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Michael A. Blanchard
Eric W. Callahan
Michael P. Carey
Richard S. Cody
John A. Collins, III
Jeanette M. Drostie
Eileen C. Duggan
Bryan P. Fiengo
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In Memoriam
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James J. Courtney
L. Patrick Gray, III
Michael V. Sage
Matthew Shafner
Max M. Shapiro
Charles J. Suisman
Thomas B. Wilson
Louis C. Wool
Of Counsel
Hinda K. Kimmel
Jay B. Levin
Richard A. Schatz

July 22, 2021

**VIA EMAIL: goconnor@pullcom.com AND
jeff.respler@resplerhomes.com
CERTIFIED MAIL, RETURN RECEIPT REQUESTED**

Respler Homes, LLC
Attn: Jeffrey Respler
833 Glen Drive
Woodmere, NY 11598

Gary B. O'Connor, Esq.
Pullman & Comley
90 State House Square
Hartford, CT 06103

Re: Town of Groton and Respler Homes, LLC
Mystic Education Center

Dear Mr. Respler:

As you know, this firm represents the Town of Groton ("Town"). This letter replies to Attorney Gary B. O'Connor's letter of July 13, 2021, sent on behalf of Respler Homes, LLC ("Respler") to Jonathan J. Reiner and John Burt in their official capacities. This letter also provides notice, as provided herein, to Respler pursuant to the Agreement.

The Town rejects Respler's position set forth in that letter and has a viewpoint opposite from what portrayed in that letter with respect to the parties' respective performances or failures under the Development Agreement dated February 11, 2020 (the "Agreement").

For instance, Section 3.02 of the Agreement required Respler to: "prepare a development plan for the development and construction of the Project (the "Development Plan")." Naturally, this Development Plan was conceived to be a necessary predicate to the ability of the Town to shape and take future action with regard to the project, including its development of modifications to its land use regulations to accommodate the project and/or identification of the issues related thereto. Without having the anticipated and agreed

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upon Development Plan from Respler, the sheer impossibility of achieving any further stage is readily apparent.

Section 3.02 of the Agreement sets out that the Development Plan: "shall include, but not be limited to, the following elements:

- (a) A site plan for the Project identifying:
 - (i) the proposed locations of each type of land use;
 - (ii) proposed locations of buildings, parking areas, public spaces and sidewalks;
 - (iii) approximate locations of storm drainage improvements for the Project;
 - (iv) approximate locations of utilities necessary for the construction and operation of the Developer Improvements and the Project;
 - (v) construction of new public roads and improvements to existing roads required for safe ingress and egress to the Project; and
 - (vi) approximate locations and terms of temporary and permanent easements required for the Development as described in Section 5.03 of [the] Agreement as the Parties may mutually agree upon.
- (b) Architectural renderings of all improvements and design features.
- (c) All proposed subdivisions of the Property that Developer requires to facilitate the construction of the Project including but not limited to those shown on Exhibit 3.02(c) to this Agreement.
- (d) A list of all known Governmental Approvals that will be required to complete the Project.
- (e) A critical path chart or similar timeline outlining the anticipated sequence and phasing of development of the Project (the "Critical Path"). The Critical Path shall require that Developer commence construction on the First Phase of the Developer improvements no later than twelve (12) months after the Closing or ninety (90) days following receipt of all Governmental Approvals whichever occurs later (the "Construction Commencement Date"). Developer shall provide the Critical Path to the Town for its review and comment upon completion.
- (f) Waterfront improvements as may be permitted by the Connecticut Department of Energy and Environmental Protection ("DEEP") and, if applicable any other Governmental Authority having jurisdiction over such improvements,

including parking, hiking and/or walking trails, a kayak/small watercraft launch area and other waterfront amenities.

(g) A boundary survey of the Property, which will be recorded on the land records of the Town of Groton at the time of conveyance of the Property by the State to the Developer.”

Section 3.03 further provides that the Development Plan shall be provided to the Town in two phases, the first of which shall incorporate as many of the elements in Section 3.02 as is “commercially reasonable” within 90 days after the Agreement was executed (or by no later than May 11, 2020). It is obvious that the first phase of the Development Plan due within said 90 day period should have been a sufficient fabric against which a corresponding modification to the zoning regulations may be measured by the Planning and Zoning Commission (“PZC”) and its staff. It anticipates something usefully static. For example, the precise boundaries of a proposed area is academic to a zone change.

To date, Respler has materially failed to fulfill its obligations relative to the preliminary Development Plan. Respler’s revised draft Master Plan was submitted to the Town Office of Planning and Development Services (“OPDS”) staff via email on November 9, 2020. Such draft Master Plan did not address many of the requirements set forth in Section 3.02 delineated above. Specifically, the items required by Sections 3.02(a)(iii), (iv), (v) and (vi); 3.02(b), (c), (d), (e) and (f) were not satisfied.

Moreover, the “Project” described in Section 2.01 of the Agreement contemplated the construction of 700 to 850 multifamily residential units with approximately 100,000 square feet of rentable space plus a recreation area at the Pratt building. Respler’s draft Master Plan failed to adhere to these parameters. Instead, it consisted of 931 multifamily units and 124,441 square feet of mixed use spaces, plus 44,645 square feet of space at the Pratt Building. It is clear that Respler was proposing a plan which grossly exceeded the project parameters contemplated by the Agreement, which contributed to negative public perception about the project, which perception Respler failed to abate through Respler’s minimal public relations efforts. Most importantly, it exasperated OPDS staff and the Commission due to there being a moving target.

Section 5.02 of the Agreement required Respler on or before May 11, 2020 to provide the Town with written notice of whether Respler required a subdivision of the property, which to date has not occurred. To the extent Respler maintains a subdivision is required, Respler has failed to fulfill this requirement of the Agreement.

Section 6.04(c) of the Agreement required Respler, to the extent Respler required assistance relating to any Town roadway or Town property, to provide detailed information regarding any such assistance by May 11, 2020. To the extent such assistance is required by Respler, Respler has failed to fulfill this requirement of the Agreement.

The Agreement also provided for economic incentives over which Respler was in control, but again failed to perform. These incentives were important to the Town's and the public's confidence that the project, when shaped by proposed zoning, would be financially viable. Section 9.01 of the Agreement provides, in part, that:

Developer shall identify how the [Tax Increment Financing] will be utilized in connection with eligible Project improvements and activities, and Developer's costs associated with such improvements and activities, and provide said detail and documentary support, within ninety (90) days following the Effective Date.

Respler has materially failed to fulfill this obligation and has provided nothing directly to the Town in relation to this requirement. At most, the Town indirectly received on or about March, 2021, albeit through its TIF consultant Camoin, draft materials presented to Camoin by Respler's TIF consultant. These materials contain simply raw data, are grossly lacking in the detailed information and documentary support required by the Agreement, and leave the Town without answers to many questions that should have been resolved more than one year ago explaining Respler's need for TIF.

Based on the Respler's aforementioned failures, a Developer Default as defined in Section 13.01 of the Agreement has occurred and continues to persist. Please be advised that these defaults are susceptible to cure within 30 days of this notice. Any such cure would require Respler to furnish all information required by Sections 3.02(a)(iii), (iv), (v) and (vi); 3.02(b), (c), (d), (e) and (f); 5.02; 6.04(c) and 9.01 of the Agreement. Should Respler fail to cure the foregoing issues, the Town will consider all applicable rights and remedies, including but not limited to termination of the Agreement.

In response to Respler's demand through your letter that the Town proceed with the zoning amendment contemplated by Section 5.02 of the Agreement, it should be noted that the information required by Section 3.02 (summarized above) is necessary to allow the Town to proceed. It should also be noted that the finalization of the proposed zoning amendment was substantially delayed by Respler's failure to approve and/or provide its position on various aspects of drafts of zoning regulations after the Town sought such input from Respler.

In any event, as you are aware, the Planning and Zoning Commission ("PZC") started reviewing matters related to the project and considering a change to the Zoning Regulations for the redevelopment of the Mystic Education Center property first on November 11, 2019. Since that time, the PZC held at least nine meetings to create a zoning regulation amendment. The Town hired planning consultants and OPDS staff has met with Respler representatives numerous times, toward this same end. At the PZC meeting of May 14, 2021, the PZC, by consensus, directed Town OPDS staff not to submit an application for a new overlay zone for the Mystic Education Center District.

We feel it necessary to point out that there is nothing in the Agreement that requires the Town to adopt regulations or change a zone. Instead, the Agreement clearly excludes that obligation. Section 5.02 states:

Developer acknowledges that the required zoning amendments and subdivision approval are or may be within the discretion of the Planning and Zoning Commission, which is not bound by Town's covenants herein.

And later in Section 15.01 the Agreement, the parties emphasized the independent roles of not only the Planning and Zoning Commission as a body, but also OPDS staff:

The drafting, pendency or execution of this Agreement is not intended to supplant or influence the role of Town's Planning and Zoning Commission, Planning Director, Inland Wetlands and Watercourses Commission, or other regulatory body, authority or official with respect to any aspect of any zoning, subdivision, inland wetlands, coastal, building permit or other application which may now be, or hereinafter become necessary to complete the Project. The execution of this Agreement by Town shall not be construed in any way to constitute a commentary on, or approval of or special consideration for or exemption from, any such application before or approval by OPM, DECD, DEEP, Town's Planning and Zoning Commission, Planning Director, Inland Wetlands and Watercourses Commission, or other regulatory body, authority or official in such capacity.

These provisions are not incidental. They are important to the parties' mutual understanding that despite their efforts, the zone change needed to accommodate the plan is not guaranteed but is subject to the ordinary legislative discretion, win, lose or draw. The Agreement does not require the PZC to hold public hearings on a proposed zone change or a proposed regulation change. Instead, the Agreement admits that the role of the PZC and OPDS staff is legislative, and that that legislative determination is expressly outside the "influence" and reach of the Agreement.

Due to the issue Attorney O'Connor raises being fundamentally a legislative determination, you can appreciate that the determination may be affected by matters that are outside the control of the PZC and OPDS staff. Often, these factors include scope and community trust, and positive outreach by a developer is important to these factors. Over the past several months, community input has been largely negative largely due to the discovery by members of the community of documents that recite that a Respler principal pleaded guilty to charges of bribery of a public officer. Fair or not under the circumstances, this discovery was unfortunate because it followed great efforts by OPDS staff to have Respler perform heavy public outreach, which staff perceived Respler had let gone fallow. Today, whatever outreach is being done now by Respler is embarrassingly defensive. It has certainly put the persons on the Town Council, in the town government and in the community, those who expressed support of

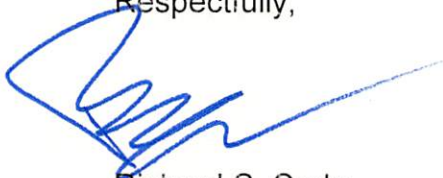
the project when the Agreement was negotiated and signed, on the defensive. Importantly, recently PZC members have mentioned on the record the possibility of amending regulations to increase residential density somewhat, but not to the density that Respler is proposing.

Contrary to your assertions, the Town has at all points complied with its contractual obligations under the Agreement in good faith, having been also extremely lenient with respect to contract deadlines and with Respler's failure to provide timely information and decisions.

Please let us know if you have any questions or comments.

The foregoing is written without limitation or waiver of any rights or remedies available to the Town under the Agreement or otherwise at law or in equity, all of which are expressly reserved.

Respectfully,



Richard S. Cody

cc John Burt, Town Manager
Jonathan J. Reiner, AICP, Director of Planning & Development Services
Paige Bronk, Economic & Community Development Manager