

A TRUE COPY ATTEST

SPECIAL TOWN MEETING


TOWN CLERK

AUGUST 11, 2004

The Special Town Meeting was called to order by Phillip Warren, Moderator at 7:05 PM at the High School Auditorium. He then led the Pledge of Allegiance to the Flag.

Motion was made by Robert Kimball, Chairman of the Board of Selectmen, and seconded to allow people representing General Motors and Flatly Company to speak at Town Meeting as non-residents. Motion was declared voted by the Moderator.

ARTICLE 1: Motion was made by Jacqueline Desrochers, Chairperson of the Finance Committee that the Town vote to confirm the Board of Selectmen's selection of the area described in Article 1 of the Special Town Meeting Warrant as an Economic Opportunity Area (the Norton Commerce Center Economic Opportunity Area), to authorize the Board of Selectmen to submit an Economic Opportunity Area application to the Massachusetts Economic Assistance Coordinating Council, and to take such other actions as may be necessary to obtain approval of the Economic Opportunity Area encompassing approximately 56 acres of land at South Washington Street and Commerce Way, commonly referred to as the Norton Commerce Center property, and more particularly described as follows: (moved at Town Meeting "as described in Article 1 of the Special Town Meeting Warrant" – reading of entire description was waived.)

Further moved that the Town of Norton authorize the creation of the Norton Commerce Center Economic Opportunity Area for a period of twenty (20) years, pursuant to 402 CMR 2.00 which regulates the Massachusetts Economic Incentive Program.

That certain parcel of land located at the southwesterly intersection of South Washington Street and Commerce Way in the Town of Norton, in the County of Bristol and the Commonwealth of Massachusetts bounded and described as follows:

Parcel 3-2-B

Beginning at a point on the westerly sideline of Commerce Way approximately one thousand eight hundred seventy six feet (1,876'±) southerly of the southerly sideline of South Washington Street; thence

N 50° 34' 54" W a distance of three hundred eighty four and ninety hundredths feet (384.90') to a point; thence

S 70° 14' 27" W a distance of one thousand one hundred fourteen and twenty seven hundredths feet (1114.27') to a point, the last (2) courses by Lot 3-2-A; thence

N 31° 25' 20" W	a distance of forty two and twelve hundredths feet (42.12') to a point; thence
N 77° 09' 29" W	a distance of four hundred seventy and twelve hundredths feet (470.12') to a point, the last (2) courses by land now or formerly The Norton Future Nominee Trust; thence
N 12° 50' 31" E	a distance of eight hundred fifty one and eighty five hundredths feet (851.85') to a point, by land now or formerly Commonwealth of Massachusetts; thence
N 39° 23' 48" E	a distance of one thousand one hundred thirty one and fifty five hundredths feet (1131.55') to a point, by lot 3-2-C; thence
S 49° 40' 20" E	a distance of three hundred ninety five and no hundredths feet (395.00') to a point; thence
S 52° 07' 08" E	a distance of four hundred two and twenty six hundredths feet (402.26') to a point, the last (2) courses by the southerly sideline of South Washington Street; thence
S 55° 35' 31" E	a distance of two hundred thirty seven and ninety eight hundredths feet (237.98') to a point; thence
S 55° 24' 12" E	a distance of sixty and ninety three hundredths feet (60.93') to a point, the last (3) courses by land now or formerly Town of Norton; thence
N 60° 39' 49" E	a distance of two hundred sixty five and ten hundredths (265.10') to a point; thence
S 01° 07' 00" W	a distance of three hundred eighty seven and sixty three hundredths feet (387.63') to a point; thence
S 52° 38' 38" E	a distance of three hundred seventy and no hundredths feet (370.00') to a point, the last (2) courses by land now or formerly The Norton Future Nominee Trust; thence
S 37° 21' 22" W	a distance of five hundred forty eight and no hundredths feet (548.00') to a point; thence
Southwesterly	and curving to the right along the arc of a curve having a radius of five hundred fifty two and fifty

eight hundredths feet (552.58'), a length of one hundred eighty one and twenty eight hundredths feet (181.28') to the point of beginning, the last (2) courses by the westerly sideline of Commerce Way.

The above-described lot contains 55.730 acres in the Town of Norton, Massachusetts.

DECLARED VOTED BY THE MODERATOR

ARTICLE 2: Motion was made by Mrs. Desrochers that the Town vote to provide a local property tax increment financing plan to promote economic development in accordance with Massachusetts General Laws, Chapter 40, Section 59, and to approve and authorize the Board of Selectmen to enter into a Tax Increment Financing Agreement with General Motors Corporation in substance as follows (moved at Town Meeting "as set forth in Article 2 of the Special Town Meeting Warrant" – reading of the entire agreement was waived) and to authorize the Board of Selectmen to take such other actions as may be necessary to obtain approval of the Tax Increment Financing Plan and Certified Project Application and to implement the Tax Increment Financing Agreement.

**TAX INCREMENT FINANCING AGREEMENT
BY AND BETWEEN
THE TOWN OF NORTON
AND
GENERAL MOTORS CORPORATION**

AGREEMENT made this _____ day of _____ 2004, by and between the Town of Norton, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts, having a principal place of business at Town Hall, 70 East Main Street, Norton, Massachusetts 02766 (hereinafter referred to as the "TOWN") and General Motors Corporation (hereinafter referred to as the "COMPANY"), a Delaware corporation with an address at 300 Renaissance Center, P. O. 300, Detroit, Michigan 48265-3000: Attention Tax Staff.

WITNESSETH

WHEREAS, the COMPANY intends to acquire certain land located off South Washington Street and Commerce Way, Norton, Massachusetts, commonly referred to as the Norton Commerce Center, which land is shown on the Town of Norton Assessor's Map 25 as Parcel Number 1 and is more particularly described in Exhibit A attached to this Agreement (the "Site");

WHEREAS, the COMPANY intends to construct and equip a 404,000 square foot automotive parts distribution center (the "Facility", the Site and the Facility being together referred to as the "Property"), starting in September of 2004 (the "Project"), provided that the COMPANY can obtain certain tax concessions from the TOWN, as authorized and permitted by the Massachusetts Economic Development Incentive Program;

WHEREAS, the Site is located within the boundaries of the Greater Taunton Economic Target Area (hereinafter referred to as "ETA"), and the Norton Commerce Center Economic Opportunity Area, which have been designated as such by the Massachusetts Economic Assistance Coordinating Council;

WHEREAS, the Project will result in approximately 140 hourly and salaried jobs, including the creation of at least one new permanent full-time job, and will result in an immediate investment by the COMPANY of approximately \$35 million;

WHEREAS, the COMPANY is seeking a Tax Increment Financing Exemption from the TOWN for the Facility, in accordance with the Massachusetts Economic Development Incentive Program, and Chapter 23A, Sections 3A through 3F, and Chapter 40, Section 59, of the Massachusetts General Laws;

WHEREAS, the current assessed valuation of the Site is \$1,761,700.00 for fiscal year 2004, which generated \$20,999.46 in property taxes for the TOWN;

WHEREAS, the TOWN strongly supports increased economic development to provide additional jobs for residents of the ETA and the TOWN, to expand commercial and industrial activity within the TOWN, and to develop a healthy economy and stronger tax base;

WHEREAS, the Project will further the economic development goals and criteria established for the ETA and the EOA;

WHEREAS, by vote of the members of Town Meeting on August 11, 2004, (the "Town Meeting Vote"), the TOWN, acting by its Board of Selectmen, was authorized to

enter into a Tax Increment Financing Agreement with the COMPANY in the form hereof;

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

1. Pursuant to the authority of the Town Meeting Vote, the TOWN, acting by and through its Board of Selectmen, hereby enters into a Tax Increment Financing Agreement (a "TIF Agreement") with the COMPANY for the Project. The land which is the subject of the TIF Agreement shall be the Norton Commerce Center Site.
2. A Tax Increment Financing Exemption (the "Exemption") is hereby granted to the COMPANY by the TOWN in accordance with Chapter 23A, Section 3E; Chapter 40, Section 59; and Chapter 59, Section 5, of the Massachusetts General Laws. The Exemption shall be for a period of twenty (20) years (the "Exemption Period"), commencing with the fiscal year 2005 (which begins July 1, 2004) and ending with fiscal year 2025 (which ends June 30, 2025), and shall provide a percentage exemption from taxation on the increased value of the Site resulting from the Facility, in accordance with the schedule listed herein and one hundred percent exemption from taxation on the value of all personal property located on the Norton Commerce Center Site, and used in connection with the Facility for such purposes:

YEAR	FISCAL YEAR	EXEMPTION PERCENTAGE
Base Year	FY04	0%
1	FY05	100%
2	FY06	70%
3	FY07	70%
4	FY08	60%
5	FY09	60%
6	FY10	60%
7	FY11	35%
8	FY12	35%
9	FY13	35%
10	FY14	30%

11	FY15	30%
12	FY16	30%
13	FY17	20%
14	FY18	20%
15	FY19	12%
16	FY20	1%
17	FY21	1%
18	FY22	1%
19	FY23	1%
20	FY 24	1%

3. The Exemption formula for the Property will be calculated as prescribed by the Massachusetts General Laws, Chapter 40, Section 59, as revised and updated, and in 760 CMR 22.00 and 402 CMR 2.00 and regulated by the Department of Revenue. The Exemption formula shall apply to the incremental difference in the assessed valuation of the Property benefited by the Exemption between the base valuation in the base year, which shall be fiscal year 2004, and the assessed valuation of the Property for the next twenty (20) years.
4. The base valuation of \$1,761,700 for FY2004 is the assessed value of the Property in the fiscal year immediately prior to the fiscal year in which the Property becomes eligible for the Exemption.
5. The base valuation shall be adjusted annually by an adjustment factor which reflects increased commercial and industrial property values within the community, as defined in the above referenced sections of the Code of Massachusetts Regulations. The increased value or "increment" created by the construction of the Facility will be the amount eligible for exemption from taxation.
6. The Exemption granted to the COMPANY by the TOWN hereby is in consideration of the COMPANY's commitment (which the COMPANY hereby affirms):
 - a. That the COMPANY will create or retain 140 hourly and salaried jobs, including the creation of at least one permanent, full-time new job as

outlined in the Certified Project Application dated April 27, 2004, submitted by the COMPANY to the TOWN in connection with the COMPANY's request for the Exemption;

- b. That the COMPANY will construct approximately 384,000 square feet of warehouse storage and processing areas and 20,000 square feet of office space in Norton, Massachusetts, for the distribution of automotive replacement parts and accessories as outlined in the Certified Project Application. The current estimate of total investment for this Project is \$35 million dollars;
- c. The TOWN understands that the COMPANY is subject to National and Local collective bargaining agreements that include requirements and procedures associated with the employment of personnel at the COMPANY facilities and that these agreements are paramount in the staffing of a facility. However, subject to compliance with the aforementioned collective bargaining agreements, to non-discrimination and equal employment requirements and policies of the COMPANY, and subject to applicable law and assuming equal qualifications, to encourage applications from residents of the ETA (which includes the Towns of Norton, Berkeley, Dighton, Raynham, and the City of Taunton), in seeking to fill job vacancies at the Facility as they come up from time to time. In order to facilitate such employment, in connection with any general advertising or hiring at the facility other than from among the COMPANY's internal work force, the COMPANY will advertise in local newspapers encouraging such residents to apply for employment with the COMPANY; and
- d. The TOWN further recognizes that because of the national scope of the COMPANY that there are national contract providers for services, equipment and supplies for its facilities. Furthermore, the TOWN also understands that the facility is being constructed by a third party who has competitively bid the project, and it is expected to include local, regional

and national contractors. Subject to the above COMPANY procurement, bidding and non-discrimination requirements, policies and qualifications and subject to applicable law and assuming equal qualifications, to use best efforts to engage qualified local and regional contractors, vendors and suppliers, in connection with the construction and equipping of the Project, training, and the operation of the Facility; and,

- e. To pay all taxes owed the TOWN in a timely fashion.
7. The COMPANY agrees in good faith to use diligent efforts to complete construction before the end of the calendar year 2005. Except for delays attributable to fire, flood, other casualty or acts of God, strike, order or regulation of or by any governmental authority, or war or other emergency, if the COMPANY shall fail in good faith to fully complete construction of the Facility (including, without limitation, obtaining building permits from the TOWN) before the end of calendar year 2005 and thereafter to proceed in good faith continuously to its completion, then beginning on January 1, 2006, in the second year of the Exemption Period, the TOWN shall have as its sole right of enforcement the right to seek decertification of the Project pursuant to section 10 hereof, and in such event, the COMPANY will forfeit the tax exemptions granted hereunder.
8. The COMPANY shall submit annual reports on job creation, job retention and new investments at the Norton Commerce Center Site to the TOWN by July 30 of each year during the Exemption Period. In accordance with Massachusetts Law, the annual report shall include the number of permanent (regular) full-time and part-time jobs created and the number of people hired from within the ETA annually and on a cumulative basis and the value of capital investments made with respect to the Norton Commerce Center Site annually and on a cumulative basis.
9. The COMPANY agrees to allow the TOWN to monitor and enforce this Agreement. The TOWN shall at any reasonable time and upon giving 48 hours written notice have the right to enter upon the COMPANY's premises to inspect and examine all records which relate to this Agreement which are available on the

premises. All other records which may not be on the premises will be provided upon reasonable notice.

10. If in the view of the TOWN, acting solely through its Board of Selectmen, the COMPANY has failed to comply with the terms of this Agreement related to the COMPANY's obligation to create one full-time new job and the COMPANY's commitment for capital investment building of a distribution facility, as set forth in Sections 6(a) and (b) of this AGREEMENT, the Board of Selectmen shall notify the COMPANY in writing of possible consideration and actions to decertify the COMPANY under the Economic Development Incentive Program. The COMPANY shall respond to the TOWN's Board of Selectmen within forty-five (45) days of said notice of possible decertification. Such response shall include a written response, and may also include an appearance before the Board of Selectmen or Town Meeting. The COMPANY shall have three (3) months upon receipt of written notification of a possible request for decertification to cure any compliance issues.
11. During the Exemption Period, the COMPANY shall give the TOWN six (6) months notice prior to any closing of the facility, or proposed disposition by sale or lease of the Norton Commerce Center Site to an entity unaffiliated with the COMPANY for other than continuing operation of a distribution center by the COMPANY or an affiliated entity.
12. This Agreement shall be binding upon all parties to it, shall run with the Norton Commerce Center Site, and be binding upon the COMPANY and its successors and assigns and shall inure to the benefit of the corporate affiliates of the COMPANY so long as the Project has not been decertified by the EACC.
13. If any provision of this Agreement shall be found invalid for any reason, such invalidity shall be construed as narrowly as possible and the balance of this Agreement shall be deemed to be amended to the minimum extent necessary to provide to the TOWN and the COMPANY substantially the benefits set forth in this Agreement.

WITNESSETH the execution and delivery of this Agreement by the Town of Norton and General Motors Corporation as an instrument under the seal as of the date first above written.

DECLARED VOTED BY THE MODERATOR

ARTICLE 3: Motion was made by Mrs. Desrochers that the Town amend its vote under Article 5 of the May 8, 2000, Special Town Meeting, which vote authorized the transfer of \$50,000 from the Stabilization Account to be used by the Board of Selectmen, if needed, to pay legal fees, litigation costs, and related expenses, including but not limited to environmental consultants, to represent the Town of Norton in its efforts to oppose the permitting, design and construction of a sanitary landfill in Attleboro near the Norton town line, to include as an authorized use of said funds the payment of legal fees, technical assistance fees, and related expenses to ensure an acceptable cleanup of the Shpack Site.

DECLARED VOTED BY THE MODERATOR

ARTICLE 4: Motion was made by Mrs. Desrochers that the Town transfer from Stabilization the sum of \$1,760.00 to pay unpaid bills for which obligation was incurred in prior fiscal years as follows:

\$1,760.00 CALL FIREFIGHTERS FIRE DEPARTMENT

9/10 vote required

DECLARED VOTED UNANIMOUSLY BY THE MODERATOR

The Moderator declared the Special Town Meeting completed and adjourned at 8:10 PM.

ATTEST:



Diane P. Casagni
Town Clerk