, LLC**, a Connecticut Limited Liability Company, does hereby give and grant to the said **VAN DONGEN ENTERPRISES, LLC**, its successors and assigns, a perpetual right and easement for ingress and egress to cross on foot and with vehicles from Washington Street over land of the Grantor, as the driveway now exists, all that tract of land as shown on a map entitled "Easement at 135 West Broad Street" attached hereto, being more particularly bounded and described as follows:

A certain piece or parcel of land, lying situated in the Town of Stonington, County of New London and State of Connecticut, bounded and described as follows:

Beginning at a point, which is the northwest corner of land, now or formerly of Michael A. Simeone and Anne M. Simeone and the southwest corner of land now or formerly of the Town of Stonington; thence running northerly along the easterly line of Washington Street twenty one (21) feet, more or less, to a fence post, thence running easterly along a chain link fence one hundred forty six (146) feet more or less to a point; thence running southerly twenty one (21) feet more or less to a point, which point is the northeasterly corner of land now or formerly of Van Dongen Enterprises, LLC; thence running westerly by and along land of said Van Dongen Enterprises, LLC and land now or formerly of Michael A. Simeone and Anne M. Simeone one hundred forty six (146) feet more or less to the point and place of beginning.

This Grant of an easement is executed and delivered and the said easement is granted upon the following conditions:

1. The Grantee agrees to save the Grantor harmless against any and all claims for damages due to, or arising out of the use of said premises under the terms of this easement, and to provide liability insurance covering the leased premises in such amounts, and with such terms as may be reasonably required by the Grantor acting by its Board of Selectmen.
2. The rights granted herein shall not be construed to interfere or restrict the Grantor, its successors and assigns, the use of the easement premises, provided such use does not disturb or interfere with the rights conveyed herein.
3. The grant of this easement is a covenant running with the lands of the Grantor and binding upon the Grantor, its successors and assigns, and all future owners of occupants of said lands.
4. All work done pursuant to this easement shall be done at Grantee's sole cost and expense. Grantee shall keep the Grantor's property free of mechanics and materialmens liens arising out of any work done by Grantee or its agents, employees or contractors on Grantor's property and will indemnify and hold harmless Grantor and Grantor's mortgagees and tenants from any loss, cost or damage arising out of any such work.
5. Grantee shall obtain all necessary permits and approvals prior to commencing any of such work, will do any work permitted by this easement in a good and workmanlike manner and will promptly restore the Grantor's property to the condition it was in prior to performance of any work permitted hereby. Grantee shall give prior written notice to Grantor of any proposed excavation except in case of emergency posing a safety hazard in which event notice will be given as soon as possible. Grantee agrees that no excavation will be performed between November 15th and December 31st without Grantor's prior written consent except in case of emergency posing a safety hazard in which event notice will be given as soon as possible.

BE IT HEREBY RESOLVED BY THE LEGAL VOTERS OF THE TOWN OF STONINGTON IN LAWFUL MEETING DULY ASSEMBLED:

To consider and vote on a resolution to approve a Property Tax Assessment Agreement between the Town of Stonington and Threadmill Partners LLC. A copy of the complete agreement is on file in the Town Clerk's office during normal business hours.

PROPERTY TAX ASSESSMENT AGREEMENT

THIS PROPERTY TAX ASSESSMENT AGREEMENT (this "Agreement") dated as of this ____ day of _____, 2014 between the TOWN OF STONINGTON (the "Town") a body corporate and politic, constituting a public instrumentality and political subdivision of the State of Connecticut, THREADMILL PARTNERS LLC (the "Owner") a limited liability company organized under the laws of the State of Connecticut having its corporate headquarters at 225 Westchester Ave., Port Chester, NY, the owner of certain real property located at 12 River Road, 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 real property within such municipality, fixing the assessment of real property and all improvements thereon or therein for a period of no more than seven years, provided the cost of such improvements is not less than \$3,000,000 and the improvements are for, among other things, permanent residential and retail; and

WHEREAS, the Owner proposes to develop real property located at 12 River Road within the Town and improve said property at a cost of not less than \$3,000,000 and to use the said property as improved for, among other things, permanent residential and retail; and

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

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

WHEREAS, in order to induce the Owner to make such improvements to property within its borders the Town, at a Town Meeting held June 30, 2014, 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 effects and pertains to Lot 3, as shown on the Town Assessor's Map 5, Block 5, Lot 3, and all improvements thereon or therein or to be constructed thereon or therein, said property being commonly known as 12 River Road, Pawcatuck, Connecticut (the "Property").
2. Improvements. The Owner agrees that within twenty-four (24) months of the date of this Agreement they will complete the improvements thereon or therein, as shown on the site plan previously approved by the Town, at a cost in excess of \$3,000,000 and that the proposed use of the Property is for, among other things, permanent residential and retail. The Town agrees that Owner's use of the Property meets the requirements of §12-65b of the Connecticut General Statutes.
3. Affordability Plan for 30% of the Residential Units. The Owner's proposed use for the Property includes 58 residential units (the "Residential Units"), 20% of which will be affordable to household earning up to 50% of the area median income ("AMI") and 10% of which will be affordable to households earning up to 120% AMI, for an overall proposed plan of 30% of the Residential Units maintained as affordable. In support of this proposed plan for 30% of the Residential Units, the Owner agrees to submit to the Town of Stonington its Affordability Plan within 60 days after approval of this agreement by the Special Town Meeting. The Affordability Plan shall describe how affordability will be administered and maintained pursuant to Connecticut General Statute §8-30g(b)(1) and Connecticut Agency Regulations §8-30g-7 and in accordance with that

certain Declaration of Restrictive Covenants by and between the Owner and the Connecticut Housing Finance Authority, dated October 31, 2014 and recorded on November 4, 2014 on the land records of the Town.

4. Fixed Assessment. For the period(s) of seven (7) years (which shall commence as described in Paragraph 5 below), the percentage of assessment of each phase of the Property shall be the October 1, 2014 assessment of \$569,400 (FMV \$812,900) plus new construction value multiplied by the following percentages:

<u>Year</u>	<u>Percentage</u>
1	7%
2	14%
3	21%
4	28%
5	35%
6	42%
7	49%

The parties agree that the October 1, 2014 assessment (\$569,400) shall remain throughout the seven (7) year term regardless the revaluation scheduled for October 1, 2017.

5. Commencement and Duration. The seven (7) year period(s) for all new construction shall commence upon the earlier of:
- a.) the Grand List of October 1, 2016; or
 - b.) the issuance of the first Certificate of Occupancy by the Town.

If the seven year period does not commence until the Grand List of October 1, 2016, the fixed assessment set forth in Paragraph 4 shall affect payments commencing July 1, 2017. Additionally, if the seven year period does not commence until the Grand List of October 1, 2016, any increased value above the fixed assessment of \$569,400 added prior to that date shall be abated by the Town.

Until the commencement of the seven year period, Owner shall make payments based upon the current assessment.

6. No Waiver. Nothing contained in this Agreement shall be construed as waiving any right the Lessee or Owner may have to a future contest or appeal following the seven 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 seven 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/Merger. This Agreement may not be amended, modified or terminated except by a writing executed by the parties hereto. Parties acknowledge and agree that all understandings and agreements heretofore made between the parties are merged in this agreement, and this agreement contains the entire agreement of the parties.
10. Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Connecticut. The parties further agree to be contractually bound to submit themselves to the personal jurisdiction of the courts of Connecticut. The venue for any court proceeding shall be in the Judicial District for New London at New London, Connecticut, and each party waives any venue, convenient forum, removal, jurisdiction, or other rights to the contrary.
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.

13. Agreement. The parties further agree that all of the terms of this Agreement including the "WHEREAS" paragraphs appearing before the numbered paragraphs are contractual and not mere recitals.

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

Signed, Sealed and Delivered
in the Presence of:

Town of Stonington

By: _____
Edward Haberek, Jr.
Title: First Selectman, duly authorized

Threadmill Partners LLC
By Threadmill Acquisition LLC
Its Managing Member

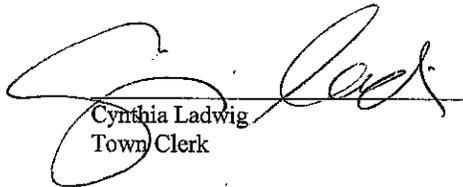
By: _____
Kenneth Olson
A Managing Member

Being properly seconded, the Moderator opened the floor to discussion. Hearing no comment, the Moderator called for a vote. The resolution passed by unanimous voice vote.

Being no further business on the Call of the Town Meeting, the Moderator declared the meeting adjourned at 7:35 p.m.

/s/ Cynthia Ladwig
Clerk of the meeting

Received for record this 19th day of November, 2014.


Cynthia Ladwig
Town Clerk