

**NOTICE OF SPECIAL TOWN MEETING  
TOWN OF NORTH HAVEN  
FEBRUARY 27, 2023**

A special town meeting of the electors and citizens qualified to vote in town meetings of the Town of North Haven, Connecticut, will be held on Monday, February 27, 2023 at 6:00 P.M., in the upstairs conference room of the North Haven Memorial Town Hall, 18 Church Street, North Haven, Connecticut, for the following purpose:

- a. To consider and act upon a resolution by the Board of Selectmen recommending to the Town Meeting the approval for the construction of a new bandstand on the North Haven Town Green at 19 Church Street.
- b. To consider and act upon a resolution by the Board of Selectmen recommending to the Town Meeting the approval of a proposed Tax Agreement between the Town of North Haven and North Haven Solar One, LLC relative to the development of an electric generating facility on land located at 122 Mill Road, North Haven.

Dated at North Haven, Connecticut, this 2nd day of February, 2023.

BOARD OF SELECTMEN

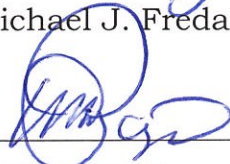
RECEIVED AND FILED  
TOWN CLERK'S OFFICE  
NORTH HAVEN, CT

FEB 06 2023

  
TOWN CLERK

  
\_\_\_\_\_

Michael J. Freda

  
\_\_\_\_\_

William J. Pieper

  
\_\_\_\_\_

Sally J. Buemi

Special Town Meeting

February 27, 2023

**RESOLUTIONS**

- a) RESOLVED: That in accordance with the recommendation of the Board of Selectmen, the Town does hereby approve the construction of a new bandstand on the North Haven Town Green at 19 Church Street.
  
- b) RESOLVED: That in accordance with the recommendation of the Board of Selectmen, the Town does hereby approve a proposed Tax Agreement between the Town of North Haven and North Haven Solar One, LLC relative to the development of an electric generating facility on land located at 122 Mill Road, North Haven.

## TAX AGREEMENT

This Tax Agreement (the “**Agreement**”) is made and entered into as of \_\_\_\_\_, 20\_\_ (the “**Effective Date**”) by and between the **Town of North Haven**, a municipal corporation in the State of Connecticut (the “**Town**”) and North Haven Solar One, LLC, a limited liability company organized and existing under the laws of the State of Connecticut (the “**Company**”). The Town and the Company are collectively referred to in this Agreement as the “**Parties**” and are individually referred to as a “**Party**”.

### WITNESSETH

**WHEREAS**, the Company has a [*ground lease/lease agreement*] for land located at **122 Mill Rd**, as more particularly bound and described in **Schedule A** attached hereto and made a part hereof (the “**Property**”) and intends to build and operate a solar photovoltaic facility on approximately **nine** (9.0) acres, including all maintenance, repairs and replacements (the “**Project**”) on the Property; and

**WHEREAS**, the Property is [*insert description of property*] in the Town; and

**WHEREAS**, Company has agreed to develop the Property and to fund such improvements at an approximate total cost of one million and seven hundred and fifty five thousand Dollars (\$1,755,000); and

**WHEREAS**, Company will be constructing structures and other improvements on said Property, which would otherwise be subject to real and personal property taxes; and

**WHEREAS**, Company has requested a fixed tax agreement for the Property and the Project and Connecticut General Statutes Section 32-71a authorizes the Town to enter into this Agreement with respect to the Property and the Project; and

**WHEREAS**, the Parties have used their best efforts to determine the projected tax liability of the Property and the Project during the term of this Agreement, as the same may be extended, and to allocate payments of such liability during the term of this Agreement in a manner consistent with the requirements of Section 32-71a, as further set forth on **Exhibit A** attached and made a part hereof.

**WHEREAS**, the First Selectman and Town Assessor have determined that the taxes fixed in this Agreement represent a reasonable approximation of the projected tax liability of the Property and the Project.

**WHEREAS**, each of the Parties desire certainty and stability in the amount of taxes that will be payable with respect to the Project and the Property by the Company and collected by the Town, in order (i) for the Company to facilitate financing of the Project and projecting revenues and expenses and to compete more effectively in the electric generation market, and (ii) for the Town to stabilize tax revenues and facilitate long-range planning; and

**WHEREAS**, Company has emphasized its willingness and proven its capability to undertake the Project, conditioned upon the execution of an appropriately structured tax stabilization agreement with the Town; and

**WHEREAS**, on \_\_\_\_\_, 20\_\_, the Town Meeting adopted a Resolution that authorizes the First Selectman to negotiate and execute on behalf of the Town this Agreement for payments in lieu of all real and personal property taxes ("**Taxes**") commencing with the \_\_\_\_\_, 20\_\_ payment and thereafter for a period of \_\_\_\_ ( ) years; and

**WHEREAS**, the scheduled Tax Stabilization Payments (as hereinafter defined) shall, at all times during and following the respective assessment year, constitute a valid and legally binding lien on the Property, with full priority in accordance with applicable Connecticut law as set forth in Connecticut General Statutes Section 12-172.

**NOW, THEREFORE**, the Town and Company agree as follows:

1. Company and the Town hereby enter into this Agreement for the Property as provided herein at an annual rate of **8,641 Dollars (\$8,641)** for **20** years, as more fully set forth on **Exhibit A** attached hereto; said payments ("**Tax Stabilization Payments**") during the term of this Agreement being in lieu of all otherwise applicable real estate and personal property taxes.

2. The Tax Stabilization Payments stipulated under this Agreement shall be applicable only as defined herein and shall be due and payable in installments consistent with the schedule for Tax Stabilization Payments and all obligations hereunder shall enjoy all the same rights and privileges, including lien priority, as set forth in Connecticut General Statutes, Section 12-172. It is a condition of this Agreement that all regularly assessed real estate taxes which become due between the date hereon and the commencement of the Tax Stabilization Payments or thereafter, shall be timely paid. Upon commencement of this Agreement and the Tax Stabilization Payments hereunder, if any Tax Stabilization Payment not paid within the time required by law, said outstanding payment shall bear interest at the statutory rate, currently eighteen percent (18%) per annum. The Town shall have the right to terminate this Agreement upon written notice to Company, sent by certified mail, return receipt requested, deposited in a repository of the United States Postal Service, upon any of the following: (a) any Tax Stabilization Payment is in arrears and is not cured with full interest paid within three hundred sixty-five (365) days of the date initially due; or (b) three (3) or more Tax Stabilization Payments have been in arrears in excess of ninety (90) days. Termination of this Agreement shall not invalidate, increase, or otherwise impact previous tax payments made by Company for the period such payments were made, being a fiscal year period beginning July 1 of a year through June 30 of the following year in accordance with this Agreement while in effect.

3. Any forbearance or delay by the Town in enforcing this Agreement or in exercising any right or remedy hereunder or in law or in equity shall not be a waiver of nor shall it preclude the Town's exercise of any such right or pursuit of said remedy.

4. Company agrees to invest approximately four hundred and eleven thousand Dollars (\$411,000) in development and site rehabilitation costs to renovate the Property.

5. Company agrees to expeditiously commence and complete all development work contemplated at the Property. If a lender acquires title to the Property, the lender may substitute a successor who is willing and capable of continuing the Project. Such successor may elect to continue this Agreement providing that all arrearages in any real estate taxes then due and owing by Company, together with any and all past due Tax Stabilization Payments owed, if any, shall be paid in full, including interest thereon.

6. If Company shall breach or default in the performance of any of its covenants set forth herein and such breach or default continues beyond any stated cure period, then the remedies available to the Town in respect of such breach, subject only to the limitations set forth below, shall include: (i) terminating this Agreement and thereby reinstating prospectively against the Property the full Taxes in the amount applicable and calculable in the ordinary course as if no Agreement was in effect for such prospective period of time; (ii) foreclosing on the Property to realize on any Tax Stabilization Payments and/or Taxes due; and (iii) collecting all sums due and owing by Company.

7. This Agreement shall be binding upon the Town and Company, and shall be recorded on the Town Land Records.

8. This Agreement may only be modified or amended by a written agreement, duly executed by all Parties hereto.

9. All notices shall be in writing and sent by certified mail, return receipt requested, postage prepaid, deposited in a repository of the United States Postal Service addressed to the receiving Party at its address specified herein.

All notices to the Town: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*with a copy to:* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All notices to Company: North Haven Solar One, LLC

Attn: Legal Department  
124 LaSalle Road, 2<sup>nd</sup> Floor  
West Hartford, CT 06107

*with a copy to:* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. Tax Stabilization Payments shall be made to the [*Tax Collector, Memorial Town Hall, 18 Church St, North Haven, CT 06473 P.O. Box \_\_\_\_\_, \_\_\_\_\_*, *Attn: Tax Collector*], submitted with a notation to the Tax Collector that said payment is being made in accordance with the "Company Solar Tax Stabilization Agreement". Company will receive regular tax bills and is required with its Tax Stabilization Payments to reference this Agreement. COMPANY WILL CONTINUE TO RECEIVE REAL ESTATE TAX BILLS FROM THE TOWN IN THE ORDINARY COURSE BASED UPON THE PROPERTY'S ASSESSED VALUE. COMPANY, IN ORDER TO EXERCISE THE RIGHTS AND PRIVILEGES SET FORTH HEREIN, MUST TIMELY RETURN THE RESPECTIVE TAX STABILIZATION PAYMENT, IN FULL, AND THEREWITH, IN WRITING, NOTIFY THE TOWN'S REVENUE COLLECTOR OF THIS TAX STABILIZATION AGREEMENT. FAILURE TO SO NOTIFY THE TOWN'S TAX COLLECTOR, OR TO TENDER THE TAX STABILIZATION PAYMENT BY NO LATER THAN THE DATE DUE, MAY RESULT IN THE FORFEITURE OF THE RIGHTS AND/OR PRIVILEGES SET FORTH HEREIN AND THE TOTAL REAL PROPERTY TAX AS BASED ON THE ASSESSED VALUE FOR SAID YEAR AND GOING FORWARD SHALL BE DUE THE TOWN, ENTITLED TO ALL RIGHTS, PRIORITIES AND PRIVILEGES OF MUNICIPAL TAXES FOR THAT RESPECTIVE TAX YEAR.

11. In the event that any law, statute, rule, regulation, ordinance, order, decision or other similar decree by a governmental authority is passed or instituted subsequent to the Effective Date that would otherwise provide for a fixed property tax assessment for the Taxes on the Project ("**Tax Law Change**"), and such Tax Law Change would result in a different tax assessment on the Project than that set by this Agreement, the Parties hereby agree that the Project will be assessed on a going-forward basis for the remainder of the term of the Agreement at a rate equal to the lower of the rate set by this Agreement and the rate that is set by the Tax Law Change.

12. This Agreement shall be governed by and construed according to the laws of the State of Connecticut without reference to the principles thereof respecting conflicts of laws. The Parties agree to the exclusive jurisdiction of the state and/or federal courts of the State of Connecticut.

13. This Agreement contains the entire agreement of the Parties hereto with respect to the subject matter hereof, and any prior or contemporaneous oral or written agreements are hereby merged herein. This Agreement shall inure to the benefit of each Party's successors or assigns.

14. This Agreement may only be amended by a writing signed by all of the Parties hereto.

15. Company may a) grant a security interest in its rights under this Agreement to a lender or b) assign the Agreement to a subsequent purchaser, transferee or acquirer of the Property and the Project, without the consent of the Town.

16. Company and its successors and assigns shall not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, sexual orientation, mental retardation or physical disability, in the sale, lease, rental, use or occupancy of the Property or any improvements to be erected thereon, or in its employment or contracting practices, shall not effect or execute any

agreement, lease, conveyance, or other instrument having a discriminatory intention or effect, and shall comply with all federal, state and local laws, in effect from time to time, prohibiting discrimination. Company shall not sell, lease or otherwise convey any interest in, or permit use or occupancy of, the Property unless the transferee agrees to be bound to the obligations contained in this paragraph.

17. Except as otherwise expressly set forth herein to the contrary, Company and the Town shall not be in default of their respective obligations hereunder if either Party hereunder is prevented from performing any of its obligations hereunder due to any accident, breakage, strike, shortage of materials, acts of God or other causes beyond said Party's reasonable control; provided, however, it is understood and agreed that financial inability to perform is not a reason beyond a Party's reasonable control.

*[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW]*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

In presence of: \_\_\_\_\_  
\_\_\_\_\_

**TOWN OF \_\_\_\_\_**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Duly Authorized

In presence of: \_\_\_\_\_  
\_\_\_\_\_

**North Haven Solar One, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Duly Authorized



STATE OF CONNECTICUT )  
 ) ss. \_\_\_\_\_, 20\_\_  
COUNTY OF \_\_\_\_\_ )

Personally appeared \_\_\_\_\_, \_\_\_\_\_ of the Town of \_\_\_\_\_, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed in such capacity and the free act and deed of the Town of \_\_\_\_\_ before me.

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public  
My commission expires on:

STATE OF CONNECTICUT )  
 ) ss. \_\_\_\_\_, 20\_\_  
COUNTY OF \_\_\_\_\_ )

Personally appeared \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed in such capacity and the free act and deed of \_\_\_\_\_, before me.

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public  
My commission expires on:

**EXHIBIT A**

**SCHEDULE OF TAX STABILIZATION PAYMENTS**

**Due January 1, 2024 = regularly assessed taxes**

	<b><u>Tax Stabilization Payments</u></b>		<b><u>Tax Stabilization Payments</u></b>
Due: January 1, 2024	\$8,641.00	Due: July 1, 2024	\$8,641.00
Due: January 1, 2025	\$8,641.00	Due: July 1, 2025	\$8,641.00
Due: January 1, 2026	\$8,641.00	Due: July 1, 2026	\$8,641.00
Due: January 1, 2027	\$8,641.00	Due: July 1, 2027	\$8,641.00
Due: January 1, 2028	\$8,641.00	Due: July 1, 2028	\$8,641.00
Due: January 1, 2029	\$8,641.00	Due: July 1, 2029	\$8,641.00
Due: January 1, 2030	\$8,641.00	Due: July 1, 2030	\$8,641.00
Due: January 1, 2031	\$8,641.00	Due: July 1, 2031	\$8,641.00
Due: January 1, 2032	\$8,641.00	Due: July 1, 2032	\$8,641.00
Due: January 1, 2033	\$8,641.00	Due: July 1, 2033	\$8,641.00
Due: January 1, 2034	\$8,641.00	Due: July 1, 2034	\$8,641.00
Due: January 1, 2035	\$8,641.00	Due: July 1, 2035	\$8,641.00
Due: January 1, 2036	\$8,641.00	Due: July 1, 2036	\$8,641.00
Due: January 1, 2037	\$8,641.00	Due: July 1, 2037	\$8,641.00
Due: January 1, 2038	\$8,641.00	Due: July 1, 2038	\$8,641.00
Due: January 1, 2039	\$8,641.00	Due: July 1, 2039	\$8,641.00
Due: January 1, 2040	\$8,641.00	Due: July 1, 2040	\$8,641.00
Due: January 1, 2041	\$8,641.00	Due: July 1, 2041	\$8,641.00
Due: January 1, 2042	\$8,641.00	Due: July 1, 2042	\$8,641.00
Due: January 1, 2043	\$8,641.00	Due: July 1, 2043	\$8,641.00

ABSENT EARLIER TERMINATION, FULL PAYMENT OF ALL REGULARLY ASSESSED REAL AND PERSONAL PROPERTY TAXES BECOME DUE AND OWING COMMENCING ON January 1, 2024.

## SCHEDULE A

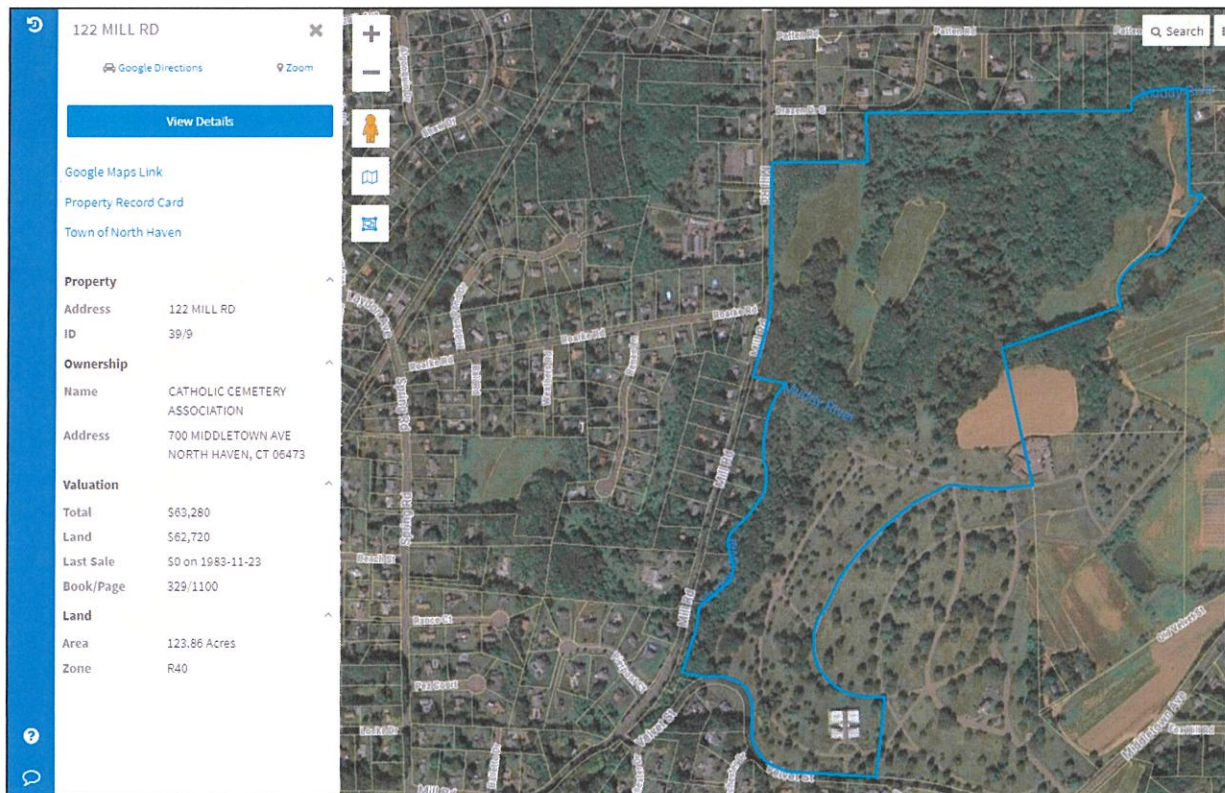
### LEGAL DESCRIPTION

Those certain areas of that certain parcel MBLU 039-009 (PID 1669), as more accurately described below, which contain the proposed solar project and accompanying equipment and access for ingress and egress.

**A running description of the final leased premises will be substituted upon the Tenant's engineer's performance of a site survey.**

#### **The Parcel:**

Address	Parcel #	Size
122 Mill Road, North Haven, CT 06473	MBLU 039-009, PID 1669	+/- 123.86 acres



**The Proposed Solar Project:**

