

**TAX INCREMENT FINANCING AGREEMENT BETWEEN
TOWN OF STURBRIDGE &
NEW ENGLAND COLD STORAGE, LLC**

This agreement is made this 24th day of June 2020 by and between the Town of Sturbridge, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts, having a principal place of business at Town Hall, 308 Main Street, Sturbridge, MA 01566, acting through its Board of Selectmen (hereinafter called "TOWN"), and New England Cold Storage, LLC (hereinafter called "COMPANY") a corporation with a principle place of business at 6 Picker Road, Sturbridge, MA 01566. This agreement will take place effective July 1, 2020

WHEREAS, the COMPANY intends to construct a 3.15 million cubic foot or greater cold storage facility including office space and mechanical rooms at 6 Picker Road, and to obtain certain tax incentives from the TOWN for said facility. Size of the facility to be limited by the Town of Sturbridge Zoning Bylaw and as approved by the Sturbridge Planning and Zoning Board; and

WHEREAS, the TOWN is willing to grant property tax incentives in return for a guarantee of capital investment at the facility and increased employment opportunities for area workers;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties do mutually agree as follows:

A. COMPANY OBLIGATIONS

1. The COMPANY shall construct a 3.15 million cubic foot or greater cold storage facility including office space and mechanical rooms at 6 Picker Road, Sturbridge. Size of the facility to be limited by the Sturbridge Zoning Bylaw and as approved by the Sturbridge Planning and Zoning Board.
2. As a result of the construction in Sturbridge, the COMPANY shall create at least eighteen full (18) full time positions at the facility. The COMPANY shall agree to operate a business and maintain the level of jobs described as long as the Tax Increment Financing Agreement is in effect.

The COMPANY shall commit to a policy of employing residents of the South Central Economic Target Area, with a preference towards hiring qualified Sturbridge residents for any employment opportunity that become available at the facility.

3. The COMPANY shall tie the warehouse at 6 Picker Road to the TOWN's sewer infrastructure.

34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69

- 4. If the COMPANY decides to sell the facility or the business to a company unrelated to New England Cold Storage, LLC. or to otherwise transfer control of the facility or business and/or its operators, COMPANY shall give the TOWN at least six (6) months' notice of said sale or transfer. Said notice shall be sent by certified mail to: Town Administrator, Town Hall, 308 Main Street, Sturbridge, MA 01566

- 5. The COMPANY shall, upon written request, provide the TOWN with an annual report in the month of July for the period ending June 30 for each year the agreement is active. Said report shall contain the following information:
 - i. A narrative detailing the impact of the agreement on the COMPANY over the previous year.

 - ii. Employment levels at the facility at the beginning and end of the year.

 - iii. Total Economic Target Area residents employed at the facility at the beginning and end of said year, and specific number of Sturbridge residents employed.

 - iv. The COMPANY's financial contribution to the TOWN, including property taxes, motor vehicle excise taxes, water and sewer fees, etc. for the fiscal year.

 - v. A description of any new private investment made for the benefit of the community during the year.

B. TOWN OBLIGATIONS

- 1. The TOWN shall grant a tax increment financing exemption to the COMPANY in accordance with Massachusetts General Laws, Chapter 23a, §3; Chapter 40, §59; and Chapter 59, §5 for the land at 6 Picker Road, Sturbridge, MA 01566. The exemption shall be granted and shall apply to the incremental value of the new improvements constructed on the property over the base value of the vacant land. The base year for determining assessed value of the property shall be the fiscal year in which the conditional Certificate of Occupancy is issued by the TOWN. The exemption shall be valid for a period of 10 years.

70 2. The following exemption schedule and percentages shall apply towards the assessed
71 value, as determined by the Sturbridge Board of Assessors, for the value of the new
72 construction of a warehouse building:

<u>Year</u>	<u>Exemption Percentage</u>
Year 1	100 percent of increment
Year 2	90 percent of increment
Year 3	80 percent of increment
Year 4	70 percent of increment
Year 5	60 percent of increment
Year 6	50 percent of increment
Year 7	40 percent of increment
Year 8	30 percent of increment
Year 9	20 percent of increment
Year 10	10 percent of increment

73
74 3. The Board of Selectmen shall bring forth this agreement for consideration at the Annual
75 Town Meeting scheduled for 29 June, 2020, and will assume responsibility for public
76 education efforts necessary to secure its approval. This agreement shall not be binding
77 without Town Meeting approval, unless otherwise authorized.

78
79 4. The TOWN reserves the right to seek decertification of the project, should the COMPANY
80 not attain or sustain eighty (80) percent of the investment as stated in the Project
81 Certification Application during the exemption period, notwithstanding external adverse
82 economic conditions beyond the COMPANY's control, or for an act of God.

83
84 C. Additional Provisions

85 1. Pursuant to 760 CMR 22.05, this agreement shall be binding upon subsequent owners of
86 the property.

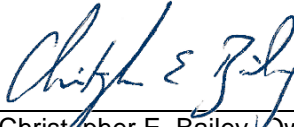
87
88 2. Upon failure of the COMPANY to fulfill all material obligations of Section A under this
89 Agreement, the TOWN reserves the right to apply to the Economic Assistance
90 Coordinating Council for decertification of the project.

91 Executed this _____ day of _____, 2020

TOWN OF STURBRIDGE

NEW ENGLAND COLD STORAGE, LLC.

Mary Blanchard, Chair



Christopher E. Bailey, Owner

Mary Dowling, Vice-Chair

Michael Suprenant, Clerk

Ian Dunnigan, Member

Chase Kaitbenski, Member

Attest:

Lynne Girouard
Sturbridge Town Clerk

92