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TOWN OF ELLINGTON

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ELLINGTON, CONNECTICUT 06029-0187
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www.ellington-ct

Donna G. Hosey, CCTC
Town Clerk

Margaret L. Schmidt
Assistant Town Clerk

Special Town Meeting

July 10, 2023

Minutes

Electors and citizens qualified to vote in Town Meetings of the Town of Ellington, Connecticut, are hereby warned that a Special Town Meeting will be held at the Ellington Town Hall, Nicholas J. DiCorleto Jr. Meeting Hall, 55 Main Street, Ellington, Connecticut and via ZOOM conferencing on Monday, July 10, 2023 at 6:30 p.m. prevailing time to discuss and vote upon the following:

- Termination of the Pinney House Lease Agreement

Applicable supporting documentation is available for review in the Town Clerk's Office, First Selectman's Office and on the Town website at ellington-ct.gov.

All interested parties are encouraged to attend in person or via ZOOM.

Dated at Ellington, Connecticut, this 28th day of June, 2023.

First Selectman Lori Spielman called the meeting to order at 6:30 p.m. and asked for a motion for a moderator.

MOVED David Stavens **SECONDED** Mike Madru to nominate John Turner as moderator.

All in favor. Motion carried.

Mr. Turner read the Notice of the Special Town Meeting as it was published and posted and then entertained an action for the town meeting item:

TO TERMINATE THE LEASE BETWEEN THE TOWN OF ELLINGTON (AS LESSEE) AND
DEER VALLEY, LLC (AS LESSOR) FOR THE PINNEY HOUSE.

MOVED Walter Lee **SECONDED** Tom Modzelewski to terminate the lease.

Mr. Turner asked if there was any discussion, instructed any speakers to state their name and address, and notified speakers their time would be limited to 3 minutes each.

Dale Roberson, 53 Snipsic Lake Rd., explained that over the years of the committee's existence they have both successfully applied for a \$500,000 grant from the state and raised \$100,000 privately. This has gone to the restoration of the outside of the building and ensuring the integrity of the inside, but the inside has not been restored to what it was in Mr. Pinney's time. He encouraged the town to recognize Mr. Pinney as not only a war hero but also an original organizer of the town of Ellington and thus be compelled to support the project of restoring the house. He mentioned that COVID created setbacks in their work and asked that the town allow the committee more time to continue making progress keeping in mind that historians have confirmed the value in its restoration and that Congressman Courtney may assist in raising more funds if they can complete a project having been in progress for the last 5 years. He asked for 1 year of time before any decisions are made.

Lori Spielman informed that DPW had been on-site to take photos of the Pinney House that day to demonstrate the state the house is in.

Said photos were put on a continuous loop for viewing throughout the meeting.

Walter Lee, 125 Hoffman Rd., asked of D. Roberson if the committee had any long-term strategic plan.

Dale Roberson answered that the committee feels there is more grant money, both state and federal, to be applied for with the end goal of making the 1st floor accessible as a museum of sorts with period furnishings that could also be utilized for functions. The second floor could possibly be a home for a curator such as himself. He reminded the town that historic preservation takes a long time. He conceded that ADA is an issue for historic structures and that when they are closer to finality the fire marshal will need to assist in getting the building up to code. He concluded saying there is no dollar amount in mind for this plan – that they just get as far as they can with each grant – but assured the committee would not be asking for money from the town.

Miriam Underwood, 15 Eva Cir., volunteered that as a long-time resident who at one time had friends living in the Pinney House she was in favor of giving the committee a year to present progress. Given the amount of money that has been raised for the project it would be foolish to close it.

Warren McGrath, 155 Windermere Ave. #1708, asked of the BOS why not wait a year? What are the downsides?

Lori Spielman answered that in 19 years the committee had only met 24 times – 2012 being the last meeting. She cited that the town has spent \$95,000 with some funding included in every budget on the house, but that Dale had not been to any budget meetings. She recommended the town cut ties and the Friends of the Pinney House Committee form a 501-C for the year like the Nellie McKnight Museum.

Warren McGrath countered that \$95,000 is not a lot of money. Give them a year.

Lori Spielman reiterated 19 years, no fundraising, no meetings, and no end goal.

Peg Busse, 37 Abbott Rd., claimed that BOF is tired of spending money each year without a plan. She toured the building a couple of years ago and nothing has been done since. She emphasized the lack of effort being put into the project, and she refused to allow another dime of taxpayers' money to go into it.

Kathy Heminway, 179 Abbott Rd., spoke as the President of the Historical Society and on behalf of the Nellie McKnight Museum they worked their tails off to get the museum to where it is today. She reminded Roberson that a goal is needed to receive a grant, that future generations are not interested in past history, and that the committee will need a lot more effort if they want to make progress.

Ron Stomberg, 145 Jobs Hill Rd., called the house a stagnant waste of time, and though he appreciates history, feels the building will be trash.

Jamie Boucher, 319 Somers Rd., asked the BOS if the council dissolved the committee how that affects the town.

John Turner answered the BOS is motioning to terminate the lease between the Town of Ellington and Deer Valley LLC, not the committee.

Melinda Ferry, 3 Jonathan Dr., added that the committee can take over the lease and that she would like to see the time to decide extended so they can come up with a plan.

Dale Roberson reminded the town that Deer Valley LLC agreed to transfer the lease to the Town of Ellington so they are a legal entity. It was the integrity of the town that enabled the lease in the first place. He is concerned a reversion would occur should the town terminate the lease and the committee would lose the opportunity to take over the lease. He also added that the committee meets and talks regularly and pledged to be more diligent about notifying the town of their work.

John Turner pointed out there is no record of minutes from these meetings.

Lori Spielman asked Diane Trueb to comment on her work with the Nellie McKnight Museum regarding her experience with having a professional recommend guidance as what is expected of their museum. She also expressed concerns regarding staffing the museum post-completion.

Dianne Trueb, 105 Pinnacle Rd., spoke as the Vice President of the Historical Society and recommended they seek a grant via CT Humanities for a professional to come in and propose a 3-year plan as the Nellie McKnight Museum did. She emphasized that though she would hate to see the house knocked down, the town cannot fund his special interest.

Mike Madru, 6 Settlers Way, confirmed that he had heard both sides – no more money without progress – and suggested a compromise of a shorter time frame. He recommended a 3-month check-in instead of a 1-year check-in which would allow time for the committee to talk to Deer Valley, LLC regarding the lease.

Dori Famiglietti spoke as Town Attorney and clarified that if the motion is to table the decision, then it cannot be tabled for more than 3 months.

John Turner asked if there was any further discussion regarding the motion on the floor. There was no further discussion.

MOVED Melinda Ferry **SECONDED** Miriam Underwood to table the decision until October 2023 at a date TBD by BOS.

John Turner asked for discussion regarding the motion on the floor.

Dori Famiglietti clarified that any further discussion should be limited toward the issue of tabling the motion versus the merit of the main motion. She also clarified that after 3 months the decision can be extended for another 3 months.

Townspeople agreed that after 3 months if no progress has been made based on reports from the committee to the BOS, there would be no need to extend for another 3.

Hearing no further discussion John Turner asked for a vote by show of hands on the motion to table the decision until a future meeting on October 2, 2023.

YES 24 ZOOM YES 1

NO 3 ZOOM NO 1

With a final vote of 25 to 4 the motion carried.

John Turner adjourned the meeting at 7:18 p.m.

Respectfully submitted,

A handwritten signature in cursive script that reads "Margaret Schmidt".

Margaret L. Schmidt
Assistant Town Clerk

Attachments



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SPECIAL TOWN MEETING October 2, 2023

MINUTES

Electors and citizens qualified to vote in Town Meetings of the Town of Ellington, Connecticut were hereby warned that the Special Town Meeting of July 10, 2023 will recommence at the Ellington Town Hall, Nicholas J. DiCorleto Jr. Meeting Hall, 55 Main Street, Ellington, Connecticut and via ZOOM conferencing on Monday, October 2, 2023 at 6:30 p.m. prevailing time to discuss and vote upon the following:

Termination of the Pinney House Lease Agreement

Any applicable supporting documentation is available for review in the Town Clerk's Office, First Selectman's Office and on the Town website at ellington-ct.gov.

All interested parties are encouraged to attend.

Dated at Ellington, Connecticut, this 25th day of September, 2023.

BY ORDER OF THE BOARD OF SELECTMEN

Lori L. Spielman
First Selectman

Deputy First Selectman, David Stavens called the meeting to order at 6:30 p.m. and asked for a nomination for a moderator.

James Prichard made a MOTION to nominate John Turner. SECONDED: Ronald Stomberg, motion passed unanimously.

Deputy First Selectman Stavens turned the meeting over to John Turner, Moderator.

John Turner read the Notice of Special Town Meeting as published (see attached).

Moderator then reminds attendees of the status of the business at hand:

"At the last meeting, on July 10, 2023, a motion to terminate the lease between the Town of Ellington (as Lessee) and Deer Valley, LLC (as Lessor) for the Pinney House was made by Walter Lee and seconded by Tom Modzelewski. Further discussion and action on that motion were postponed to this meeting. I will now reopen discussion on that motion."

Moderator asks that speakers state their name and address.

Discussion:

Warren McGrath, 155 Windermere Ave. Mr. McGrath stated that since the meeting on July 10, 2023 the committee has done a lot of things. One obstacle is that they did not retain their 501C3 status and they have been unsuccessful getting it restored. He also stated if the Pinney House lease is terminated and goes back to Eric Santini they feel it will be demolished. Mr. McGrath is really hoping the committee can get another 90 days to continue their efforts.

Several other residents also stated another 90 days would be beneficial to the committee.

Jamie Boucher, 319 Somers Road, inquired if there was any word on the grant money if it isn't used.

Matt Reed, Town Administrator cited there is no obligation to pay back if not used. He also read a letter (attached) from the State Historic Preservation Office.

Matt Shea, 22 Green St. and Logan Johnson, 44 Wapping Wood Rd. both stated they would like to see the committee given the 90 day extension.

Peg Busse, 37 Abbott Road said there was never a plan and needs to be a plan going forward with or without the 501C3.

David Stavens, 35 Pinnacle Rd. agreed the Town was looking for a plan as to what was going to be done with the building. Mr. Stavens then made a Motion: to further table the motion for a period not to exceed 90 days.

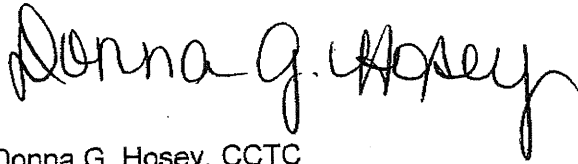
Seconded: Ronald Stomberg

Moderator, John Turner stated the Board will be looking for functional use in detail of the Pinney House.

John Turner called for a voice vote of all in favor of the 90 days extension. Vote passed unanimously.

John Turner, thanked everyone for attending the meeting and adjourned at 7:10 p.m.

Respectfully submitted,

A handwritten signature in black ink that reads "Donna G. Hosey". The signature is written in a cursive style with a large, stylized 'D' and a long, sweeping tail on the 'y'.

Donna G. Hosey, CCTC

Town Clerk

Attachments

IV. UNFINISHED BUSINESS

A. Ad Hoc Committee for the Preservation of the Pinney House – Update

No update was provided.

V. NEW BUSINESS

A. Tax Refunds/Abatements

MOVED (TURNER), SECONDED (MADRU) AND PASSED UNANIMOUSLY TO APPROVE THE TAX REFUNDS IN THE AMOUNT OF \$6,686.74 AS RECOMMENDED BY THE TAX & REVENUE COLLECTOR AND AS SPECIFIED IN THE REFUNDS/ABATEMENTS STATEMENT DATED NOVEMBER 2023 [ATTACHED].

B. Contract Award: Police Accountability Consulting Services

Officer Bridge shared that this would set the Town up for success in the future. Mr. Stavens commented that it was a good deal, and it was confirmed that the other towns involved have already signed contracts.

MOVED (TURNER), SECONDED (STAVENS) AND PASSED UNANIMOUSLY TO ADOPT THE FOLLOWING RESOLUTION:

BE IT RESOLVED THAT FIRST SELECTMAN LORI SPIELMAN IS AUTHORIZED TO EXECUTE A CONTRACT ON BEHALF OF THE TOWN OF ELLINGTON WITH BADGE SIX LLC FOR POLICE ACCREDITATION CONSULTING SERVICES FOR THE PERIOD COMMENCING NOVEMBER 14, 2023, UNTIL SUCH TIME AS TIER 3 ACCREDITATION IS SUCCESSFULLY COMPLETED AS OUTLINED WITHIN SUCH CONTRACT.

C. Authorizations to Fill Full-Time Positions

1. Maintainer I

MOVED (TURNER), SECONDED (STOMBERG) AND PASSED UNANIMOUSLY TO AUTHORIZE THE FIRST SELECTMAN TO FILL THE FULL-TIME MAINTAINER I POSITION WITHIN THE DEPARTMENT OF PUBLIC WORKS, AS RECOMMENDED BY THE DIRECTOR OF PUBLIC WORKS/WPCA ADMINISTRATOR.

2. Children's Librarian

MOVED (TURNER), SECONDED (STAVENS) AND PASSED UNANIMOUSLY TO AUTHORIZE THE FIRST SELECTMAN TO FILL THE FULL-TIME CHILDREN'S LIBRARIAN POSITION AT HALL MEMORIAL LIBRARY, PENDING HALL MEMORIAL LIBRARY BOARD OF TRUSTEES AUTHORIZATION TO FILL THIS POSITION.

3. Reference Librarian/Program Coordinator

MOVED (TURNER), SECONDED (FERRY) AND PASSED UNANIMOUSLY TO AUTHORIZE THE FIRST SELECTMAN TO FILL THE FULL-TIME REFERENCE LIBRARIAN/PROGRAM COORDINATOR POSITION AT HALL MEMORIAL LIBRARY, PENDING HALL MEMORIAL LIBRARY BOARD OF TRUSTEES AUTHORIZATION TO FILL THIS POSITION.

D. Tax Abatement Request: Ellington Racquet Club

First Selectman Spielman commented that she is supportive of helping new businesses in town. Ms. Ferry asked for consideration of giving Ellington residents preferential access to courts. Tracy French shared that members will have decreased fees for court usage, while non-members will have an additional fee added to clinic and court price; members will take priority. Discussion was held on future collaborative efforts in partnership with the schools and the Recreation Department. Mr. Turner confirmed that the facility will meet all requisite building and fire codes.

MOVED (TURNER), SECONDED (STAVENS) AND PASSED UNANIMOUSLY TO GRANT, PENDING TOWN MEETING APPROVAL, AN ABATEMENT OF TAXES, AS REQUESTED BY TRACY FRENCH/ELLINGTON RACQUET CLUB, LOWER BUTCHER ROAD, FOR A PERIOD OF NO MORE THAN SEVEN (7) YEARS: 85% THE FIRST AND SECOND YEARS, 75% THE THIRD YEAR, 65% THE FOURTH YEAR, 55% THE FIFTH YEAR, AND 45% THE SIXTH AND SEVENTH YEAR, AS RECOMMENDED BY THE ECONOMIC DEVELOPMENT COMMISSION AND IN ACCORDANCE WITH THE ECONOMIC DEVELOPMENT COMMISSION TAX ABATEMENT PROGRAM, PENDING A FULLY EXECUTED TAX ABATEMENT AGREEMENT. SAID TAX ABATEMENT WILL APPLY TO THE OCTOBER 1ST TAX LIST IMMEDIATELY FOLLOWING ISSUANCE OF CERTIFICATE OF OCCUPANCY.

E. Contract Renewal: Electrical Services

MOVED (TURNER), SECONDED (STAVENS) AND PASSED UNANIMOUSLY TO AUTHORIZE THE FINANCE OFFICER/TREASURER TO RENEW THE ELECTRICAL SERVICES CONTRACT WITH ELLINGTON ELECTRICAL CONTRACTOR, LLC UPON EXISTING TERMS FOR A ONE-YEAR EXTENSION FOR THE PERIOD OF JULY 1, 2024 THROUGH JUNE 30, 2025. THE INCREASE IN PRICING AS SET FORTH IN ARTICLE 4 PARAGRAPH B WITHIN SAID CONTRACT DATED JULY 2021 WILL BE 15.5 PERCENT, AS CONSISTENT WITH THE CONSUMER PRICE INDEX (SERIES ID CURX100SA0) INCREASE FROM SEPTEMBER 2020 THROUGH SEPTEMBER 2023.

F. Waiver of Bid: ARPA – Upgrade Town Security Cameras

Aaron Fliss commented that he is looking forward to this upgrade, as it is needed. First Selectman Spielman agreed that the current camera setup is not adequate. Mr. Stavens asked if there had been any other options on the state bid list. Mr. Fliss responded that a couple of contractors had been approached and this one came back with a good proposal; he has had a positive experience with this contractor on the school operations side of things.

MOVED (TURNER), SECONDED (MADRU) AND PASSED UNANIMOUSLY TO WAIVE THE FORMAL BIDDING PROCESS AND UTILIZE THE MASSACHUSETTS HIGHER EDUCATION COUNCIL CONTRACT AWARD NUMBER MC14-E05 TO PROCURE MATERIALS FROM VULCAN SECURITY TECHNOLOGIES, INC. FOR THE UPGRADE OF THE TOWN SECURITY CAMERAS. WAIVING THE BID PROCESS IS DUE TO SIGNIFICANT COST SAVINGS FOR THE TOWN, TIMELINESS OF THE CAPITAL NEEDS, AS WELL AS THE MHEC CONTRACT ADHERING TO ALL APPLICABLE PROCUREMENT STANDARDS SET FORTH UNDER UNIFORM GUIDANCE.

G. Disposal of Vehicle – DPW 2002 Subaru Forester

MOVED (TURNER), SECONDED (STOMBERG) AND PASSED UNANIMOUSLY TO AUTHORIZE THE DIRECTOR OF PUBLIC WORKS TO SEND THE DPW 2002 SUBARU FORESTER TO AUCTION.

H. Set December Town Meeting Details – Continued from October 2, 2023

Mr. Madru expressed his disappointment that no one was present to provide an update at this meeting, especially given that the Ad Hoc Committee for the Preservation of the Pinney House has been given additional time to work on this item. First Selectman Spielman stated that the members have not presented a viable plan for the purpose of these preservation efforts. Mr. Turner further reiterated that the Committee seems to be focused on what restoration experts have said and what needs to be done to restore the building, but they do not have a direction to be built upon in the future; they need to develop a concept of what this will contribute to Ellington and establish longevity

for the overall project. First Selectman Spielman expressed frustration that the Committee keeps asking for taxpayer funding without doing any work to fundraise independently.

Mr. Reed shared that the reason for the wording on this motion is that if the funding for electricity is to be restored, it will require Town Meeting approval, and a delay to that process may put the structure further at risk. If the lease is terminated, the appropriation item will not be relevant and will not be addressed.

MOVED (TURNER), SECONDED (STOMBERG) AND PASSED UNANIMOUSLY TO SET A TOWN MEETING FOR DECEMBER 11, 2023 AT 6:30 PM IN THE NICHOLAS J. DICORLETO, JR. MEETING HALL, 55 MAIN STREET, AS THE CONTINUATION OF THE OCTOBER 2, 2023 TOWN MEETING, TO ALLOW CITIZENS TO DISCUSS AND VOTE UPON THE TERMINATION OF THE PINNEY HOUSE LEASE.

FURTHER, MOVE TO ADD THE FOLLOWING ITEM TO THE SPECIAL TOWN MEETING SCHEDULED FOR DECEMBER 11, 2023, PENDING THE VOTE ON THE TERMINATION OF THE LEASE. SUCH AGENDA ITEM IS TO READ: THE TOWN OF ELLINGTON HEREBY APPROPRIATES THE SUM OF \$1,500 TO ACCOUNT 1000.08.00850.20.60241 (PINNEY HOUSE ELECTRICITY) FOR FISCAL YEAR 2023-2024.

IT IS FURTHER MOVED THAT THE ADDITION OF THIS AGENDA ITEM IS CONTIGENT UPON THE APPROVAL OF SUCH APPROPRIATION BY THE BOARD OF FINANCE AT ITS REGULAR MEETING OF DECEMBER 6, 2023.

I. Appointment of Local Traffic Authority

Mr. Reed shared that while the BOS is the Local Traffic Authority (LTA), an individual may be appointed to act as the Town's liaison. The First Selectman has held that role previously, but there was a change to the statute requiring ongoing annual training which would be a lot for the First Selectman to tackle as the position transitions to part-time. Mr. Reed has experience in this area and will be in a better position to undergo training as required.

MOVED (TURNER), SECONDED (MADRU) AND PASSED UNANIMOUSLY TO ADOPT THE FOLLOWING RESOLUTION:

BE IT RESOLVED THAT THE BOARD OF SELECTMEN HEREBY APPOINTS TOWN ADMINISTRATOR MATTHEW REED AS THE LOCAL TRAFFIC AUTHORITY FOR THE TOWN OF ELLINGTON AS SUCH IS DEFINED IN CONNECTICUT GENERAL STATUTE SECTION 14-297(7).

VI. ADMINISTRATIVE REPORTS

A. Building Department

B. Emergency Services

1. Resident State Troopers' Office: First Selectman Spielman shared that Animal Control was activated today with Tolland County Mutual Aid; Animal Control Officers will now have radio contact during calls and there will be better connectivity and safety measures in place.
2. Ellington Volunteer Ambulance Corps: Mr. Turner referenced call statistics pertaining to The Ivy and Urgent Care, seeking confirmation that these calls are being invoiced and collected; Mr. Hany confirmed. Mr. Stavens asked if the Town could bill more than what insurance covers to try to offset the budgetary impact of EVAC's operating expenses. Mr. Hany shared that the state sets the rate for allowable charges; letters are sent by a billing

DRAFT

AGREEMENT REGARDING REAL PROPERTY TAX ABATEMENT
ELLINGTON RACQUET RACQUET CLUB, LLC AND TRACY FRENCH

THIS AGREEMENT, is by and between the **TOWN OF ELLINGTON**, a municipal corporation having its corporate limits located within the County of Tolland and State of Connecticut (the "Town") and **ELLINGTON RACQUET CLUB, LLC**, a Connecticut limited liability company having its principal place of business at 8 Setting Sun Trail, Ellington, CT 06029, and **TRACY FRENCH**, of 19 Grand Blvd, Ellington, Connecticut 06029 (Ellington Racquet Club and Tracy French are hereinafter collectively referred to as the "Racquet Club"). (The Town and the Racquet Club are sometimes referred to collectively as the "Parties" and each individually as a "Party.")

WHEREAS, the Ellington Economic Development Commission ("EDC") and the Board of Selectmen have approved a policy of tax incentives for certain targeted growth and development in Ellington (the "Abatement Policy"); and

WHEREAS, the Racquet Club owns or will own a certain piece or parcel of land known as 55 Lower Butcher Road, being approximately 4.6 acres of the 14.6 acres presently known as Assessor's Parcel 018-020-0001 on Lower Butcher Road, Ellington, CT, (the "Property") that is to be improved with the construction of a 44,880 square foot building, together with associated site improvements, to serve as an indoor tennis and pickleball facility, at a cost of not less than THREE MILLION TWO HUNDRED SIXTY SEVEN THOUSAND AND 00/100 DOLLARS (\$3,267,000.00), (the "Improvements"); and

WHEREAS, the Racquet Club intends to hire two (2) full time employees, 3 part time employees and three to five (3-5) independent contractors in connection with operation of the facility; and

WHEREAS, the Town finds that the Racquet Club is an "Eligible Business" as defined in the Abatement Policy; and

WHEREAS, the Town, acting by and through its duly authorized Tax Assessor (the "Assessor"), will assess and value the Property including the Improvements on the Grand List of October 1, next after the issuance of a Certificate of Occupancy for the Improvements; and

WHEREAS, the Racquet Club has agreed to actively operate its facility at the Property continuously for a period of not less than ten (10) years from the date it receives a Certificate of Occupancy ("C.O.") for the Improvements; and

WHEREAS, the Town, in order to induce the Racquet Club to build the Improvements in Ellington and add real and personal property to its tax base in Ellington and to actively operate its facility at the Property for not less than ten (10) years and to create the new jobs, is willing to provide tax relief to the Racquet Club pursuant to Chapter 203 of the Connecticut General Statutes and the Abatement Policy.

DRAFT

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties herein contained, the Parties agree as follows:

1. The Racquet Club agrees to acquire the Property and to construct the Improvements thereon beginning in January 2024 (weather permitting) in accordance with the site plans and construction cost estimates provided to the EDC and as permitted by Ellington Planning and Zoning Commission, demonstrating an estimated cost to construct the Improvements in excess of THREE MILLION TWO HUNDRED SIXTY SEVEN THOUSAND AND 00/100 DOLLARS (\$3,267,000.00), and to add additional equipment, personal property and/or vehicles in connection with the use of its facility.
2. The Racquet Club agrees to hire at least two (2) full time employees, three (3) part time employees and three to five (3-5) independent contractors to staff its facility within three (3) years from the date it receives a C.O. for the Improvements. The Racquet Club will continue to actively operate its facility in Ellington at the Property for a period of not less than ten (10) years from the date it receives a C.O. for the Improvements. The Racquet Club agrees to provide satisfactory evidence that it is in compliance with this Agreement to the EDC by March 31st of each year.
3. The Racquet Club shall maintain all other tax obligations owed by it to the Town current and in good standing during the term of the Agreement.
4. The Racquet Club shall provide to the Assessor evidence of payment as to the actual cost of the Improvements via an affidavit of an appropriate member or officer, together with receipts or other evidence of payment, which the Assessor deems satisfactory, in his sole discretion, in order to certify that the terms of this Agreement have been met. Such evidence shall be provided as soon as the costs can be reasonably determined but not later than ninety (90) days following issuance of the C.O. The costs must be directly attributable to the Improvements. In the event the costs of the Improvements do not meet or exceed THREE MILLION TWO HUNDRED SIXTY SEVEN THOUSAND AND 00/100 DOLLARS (\$3,267,000.00), as determined by the Assessor, in his sole discretion, then this Agreement shall subject to review and re-approval by the EDC and the Board of Selectmen in accordance with the Abatement Policy in effect at that time.
5. The Racquet Club will not receive any decrease in assessment or abatement of taxes on the Property on the October 1, 2023 Grand List or any tax list prior to issuance of a C.O. for the Improvements. If, on the next assessment date, the Improvements are partially complete and subject to assessment, no abatement will be granted.
6. The Assessor will assess the completed Improvements in the normal course of the requirements of that office on the tax list of October 1 next following the issuance of the C.O. for the Improvements, as well as at the next general municipal revaluation(s) in the Town of Ellington thereafter.
7. By authority of the Special Town Meeting held on December 11, 2023 approving the recommendations of the EDC and the Board of Selectmen, the Assessor is directed to reduce

any increase in the assessment of the Property attributable to the Improvements on the Grand List next following the issuance of the C.O. for the Improvements and for the six (6) following Grand Lists thereafter, for a total period of seven (7) years, in accordance with the following schedule:

(a) the reduction/abatement shall be equal to eighty-five percent (85%) of the increase in the assessment attributable to the Improvements for the first two (2) Grand List years;

(b) the reduction/abatement shall be equal to seventy-five percent (75%) of the increase in the assessment attributable to the Improvements for the third Grand List year;

(c) the reduction/abatement shall be equal to sixty-five percent (65%) of the increase in the assessment attributable to the Improvements for the fourth Grand List year;

(d) the reduction/abatement shall be equal to fifty-five percent (55%) of the increase in the assessment attributable to the Improvements for the fifth Grand List year; and

(e) the reduction/abatement shall be equal to forty-five percent (45%) of the increase in the assessment attributable to the Improvements for the sixth and seventh Grand List years.

8. The Parties acknowledge and agree that the aforementioned reduction/abatement shall only apply to the increase in assessment attributable to the Improvements and shall not be applicable to any assessment of equipment, personal property and/or vehicles owned or used by the Racquet Club.

9.a. In the event the Racquet Club defaults in any of its obligations contained herein, and fails to cure such default within six (6) months following the postmark date of written notice from the Town to it of the default, all subsequent tax abatements shall terminate and the Racquet Club shall reimburse the Town on a pro rata basis, as hereafter defined, for all tax relief provided to the Racquet Club hereunder.

b. Said pro rata basis shall mean that if the default occurs during the first year immediately following the abatement of taxes hereunder, then the reimbursement shall be in the full amount of the tax benefit received; during the second year, the reimbursement shall be 90% of the tax benefit received to date; during the third year, the reimbursement shall be 80% of the tax benefit received to date; during the fourth year, the reimbursement shall be 70% of the tax benefit received to date; during the fifth year, the reimbursement shall be 60% of the tax benefit received to date; during the sixth year, the reimbursement shall be 50% of the tax benefit received to date; during the seventh year, the reimbursement shall be 40% of the tax benefit received to date; during the eighth year, the reimbursement shall be 30% of the tax benefit received to date; during the ninth year, the reimbursement shall be 20% of the tax benefit received to date; and during the tenth year, the reimbursement shall be 10% of the tax benefit received to date.

c. In the event the default is due to a sale or transfer of the Property, reimbursement to the Town shall be due on or before the recording of the deed transferring title to the Property. In the event the default is due to any other breach of the Racquet Club's obligations hereunder,

including but not limited to the failure of the Racquet Club to remain operational for the term required herein and/or maintain the level of employment required herein, reimbursement to the Town shall be due within sixty (60) days of demand.

10. In the event that the Town is required to resort to legal action to collect on the reimbursement of any such tax relief granted to the Racquet Club hereunder, then, in addition to the amount due from the Racquet Club, there shall be added interest at the rate of eighteen percent (18%) per annum accruing from six (6) months following said postmark date of said notice of default, and there shall further be added all costs of collection, including reasonable attorney's fees. The Town will also be under no obligation to grant further tax relief.

11. All notices are to be sent to the Racquet Club by the Town via certified mail return receipt requested (the refusal of the Racquet Club to accept such delivery shall constitute delivery) addressed to the Racquet Club at the address listed herein. If the Racquet Club desires to change the mailing address, it must give such change to the Assessor in writing.

12. No amendment, modification, termination or waiver of any provision of this Agreement shall be effective unless it shall be set forth in a writing duly executed by the Parties, and then only to the extent specifically set forth therein.

13. This Agreement and any amendment hereof may be executed in any number of counterparts and by each Party on a separate counterpart, each of which, when so executed and delivered, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. In producing this Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is sought.

14. This Agreement embodies the entire agreement and understanding among the Parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings between the Parties relating to the subject matter hereof and thereof. If there is a conflict between the terms, conditions, representations, warranties and covenants contained in this Agreement and any other documents, then the provisions in this Agreement shall control.

15. This Agreement shall be effective as of the date it has been signed by all Parties hereto.

APPROVED, by the Board of Selectmen on November 13, 2023, and by Special Town Meeting on December 11, 2023, as required by Connecticut General Statutes Section 12-656.

TOWN OF ELLINGTON

ELLINGTON RACQUET CLUB, LLC

By _____

Lori L. Spielman

Its First Selectman

Duly Authorized

By _____

Its Member

Duly Authorized

Date: _____

Date: _____

TRACY FRENCH

Date: _____