

Docket No. FST-CV23-6062247-S	:	SUPERIOR COURT
	:	JUDICIAL DISTRICT OF
SWEETSPOT STAMFORD, LLC, and	:	STAMFORD/NORWALK
A&F HIGH RIDGE, LLC	:	
Plaintiffs	:	AT STAMFORD
	:	
v.	:	
	:	
ZONING BOARD OF	:	
THE CITY OF STAMFORD	:	OCTOBER , 2023
Defendant	:	

STIPULATION OF SETTLEMENT

The Plaintiffs, A&F High Ridge, LLC and Sweetspot Stamford LLC (“Plaintiffs”), and the Defendant Zoning Board of the City of Stamford (the “Board”), hereby stipulate and agree that the Court may enter an order confirming this settlement and approving a withdrawal of this Appeal on the following terms and conditions:

WHEREAS, The Plaintiff, A&F High Ridge, LLC is a Connecticut limited liability company with offices at 111 High Ridge Road, Stamford, Connecticut, 06905, and is the owner of property located at and known as 111-123 High Ridge Road, Stamford, Connecticut (the “Property”).

WHEREAS, The Plaintiff Sweetspot Stamford LLC is a Connecticut limited liability company with offices at 17 Faye Lane, Mount Pleasant, South Carolina, 29464-6626, and is the prospective tenant of approximately 2,412± square feet of office/retail space on the Property.

WHEREAS, The Defendant Zoning Board is the agency with authority to enforce the Zoning Regulations of the City of Stamford (the “Regulations”) and the duty to hear and decide

special permit applications pursuant to Public Acts 1923, C. 279 and the Connecticut General Statutes.

WHEREAS, the Property has 1.06± acres of land area and is located on the east side of High Ridge Road in the C-N (Neighborhood Business District) Zone.

WHEREAS, the Property is currently improved with a 31,846± square foot, two-story, multitenant commercial building and a 14,310±, three-story, multitenant commercial building.

WHEREAS, at the time the Plaintiffs filed an application (as described below), the City did not have any zoning regulations related to adult-use cannabis and analogized the Hybrid Cannabis Retailer to a Medical Marijuana Dispensary.

WHEREAS, Section 5.E. of the Regulations provides that “Medical Marijuana Dispensaries are allowed by Special Permit approval of the Zoning Board only within certain commercial and manufacturing Zoning Districts of the City of Stamford, as shown in Appendix A, Table II of these Regulations.”

WHEREAS, Appendix A, Table II of the Regulations provides that Medical Marijuana Dispensaries are allowed by Special Permit approval in the C-N Zone, the zoning district in which the Property is located.

WHEREAS, on March 15, 2023, the Plaintiffs filed an application (the “Application”) requesting Special Permit approval to operate a hybrid retail dispensary on the portion of the Property to be leased by the Plaintiff Sweetspot and to be exempt from sidewalk requirements contained in Section 12.K. of the Regulations.

WHEREAS, on May 22, 2023, the Board opened a public hearing on the

Application and heard evidence thereon from the Plaintiffs and heard comments from the public in support of and in opposition to the Application.

WHEREAS, on June 5, 2023, the Board held a meeting in which it continued the Application to its next meeting.

WHEREAS, on June 26, 2023, the Board held a meeting in which it deliberated on the Application and then the Board voted to deny the Application.

WHEREAS, legal notice of the decision of the Board was published in the Stamford Advocate on June 29, 2023.

WHEREAS, Plaintiffs timely commenced this Appeal of the Boards' denial of the Application pursuant to a citation and complaint in this action, dated July 12, 2013.

WHEREAS, the Plaintiffs and the Defendants, through counsel, have engaged in negotiations for resolution of this Appeal and have agreed by way of this Stipulation for a settlement of this appeal upon the terms set forth herein;

WHEREAS, the Board, in accordance with Practice Book § 14-7B, properly identified this proposed Stipulation for Settlement on the agenda prior to its public meeting on October 16, 2023;

WHEREAS, the Board, in accordance with Practice Book § 14-7A, at this public meeting, voted to resolve this Appeal, to allow its counsel to enter into this Stipulation of Settlement, and to have this Stipulation of Settlement entered and approved by the Court in accordance with Connecticut General Statutes § 8-8 (n), including an approval of the withdrawal of this Appeal pursuant to this Settlement; and

WHEREAS, the parties have authorized their respective counsel to enter into this Stipulation of Settlement and thereby bind the parties to the terms and conditions contained herein.

NOW THEREFORE, intending to be legally bound, the Plaintiffs and the Board agree to and request that this Court approve this Settlement, after a hearing under Connecticut General Statutes § 8-8 (n), and allow this Appeal to be withdrawn, upon the following terms and conditions resolving this Appeal:

A. Within five days of the Superior Court’s Approval of this Stipulation, the Plaintiffs shall withdraw this Appeal.

B. Upon the Superior Court’s Approval of this Stipulation, the Board agrees that Application is hereby approved subject to the following conditions:

1. Prior to the beginning of the Hybrid Retail use, the Plaintiffs shall submit a copy of a current license for the “Hybrid Retail” Sales Facility (“Facility”) at the subject location (“Site”) from the State of Connecticut Department of Consumer Protection to Board’s staff.

2. The hours of operation the Facility shall be as follows and any extension of the operating hours shall be subject to the approval of Board’s staff:

- Monday-Saturday: 10:00 a.m. - 7:00 p.m.
- Sunday: 11:00 a.m. - 5:00 p.m.

3. The Plaintiffs shall comply with signage and storefront standards specified in the definition of the “Medical Marijuana Dispensary Facility” in Section 5 of the Zoning Regulations and any changes to the storefront design or signage shall be subject to review by and approval of the Board’s staff.

4. The Plaintiffs shall hire and maintain at the Site one (1) police officer for the first 2 months after opening of the Facility to manage potential traffic impacts. If the City of Stamford Traffic, Transportation and Parking Bureau (TTP) determines that there continues to be significant levels of traffic at the Site, then the Plaintiffs shall extend the presence of the police officer for an additional 2 months. The police officer shall be present from at least one-half hour prior to each opening until closing with all costs incurred by the Plaintiff (up to the legal limit per State law).

5. The Plaintiffs shall also hire one private security guard for site safety to be present at the Site from one-half hour (1/2) hour before opening to the closing time of the Facility during the first four (4) weeks after opening.

6. Hybrid Retail sales shall only be conducted at the Facility using an online ordering system during the first four (4) weeks after opening. Plaintiffs shall post a sign at the Facility as well as on their website informing the public of this requirement.

7. Only medical sales will be permitted at the Facility between 2:00-4:00 p.m. Monday through Friday for the first two months of operations.

8. After the on-site opening of the Facility, the Plaintiffs shall prepare and submit a revised traffic study using data collected for approximately thirty (30) calendar days beginning with the first day of operations. Such study shall cover the areas depicted on the study area map, which areas are included in the Traffic Study for the site dated March 2023 and shall be submitted to the Zoning Board and TTP within forty-five (45) days after opening of the on-site Facility. If the revised traffic study indicates that the Facility causes significant impacts to the roadway network, the Plaintiffs shall be responsible for the cost of reasonable mitigation measures determined by TTP.

9. Prior to the first sale, the Plaintiffs shall comply with TTPs April 18, 2023 letter to the satisfaction of TTP and any additional requests based on the revised documents, including but not limited to removing the right turn only sign and add local traffic only sign, subject to TTP approval.

10. The Plaintiffs will partner with a community advocacy group to host community education session focused on addiction prevention once a quarter for the first year and prior to the first sale will provide a list of such groups with whom the Plaintiffs will work. No sponsorship, marketing or advertising of any kind will be permitted during the sessions.

11. A & F High Ridge, LLC (Landlord) will not apply for, authorize an application, lease, or otherwise permit the use of any portion of the Site as a smoke shop while this Special Permit remains in effect or a dispensary is located on the Site.

12. To the extent allowable by law, the Plaintiffs shall contribute \$20,000 to a charity dedicated to child welfare prior to opening and evidence of such contribution provide to Zoning Board staff.

13. The Plaintiffs shall use best efforts to hire a minimum of 65% of the initial staff for the Facility from residents of the City of Stamford.

14. No significant mechanical equipment, in addition to that depicted on the building and site plans, shall be installed at the building housing the Facility, within view of any public street without prior approval of the Board staff.

15. Plaintiffs shall have one year from the effective date of this approval to begin Hybrid Retail sales, subject to Board approval of three extensions, each not more than one year, upon timely application and for good cause shown.

C. This Stipulation of Settlement sets forth the entire understanding of the parties with respect to the subject matter hereof. Any previous agreements or understandings between the parties regarding the subject matter hereof are merged into and superseded by this Agreement.

D. The terms and conditions of this Stipulation of Settlement shall inure to the benefit of, and be binding upon, the respective successors and assigns of the parties hereto now or in the future. This Agreement, once approved by the Superior Court, shall be recorded on the Stamford Land Records and maintained in the Zoning files for the Facility.

E. The parties agree that this Stipulation of Settlement, if approved by the Court, will operate as a Certificate of Approval and no other approval from the Zoning Board will be required to proceed with the building permit process and occupation of the portion of the Property to be leased by Sweetspot Stamford LLC.

F. This Stipulation of Settlement, if approved by the Court, is not an appealable decision.

G. This Stipulation of Settlement may be executed in one or more counterparts, each of which shall, for all purposes, be deemed to be an original and all of which shall constitute the same instrument.

H. Plaintiffs and the Board agree to jointly move the Court for approval of this Stipulation of Settlement, approval for Plaintiffs to withdraw this Appeal, and the approval of Plaintiffs' Application as modified and conditioned herein, pursuant to Connecticut General Statutes § 8-8 (n).

I. No amendment, modification or alteration of the terms or provisions of this Stipulation of Settlement shall be binding unless the same shall be in writing and duly executed by the parties.

J. This Stipulation of Settlement shall be governed by and construed in accordance with the laws of the State of Connecticut. The Superior Court of the State of Connecticut shall retain jurisdiction over this Stipulation of Settlement and any enforcement thereof.

K. In the event any party seeks to enforce any term of this Stipulation of Settlement, it may seek from the Superior Court any and all relief available to it in law or in equity, including, but not limited to, any relief under the Connecticut General Statutes and, as appropriate, injunctive relief to enforce the terms of this Agreement. In any action to enforce the terms of this Stipulation of Settlement, the prevailing party shall be entitled to recover its costs including its legal fees, court costs and any other expenses incurred in enforcing this Stipulation.

L. Parties agree and acknowledge this Stipulation of Settlement shall be void if the Court does not accept this Agreement as a resolution of the Appeal under Connecticut General Statutes § 8-8 (n).

M. It is understood and agreed by parties that this Stipulation of Settlement constitutes the compromise of disputed claims and that the consideration provided herein and the Stipulation of Settlement itself are not and shall in no event be construed or deemed to be evidence of or an admission of liability or wrongdoing on the part of any party hereto.

N. This Stipulation of Settlement represents the joint drafting efforts of the Plaintiffs and the Board and any ambiguities herein shall not be construed against any party hereto.

O. The parties each acknowledge that they were given the opportunity and did fully review this Stipulation of Settlement with their respective attorneys prior to its execution.

IN WITNESS WHEREOF, the parties hereto have caused this Stipulation of Settlement to be executed in their names by their duly authorized representatives on the dates indicated below.

A&F High Ridge, LLC
By Anthony Longhitano
Its Manager Duly Authorized

Sweetspot Stamford LLC
By Jason Webski
Its Manager Duly Authorized

Zoning Board of the City of Stamford
By David Stein
Its Chairman