



Town of Wallingford, Connecticut

A PROGRAM ESTABLISHING A PERSONAL PROPERTY TAX INCENTIVE FOR MANUFACTURERS

Section 1. Purpose

The purpose is to establish an incentive program for the Town of Wallingford, in order to attract and retain manufacturing companies to locate or expand in Wallingford through the temporary fixing of personal property assessments in such facilities in accordance with the General Statutes § 12-65h. Upon the approval of this program by the Town Council, the Mayor is authorized to enter into agreements with qualified manufacturing companies.

Section 2. Program

- (a) The Town of Wallingford, acting by its Mayor, may enter into a written agreement(s), providing for the temporary fixing of personal property assessments, subject to the requirements as set forth below.
- (b) An applicant shall be eligible for the program provided it complies and conforms with the following requirements:
 1. The applicant is a manufacturing company and not currently benefiting from any other real or personal property tax incentive program, for the property that is the subject of the application, offered by the Town of Wallingford. Manufacturing is the activity of converting or conditioning tangible personal property by changing the form, composition, quality or character of the property. The Town will utilize the NAIC System as its guide.
 2. The applicant is locating in a vacant industrial property through either purchase, lease or new construction renovation or expansion that is compliant with the Zoning Regulations.
 3. The applicant is current in the payment of any taxes, water-sewer charges or other obligations due to the Town of Wallingford and shall remain current as a condition of the agreement.
 4. The applicant meets the requirements and has executed a Tax Incentive Program Agreement.
 5. The applicant is investing in new personal property with an assessed value of at least \$25,000.00.
 6. The applicant completes and submits a Declaration of Personal Property to the Town of Wallingford, Assessor's Office, on or before November 1st of each

calendar year. An extension to file, not to exceed 45 days, may be granted by the Assessor for good cause if requested in writing and submitted to the Assessor by the November 1st date.

- (c) The period of benefit commences with the next Grand List following the execution of the Tax Incentive Program Agreement by the applicant and the Mayor. The agreement shall not be subject to assignment, transfer or sale without the Town's consent. In the event that it is assigned, transferred or sold without Town consent, then the agreement shall terminate as of the effective date of said assignment, transfer or sale. In such event, the Town may require full repayment of all abated taxes.
- (d) Schedule:

<u>Amount of Net Increase In Assessed Value Of Personal Property</u>	<u>Time Period</u>	<u>% Reduction In Net Increase</u>
\$25,000 and above	2 years	50%

Net increase is defined as the actual increase in assessed value as calculated by subtracting the prior year's assessment after the allowance for all other qualifying Town of Wallingford grants or exemptions.

For new manufacturers, the assessed value must be at least \$25,000.00.

- (e) Manufacturing equipment exempt under state law are not included in the determination of this Program.
- (f) The Town reserves the right to require information, during the agreement, relating to compliance with the Program requirements.
- (g) In the event of a breach of the Agreement, the Town may require the repayment of all abated taxes.

Section 3. Term

This incentive program is effective for the Grand List of October 2023 through and including the Grand List of October 2025.

4. (a) The facility will be (check all applicable):

Purchased _____ Expanded _____ Renovation _____
Leased _____ New Construction _____

(b) Occupancy date: _____

(c) Duration of Lease: _____

(d) Total investment: _____

5. The Applicant represents that it is current in the payment of all taxes, water-sewer charges and other obligations owed to the Town of Wallingford and shall remain current as a condition of this Program. Failure to remain current shall result in the termination of the agreement and all abated taxes shall be due and payable.

6. The applicant is a manufacturing company and not currently benefiting from any other real or personal property tax incentive program for the property that is the subject of the application offered by the Town of Wallingford. Manufacturing is the activity of converting or conditioning tangible personal property by changing the form, composition, quality or character of the property. The Town will utilize the NAIC System as its guide.

7. Applicant shall be required to provide documentation supporting eligibility for the Program as determined by the Town. The Town shall have the right to reasonably request documentation of continuous compliance with the Program requirements.

The undersigned affirms under penalty of false statement that the information provided herein is true and accurate.

Date

Signature of Company Representative

Title

Return Application to: Economic Development Commission
45 South Main Street
Wallingford, CT 06492
Telephone: 203-294-2062
Email: edc@wallingfordct.gov



Town of Wallingford, Connecticut

**PERSONAL PROPERTY TAX
INCENTIVE AGREEMENT WITH
MANUFACTURERS**

The Town of Wallingford and _____ (Manufacturer) hereby agree to the terms and conditions set forth herein:

1. _____'s application for this program is attached hereto and incorporated herein as a part of this Agreement. All representations made in the application shall remain true and accurate as a condition of this Agreement.
2. _____ shall remain current in the payment of any taxes, water-sewer charges or other obligations owed to the Town of Wallingford throughout the term of this Agreement.
3. The failure of _____ to timely submit the Declaration of Personal Property to the Assessor shall terminate this Agreement.
4. Based upon the representations made by _____ and the submittal of requested documentation of all Program requirements, the Town agrees to provide _____ with the following benefit:

Grand Lists _____ and _____: 50% reduction in the net increase in the assessed value of Personal Property;
5. The net increase in the assessed value of the personal property will be calculated by subtracting the prior year's assessment after the allowance for all other qualifying grants or exemptions. The Assessor shall verify the reduction allowed under this Agreement.
6. This Agreement shall not be assigned, transferred or sold without the Town's consent. If it is, the Agreement shall terminate as of the date of such action, and the Town may require the repayment of all abated taxes.
7. A breach of this Agreement shall result in the termination of this Agreement and the Town may require the repayment of all abated taxes.
8. The Town may request information regarding compliance with the Program requirements during the Agreement.

Owner

Date: _____

Town of Wallingford

Date: _____