


MEMORANDUM

TO: Town Council

FROM: David E. Cox, Town Manager 

DATE: April 23, 2020

SUBJECT: Agenda Information – 4/28/2020

The following is additional or summary information regarding matters on the upcoming Town Council Agenda. The numbering below follows the agenda and some routine or self-explanatory items are not discussed in this memo. As you review your packet materials, please do not hesitate to contact the appropriate staff member or me prior to the Council meeting with any questions or concerns. Often, these conversations can help staff and me be prepared for the Council meeting and be ready to facilitate a more productive and efficient meeting for everyone.

5 Presentations

5a Presentation providing a Follow Up on Building Department Activities – Staff will provide a follow up to the March 10 discussion and questions that have arisen in the interim.

6 Bids and Contracts

6a Award of a Contract for Watershed Improvements – The Council is asked to consider and approve a contract for several watershed improvement projects around Lake Pocotopaug. Proposals were sought for eight watershed locations consisting of Sears Park, Wangonk South and North Beaches, Sears Place, Seven Hills, Skyline estates, Mott Hill, Clark Hill and Hawthorne. Contractors were asked to identify a cost per site and the total cost of all sites was used to formulate the cost for the entire job as identified below. Proposals were received from four companies including DiCioccio Brother's, B&W Paving, Colossale Concrete and Butler Construction.

- Butler Construction: \$320,000
- DiCioccio Brothers: \$357,631
- B&W Paving: \$463,500
- Colossale Concrete: \$816,000

Butler Construction is the apparent low bidder. Staff, including the engineer and designer, are reviewing the details of each bid and will confirm a final recommendation before or at the meeting on Tuesday.

Recommended Action: Approve a motion to authorize the contract.

9 New Business

9a Consideration of Easements for Lake-Related Projects – The Council is asked to consider, approve and accept four easements being granted to the Town to facilitate construction of watershed

stormwater improvements and installation of equipment for the Lake Aeration Project. Easements are being granted to the Town by the following property owners:

1. Princess Pocotopaug Association, Inc.– Map 09A/Block 70C/Lot 12, Stormwater Improvements
2. Princess Pocotopaug Association, Inc.– Map 09A/Block 70C/Lot 48, Stormwater Improvements
3. Beach Road Association - Map 04A Block 63 Lot 1, Stormwater Improvements
4. Edgemere Condominium Association – Map 19/Block 63B/Lot 27, Aeration Equipment

Recommended Action: Approve and accept the various Easements.

9b Consideration of a Purchase and Sale Agreement for the Christopher Pond Property – The Council is asked to consider a Purchase and Sale Agreement with the owners of the property located at and around 20 Christopher Road including Christopher Pond. The agreement calls for the Town to perform various investigations, develop a survey to realign the property lines, agree upon a price based on third-party appraisals and undertake the required approval process in exchange for the owners waiting up to seven months to close on the portion of the property the Town proposes to purchase. While there is no payment by the Town for the agreement, the Town is paying the cost of the aforementioned survey, which creates a new lot that includes the existing house. The newly created lot can be sold by the owners at any time. Through this proposed purchase, the Town would acquire a parcel of about 9 acres surrounding Christopher Pond, which would be slated for improvements to help protect Lake Pocotopaug as discussed in the “9-Points Plan” for watershed improvements. The agreement provides for the required internal approval process including Board of Finance review, Planning Commission review and Town Meeting. As a reminder, the Town is seeking a grant to fund as much as two-thirds of the cost of the acquisition.

Recommended Action: Approve the Purchase and Sale Agreement.

The remainder of the items are of a routine nature, in the sole purview of the Council or are announcements. Please contact me or the appropriate staff member with questions or concerns.

DC

Town of East Hampton
Town Council Regular Meeting
Tuesday, April 14, 2020
Virtual Meeting via Zoom

MINUTES

Present: Chairman Pete Brown, Vice Chairman Dean Markham, Council Members Tim Feegel, Derek Johnson, Barbara Moore, Mark Philhower, and Kevin Reich and Town Manager David Cox.

Call to Order

Chairman Brown called the meeting to order at 6:30 p.m.

Adoption of Agenda:

A motion was made by Mr. Markham, seconded by Ms. Moore, to adopt the agenda as written. Voted (7-0).

Approval of Minutes

A motion was made by Mr. Philhower, seconded by Mr. Johnson, to approve the minutes of the Town Council Regular Meeting of March 24, 2020 as written. Voted (7-0)

A motion was made by Ms. Moore, seconded by Mr. Philhower, to approve the minutes of the Town Council Special Meeting of April 1, 2020 as written. Voted (7-0)

Public Remarks

Kyle Dostaler, William Drive, commented on the current economic situation and upcoming Town Hall debt and that the Town should consider utilizing the General Fund.

Presentations

Update from DPW Director Matt Walsh on Street Sweeping, Road Grading & Equipment

Director of Public Works Matt Walsh was present to provide updates on street sweeping, road grading and equipment. There is an overview of information in the Town Manager's report which will be attached to the minutes filed in the Town Clerk's office. Mr. Walsh noted road sweeping has been planned to begin in mid-April. The dirt road grading will need to wait until the grounds dries out. It should be the end of April or beginning of May. Details on the plow truck that was being repaired is included in the Town Manager's report. It is back on the road now. Mr. Feegel asked if there is a punch time for the total time to repair the vehicles and asked if there is tracking done. Mr. Walsh will look into this. Mr. Johnson asked about the drainage around the lake. Mr. Walsh reported the catch basin tops are done. The milling and road work on Lake Drive and Meeks Point will be started by the end of April. Mr. Philhower asked if any complaints have come in regarding staff. Mr. Walsh will look into it.

Bids & Contracts

Extension of Agreement with Middlesex Health for Paramedic Services

The Town entered into an agreement with Middlesex Health in 2016 for paramedic services and the agreement has been extended annually thereafter. The initial cost was \$1 per capita per year. There

has been no increase in the per capita cost since the agreement started and no increase is requested this year.

A motion was made by Mr. Reich, seconded by Mr. Johnson, to approve the Fourth Amendment to Agreement between Middlesex Hospital and the Town of East Hampton for paramedic services. Voted (7-0)

Resolution/ Ordinances/ Policies/ Proclamation

Discussion & Possible Action on Resolution Pertaining to Election of the Reduced Interest Rate Option on Delinquent Revenue Payments Mandated by Executive Order 2020-7S, Paragraph 6(b), et seq.

Mr. Cox provided an overview of the documents provided on a resolution regarding the reduced interest rate option on delinquent revenue payments mandated by Executive Order 2020-7S.

A motion was made by Mr. Johnson, seconded by Ms. Moore, to adopt the Resolution pertaining to election of the reduced interest rate option on delinquent revenue payments mandated by Executive Order 2020-7S, Paragraph 6(b), et seq. Voted (7-0)

Discussion & Possible Action on Resolution for the Proceeds from the Sale of 20 East High Street

Mr. Cox provided an overview of the resolution directing the net proceeds from the sale of 20 East High Street to be deposited directly into the Capital Reserve Fund to offset the Town's fiscal year 2021 Capital Improvement costs.

A motion was made by Ms. Moore, seconded by Mr. Johnson, to adopt the Resolution regarding deposit of proceeds from the sale of 20 East High Street. Voted (7-0)

Continued Business

None

New Business

None

Town Manager Report

Mr. Cox provided an overview of the Town Manager Report. He also noted that the day prior to the meeting the town saw 2.5 to 4.5 inches of rain. Several trees were down that Public Works handled between 10:30am and 8:15pm. Eversource completed power restoration by 4pm on Tuesday. There was also discussion on the location of an easement on the east side of the lake for the aeration project.

Appointments

None

Tax Refunds

A motion was made by Mr. Markham, seconded by Mr. Reich, to approve tax refunds in the amount of \$652.58. Voted (7-0)

Public Remarks

None

Communications, Correspondence & Announcement

March Board & Commission Summary

Council members received the March Board and Commission Summary.

The town budget is on the website and hard copies are now available for pickup by Council members.

Adjournment

A motion was made by Ms. Moore, seconded by Mr. Reich, to adjourn the meeting at 7:20pm. Voted (7-0)

Respectfully Submitted,

Cathy Sirois
Recording Clerk

Anchor Engineering Services, Inc.

Lake Pocotopaug - Watershed Improvements
East Hampton, CT

BID PROPOSAL

PROJECT IDENTIFICATION:

Lake Pocotopaug - Watershed Improvements

THIS BID IS SUBMITTED TO:

Office of the Town Manager
East Hampton Town Hall
20 East High Street
East Hampton, Connecticut 06424
Attention: David Cox, Town Manager

The Undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

Bidder accepts all terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of Owner's Notice of Award.

In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

1. Bidder has examined and carefully studied the Bidding Documents and the following Addenda receipt all of which is hereby acknowledged (List Addenda by Addendum Number and Date):

ADDENDUM No. 1 3/27/2020
ADDENDUM No. 2 4/08/2020

2. Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
3. Bidder is familiar with and is satisfied as to all federal, state and local Laws and regulations that may affect cost, progress, performance and furnishing of the Work.
4. Bidder has carefully studied all reports and explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Utilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations,

H.E. BUTLER

tests, studies and data concerning conditions (surface, subsurface, Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs related thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of the Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.

5. Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
6. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
7. Bidder has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
8. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
9. Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BASE BID NO. 1 – CLARK HILL ROAD STORMWATER RETROFIT

Bid No. 1 consists of installation of a Bioretention System & Grass Swale depicted on plans prepared by Trinkaus Engineering, LLC. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum price.

FIFTEEN THOUSAND Dollars
 (in words) AND ZERO CENTS

\$ 15,000⁰⁰
 (in numbers)

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BASE BID NO. 2 – MOTT HILL ROAD STORMWATER RETROFIT

Bid No. 2 consists of installation of a Wet Swale depicted on plans prepared by Trinkaus Engineering, LLC. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum price.

SIX THOUSAND TWO HUNDRED THIRTY FIVE Dollars
(in words) AND ZERO CENTS

\$ 6,235.⁰⁰
(in numbers)

BASE BID NO. 3 – SEVEN HILLS ESTATES (POCOTOPAUG DRIVE) DRY DETENTION BASIN RETROFIT

Bid No. 3 consists of installation of a Dry Detention Basin Retrofit depicted on plans prepared by Trinkaus Engineering, LLC. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum price.

FIVE THOUSAND EIGHT HUNDRED TWENTY FIVE Dollars
(in words) AND ZERO CENTS

\$ 5,825.⁰⁰
(in numbers)

BASE BID NO. 4 – HAWTHORNE ROAD CATCH BASIN RETROFIT

Bid No. 4 consists of installation of a Catch Basin Retrofit depicted on plans prepared by Trinkaus Engineering, LLC. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum price.

TWO THOUSAND TWO HUNDRED Dollars
(in words) AND ZERO CENTS

\$ 2,200.⁰⁰
(in numbers)

BASE BID NO. 5 – SEARS PARK STORMWATER MANAGEMENT PLAN

Bid No. 5 consists of installation of PVC Pavers, Bioswale, Bioretention Systems depicted on plans prepared by Trinkaus Engineering, LLC. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum price.

TWO HUNDRED FIFTY SEVEN THOUSAND EIGHT HUNDRED SEVENTY Dollars
(in words) AND ZERO CENTS

\$ 257,870.⁰⁰
(in numbers)

BASE BID NO. 6 - SEARS PLACE BEACH ASSOCIATION STORMWATER RETROFIT

Bid No. 6 consists of installation of a Bioswale depicted on plans prepared by Trinkaus Engineering, LLC. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum price.

SIX THOUSAND EIGHT HUNDRED SEVENTY Dollars
(in words) AND ZERO CENTS

\$ 6,870.⁰⁰
(in numbers)

BASE BID NO. 7 - SKYLINE ESTATES (SUNRISE DRIVE) STORMWATER RETROFIT

Bid No. 7 consists of installation of a Wet Swale with Riprap depicted on plans prepared by Trinkaus Engineering, LLC. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum price.

FOUR THOUSAND EIGHT HUNDRED Dollars
(in words) AND ZERO CENTS

\$ 4,800.⁰⁰
(in numbers)

BASE BID NO. 8 - WANGONK TRAIL NORTH STORMWATER RETROFIT

Bid No. 8 consists of installation of a Wet Swale with Riprap, Paved Swale Replacement depicted on plans prepared by Trinkaus Engineering, LLC. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum price.

SIXTEEN THOUSAND FIVE HUNDRED Dollars
(in words) AND ZERO CENTS

\$ 16,500.⁰⁰
(in numbers)

BASE BID NO. 9 - WANGONK TRAIL SOUTH STORMWATER RETROFIT

Bid No. 9 consists of installation of a Wet Swale with Riprap depicted on plans prepared by Trinkaus Engineering, LLC. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum price.

FOUR THOUSAND SEVEN HUNDRED Dollars
(in words) ZERO CENTS

\$ 4,700.⁰⁰
(in numbers)

TOTAL = \$ 320,000.⁰⁰

- 10. Bidder agrees that the Work will be substantially completed and completed and ready for final payment in accordance with Article 14 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 11. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.
- 12. The following documents are attached to and made a part of this Bid:

Required Bid Security in the form of BID BOND

- 13. Communications concerning this Bid shall be addressed to the address of Bidder below.
- 14. Terms used in this Bid which are defined in the General Conditions or Instructions to Bidders will have the same meanings indicated in the General Conditions or Instructions to Bidders.

SUBMITTED on: APRIL 17, _____, 2020.

By: BRIAN J. GONSOZ Title: GENERAL MANAGER

Bidder: HUBERT E. BUTLER CONST. CO., LLC

Address: 984 PORTLAND-COBALT RD.

PORTLAND, CT 06480

SEAL – if Bid is by a Corporation

BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

HUBERT E. BUTLER CONSTRUCTION
984 PORTLAND COBALT ROAD
PORTLAND, CT 06480

SURETY (Name and Address of Principal Place of Business):

HARCO NATIONAL INSURANCE COMPANY
702 OBERLIN ROAD
RALEIGH, NC 27605

OWNER (Name and Address):

TOWN OF EAST HAMPTON
20 EAST HIGH STREET
EAST HAMPTON, CT 06424

BID

Bid Due Date: **APRIL 17, 2020**

Project (Brief Description Including Location):

LAKE POCOTOPAUG - WATERSHED IMPROVEMENTS

BOND

Bond Number:

Date (Not later than Bid due date):

Penal sum FIVE PERCENT OF ATTACHED BID
(Words)

5% OF ATTACHED BID
(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

HUBERT E. BUTLER CONSTRUCTION)
Bidder's Name and Corporate Seal

By: [Signature]
Signature and Title GEN. MANAGER

Attest: [Signature]
Signature and Title

HARCO NATIONAL INSURANCE COMPANY)
Surety's Name and Corporate Seal

By: [Signature]
Signature and Title
(Attach Power of Attorney)

SEBASTIAN RODO, ATTORNEY-IN FACT

Attest: [Signature]
Signature and Title
NANCY TALBOT-FRICKMAN

Note: Above addresses are to be used for giving required notice.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY**

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

NANCY TALBOT-FRICKMAN, SEBASTIAN RODO, RUSTIE CROSSMAN

Mystic, CT

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2018



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, April 17, 2020

A00042

Irene Martins, Assistant Secretary

NON-COLLUSION AFFIDAVIT OF BIDDER

State of: CONNECTICUT)
PORTLAND) SS:
County of: MIDDLESEX)

BRIAN J. GOMBOTZ ; being first duly sworn, deposes and says that:

- 1.) He is the owner, partner, officer, representative or agent of the Bidder that has submitted the attached Bid:
- 2.) He is fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances regarding such Bid:
- 3.) Such Bid is genuine and is not a collusive or sham Bid:
- 4.) Neither the said Bidder nor any of its officers, partners, owner, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage with the Town of East Hampton or any person interested in the proposed Contract.
- 5.) The price quoted in the attached Bid is fair and proper and is not tainted by collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest.

Signed: [Signature]

Title: GENERAL MANAGER

Subscribed and sworn before me this 17th day of April, 2020.

Notary Public: [Signature]

My Commission expires 5-31-2024



**Prepared by and Upon
Recording Please Return To:**

DRAINAGE EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That Princess Pocotopaug Association, Inc. a Connecticut non-stock corporation, having an address at P.O. Box 41, East Hampton, CT (hereinafter referred to as “Grantor”) for consideration of One Dollar (\$1.00) and other good and valuable consideration received to its full satisfaction does give, grant, bargain, and sell and confirm upon the Town of East Hampton (hereinafter referred to as “Grantee”), its successors and assigns in perpetuity, a perpetual water drainage right-of-way and easement (the “Easement”), under, over and across portions of land owned by the Grantor located at Map 09A/Block 70C/Lot 12, being more particularly shown and described on a plan entitled “Stormwater Retrofit – Project #033-2019” prepared by Trinkaus Engineering, LLC dated 11/10/19 (said area being hereinafter referred to as the “Easement Area”), which map is on File in the Town of East Hampton at Volume _____, Page _____.

The purpose of said Easement is to allow for the construction, installation, and maintenance of a Low Impact Development drainage structure as shown on the aforementioned Plan in order to provide for storm water treatment to protect the water quality of Lake Pocotopaug.

Within the aforementioned Easement Area, the Grantee shall have a full and perpetual right privilege and easement to enter upon the said Easement Area by its officers, employees, servants and agents, for the purpose of accessing upon over, under and across said Easement Area, together with the further right, privilege and easement to flow water through the drainage facilities as shown within the Easement Area on said map, including:

1. The right to construct a drainage structure as shown on the aforementioned plan;
2. The right to drain surface water for storm drainage purposes into the drainage structure from South Wangonk Trail and adjacent areas;
3. The right to trim, cut, clear and otherwise remove trees, limbs, branches, and underbrush from the Easement Area which may interfere with the exercise of the rights granted hereunder; and
4. The duty and obligation to maintain the drainage Easement Area, at the Grantee’s sole cost and expense, so that it functions properly and is presentable, and to restore disturbed areas to as near their former appearance as reasonably possible.

The Grantor reserves to itself, its successors, and assigns in perpetuity, the right to continue to use the land within the aforesaid Easement Area for any uses and purposes which shall not interfere with the use thereof or the rights of the Grantee in fulfilling the purpose for which this easement is granted.

It is expressly provided that the Grantor further covenants with Grantee that is lawfully seized and possessed of the property described above and has a good and lawful right to convey it, or any part thereof and that the granting of this easement shall be binding upon the Grantor and unto its successors and that no agreement or understanding varying or extending the same shall be binding upon either party hereto unless the same be in writing, and duly signed. This Easement shall be binding upon the successors and assigns of the parties hereto and shall run with the land.

The Grantee, by its signature below, (1) covenants and agrees to maintain the Easement Area and all facilities and installations made therein by the Grantee, in good order and repair and in a safe and sanitary manner, all at its sole cost and expense.

No Further Text On This Page – Signature Page Follows

IN WITNESS WHEREOF, the Grantor has executed this Easement as of the _____ day of _____, 2020.

GRANTOR:
PRINCESS POCOTOPAUG ASSOCIATION, INC.

Name:

By: _____

Its
Duly Authorized

Name:

STATE OF CONNECTICUT)
) ss:
COUNTY OF)

On this the ____ day of _____, 2020, before me, the undersigned officer, personally appeared _____, who acknowledged herself/himself to be the _____ of **the PRINCESS POCOTOPAUG ASSOCIATION, INC.**, a non-stock corporation organized and existing under the laws of the State of Connecticut and that he/she as such and being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself/himself as such.

IN WITNESS WHEREOF, I hereunto set my hand.

Commissioner of the Superior Court
Notary Public
My Commission Expires:

IN WITNESS WHEREOF, the Grantee has executed this Easement as of the _____ day
of _____, 2020.

GRANTEE:
TOWN OF EAST HAMPTON

Name: By: _____

Name: Its
Duly Authorized

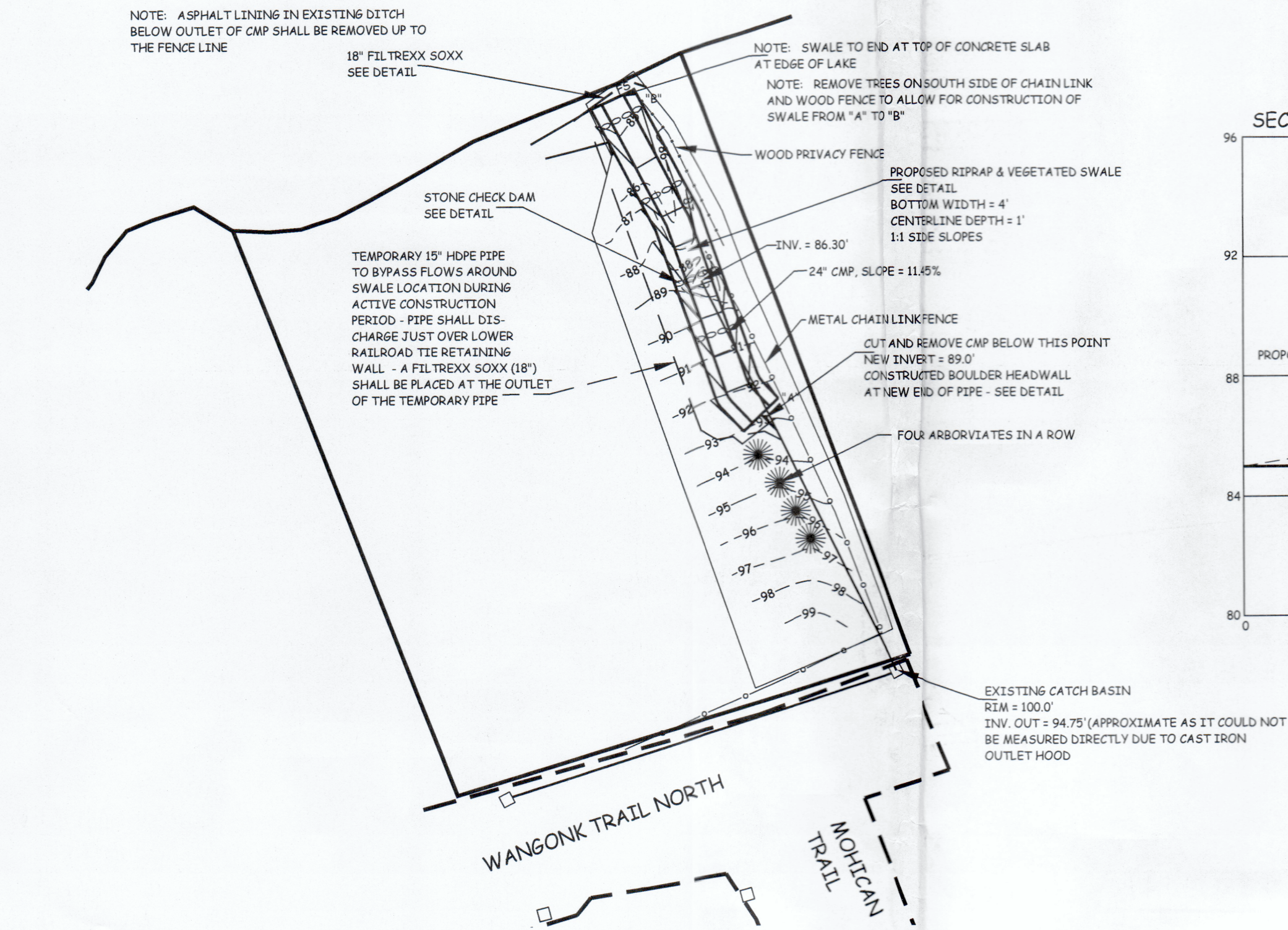
STATE OF CONNECTICUT)
) ss:
COUNTY OF)

On this the ____ day of _____, 2020, before me, the undersigned officer, personally
appeared _____, who acknowledged herself/himself to be the
_____ of **the TOWN OF EAST HAMPTON**, a municipal corporation organized and
existing under the laws of the State of Connecticut and that he/she as such and being duly authorized so to
do, executed the foregoing instrument for the purposes therein contained by signing the name of the
municipal corporation by herself/himself as such.

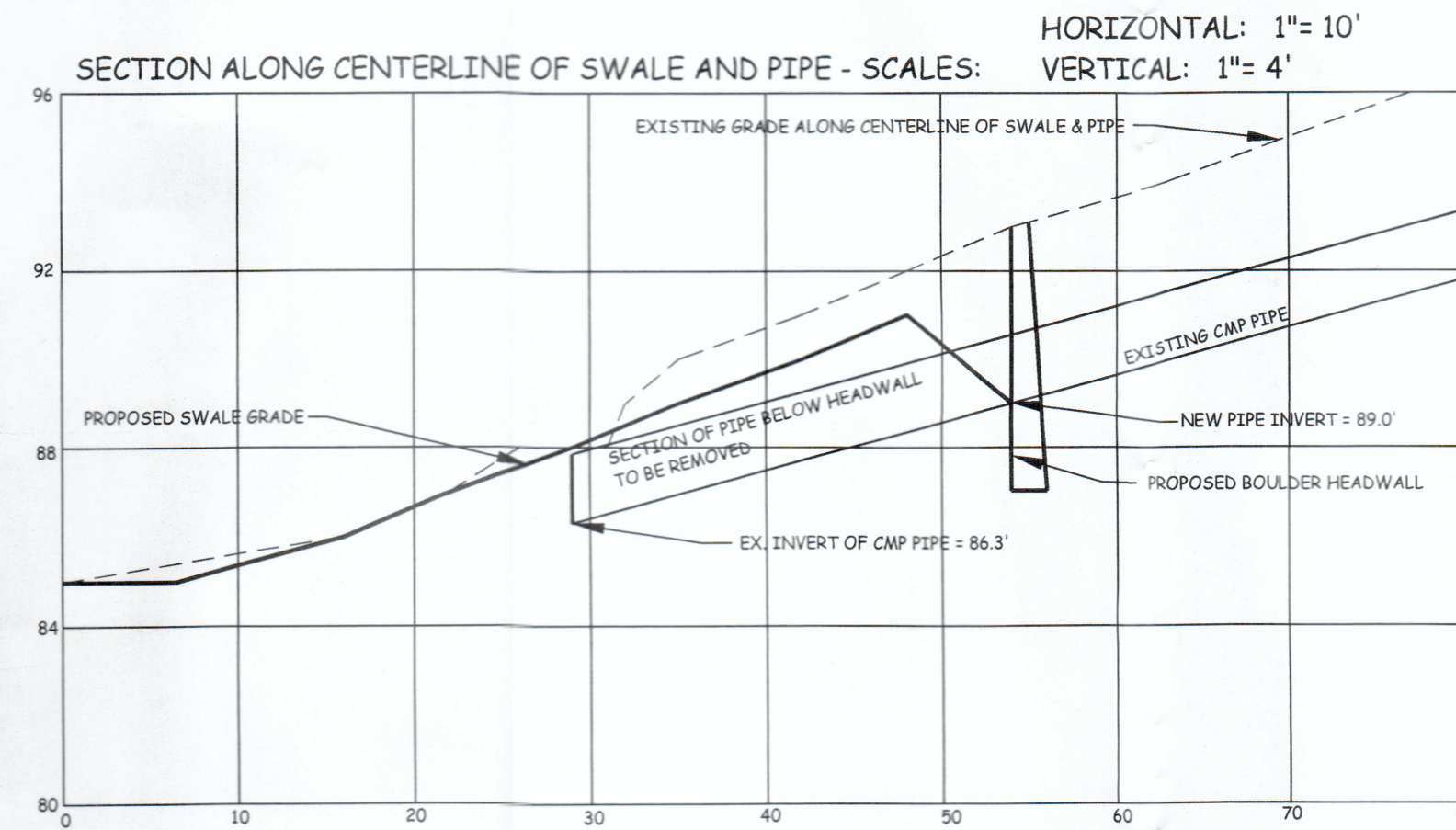
IN WITNESS WHEREOF, I hereunto set my hand.

Commissioner of the Superior Court
Notary Public
My Commission Expires:

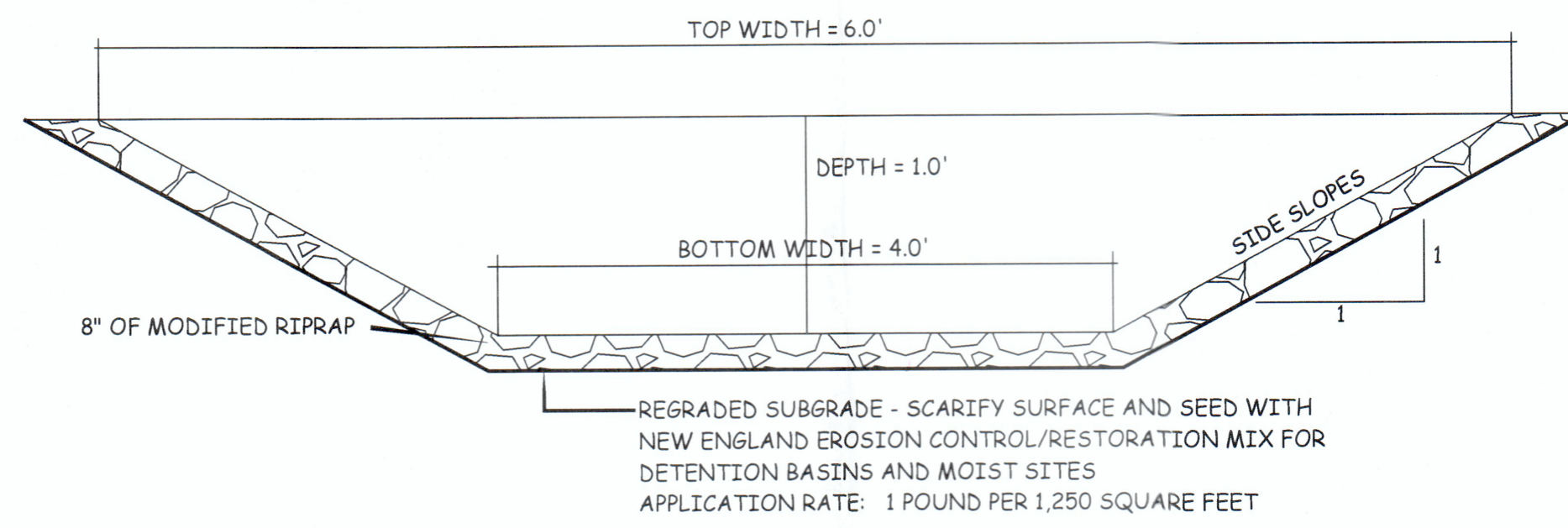
NOTE: APPROXIMATE 31,000 SQUARE FEET OF PAVEMENT WILL BE TREATED BY THE WET SWALE RETROFIT.



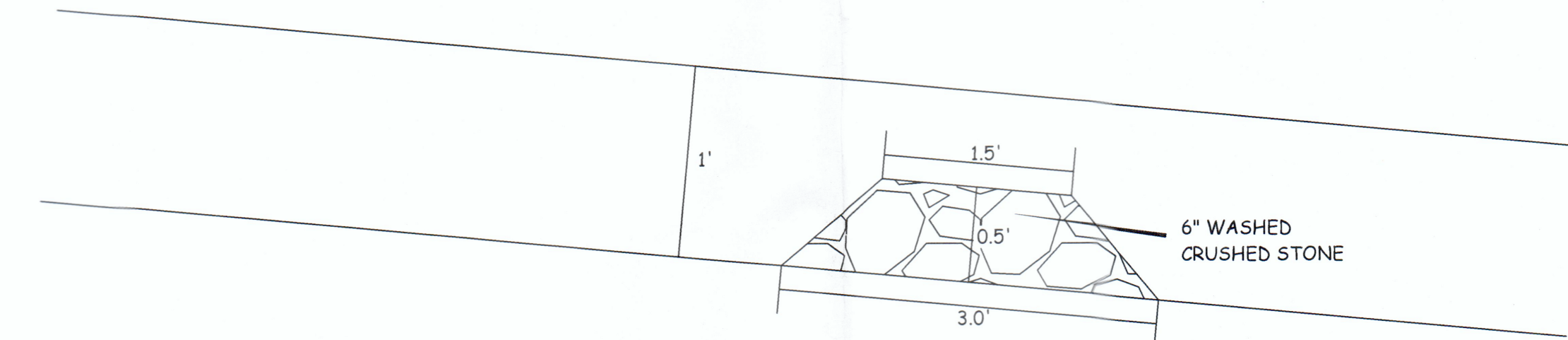
NOTE: THE UPSLOPE JUST AFTER THE END OF THE PIPE WILL CREATE A SLIGHT BACKWATER CONDITION IN THE PIPE WHICH WILL NOT AFFECT THE HYDRAULIC CAPACITY OF THE PIPE. IT WILL ALSO HAVE THE EFFECT OF SIGNIFICANTLY REDUCING OUTLET VELOCITIES FROM THE PIPE.



NOTE: VEGETATION WILL GROW UP THROUGH RIPRAP TO WHICH WILL SOFTEN THE PRESENCE OF RIPRAP. THE VEGETATION WILL ALSO IMPROVE THE WATER QUALITY TREATMENT OF THE RUNOFF



TYPICAL CROSS SECTION OF RIPRAP/VEGETATED SWALE NOT TO SCALE



CROSS SECTION OF STONE CHECK DAM IN SWALE NOT TO SCALE

- New England Erosion Control/Restoration Mix For Detention Basins and Moist Sites
 820 WEST STREET, AMHERST, MA 01002
 PHONE: 413-548-8000 FAX 413-549-4000
 EMAIL: INFO@NEWP.COM WEB ADDRESS: WWW.NEWP.COM
 Elymus riparius Riverbank Wild Rye FACW
 Schizachyrium scoparium Little Bluestem FACU
 Festuca rubra Red Fescue FACU
 Andropogon gerardii Big Bluestem FAC
 Panicum virgatum Switch Grass FAC
 Vernonia noveboracensis New York Ironweed FACW+
 Agrostis perennans Upland Bentgrass FACU
 Bidens frondosa Beggar Ticks FACW
 Eupatorium maculatum (Eutrochium maculatum) Spotted Joe Pye Weed OBL
 Eupatorium perfoliatum Boneset FACW
 Aster novae-angliae (Symphyotrichum novae-anglia New England Aster FACW) Scirpus cyperinus Wool Grass FACW
 Juncus effusus Soft Rush FACW+

The New England Erosion Control/Restoration Mix for Detention Basins and Moist Sites contains a selection of native grasses and wildflowers designed to colonize generally moist, recently disturbed sites where quick growth of vegetation is desired to stabilize the soil surface. It is an appropriate seed mix for ecologically sensitive restorations that require stabilization as well as long-term establishment of native vegetation. This mix is particularly appropriate for detention basins that do not hold standing water. Many of the plants in this mix can tolerate infrequent inundation, but not constant flooding. The mix may be applied by hand, by mechanical spreader, or by hydroseeder. After sowing, lightly rake, roll or cultipack to insure good seed-to-soil contact. Best results are obtained with a Spring or late Summer seeding. Late Fall and Winter dormant seeding requires an increase in the application rate. A light mulching of clean, weed-free straw is recommended

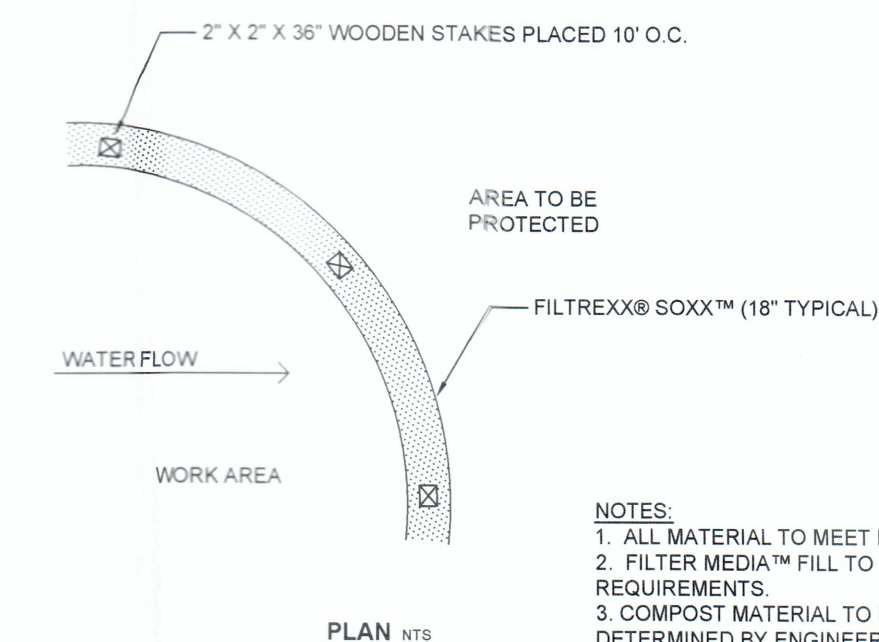
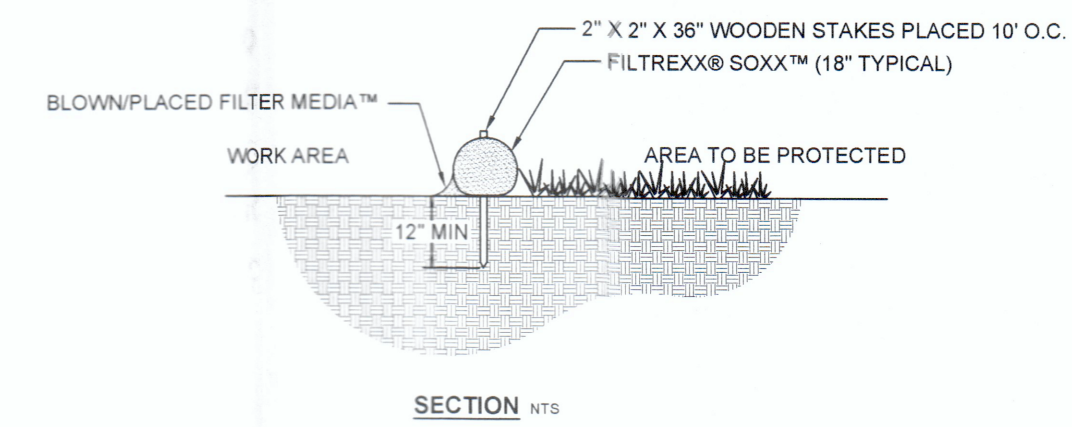
CONSTRUCTION SEQUENCE:

1. REMOVE TREES AND BRUSH ON SOUTH SIDE OF CHAIN LINK AND/OR WOOD FENCE FROM POINT "A" TO POINT "B".
2. INSTALL 18" FILTREXX SOXX AT BOTTOM OF EXISTING DITCH JUST ABOVE CONCRETE SLAB AND IN ACCORD WITH DETAIL SHOWN ON THIS PLAN.
3. UNCOVER EXISTING DRAINAGE PIPE FROM INVERT TO POINT WHERE IT SHALL BE CUT. CUT EXISTING CMP AND REMOVE WESTERN PORTION OF THE CMP.
4. INSTALL TEMPORARY BY-PASS PIPE AS SHOWN ON THE PLAN SO THAT SWALE WORK CAN BE DONE IN DRY ENVIRONMENT.
5. CONSTRUCT BOULDER HEADWALL AT NEW END OF PIPE IN ACCORDANCE WITH DETAIL SHOWN ON THIS PLAN.
6. INSTALL RIPRAP/VEGETATED SWALE PER THE CROSS SECTION ON THIS PLAN. REMOVE ASPHALT FROM EXISTING DITCH, AS WELL AS ROOTS OR LARGE STONES. AFTER SWALE HAS BEEN GRADED TO REQUIRED SUBGRADE, SCARIFY GROUND SURFACE WITH GARDEN RAKE, THEN SEED WITH SEED MIXTURE SHOWN ON THIS PLAN.
7. INSTALL MODIFIED RIPRAP USING HYDRAULIC EXCAVATOR AND HAND PLACEMENT. USE EXCAVATOR TO PUSH STONES INTO GROUND SURFACE.
8. INSTALL STONE CHECK DAMS PER THE PLAN AND DETAIL.
9. THE SEED MIXTURE SHALL BE WATERED AT THIS TIME TO HELP WITH GERMINATION. THE FILTREXX SOXX SHALL REMAIN IN PLACE UNTIL VEGETATION BECOMES ESTABLISHED WITHIN THE SWALE.

MAINTENANCE REQUIREMENTS:

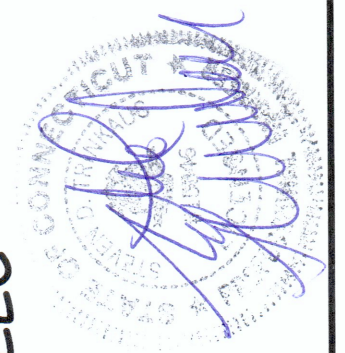
1. MAINTAIN HEIGHT OF VEGETATION WITHIN RIPRAP SWALE AT 12" TO 18". WEED WACK AS NECESSARY TO MAINTAIN THIS HEIGHT.
2. CUT ALL VEGETATION BACK WITHIN SWALE TO HEIGHT OF 6" ABOVE THE STONE SURFACE AT THE END OF THE NOVEMBER. RAKE CUTTINGS OUT OF SWALE AND PLACE IN ADJACENT UPLAND AREA TO DECOMPOSE.

NOTE: EXISTING TOPOGRAPHIC INFORMATION AND LOCATION OF EXISTING DRAINAGE SYSTEM WAS LOCATED IN THE FIELD BY RKW LAND SURVEYING.
 NOTE: APPROXIMATE PROPERTY LINES & TRAVEL WAY TAKEN FROM TOWN OF EAST HAMPTON GIS SYSTEM AND ARE SUBJECT TO FIELD VERIFICATION



NOTES:
 1. ALL MATERIAL TO MEET FILTREXX® SPECIFICATIONS.
 2. FILTER MEDIA™ FILL TO MEET APPLICATION REQUIREMENTS.
 3. COMPOST MATERIAL TO BE DISPERSED ON SITE, AS DETERMINED BY ENGINEER.

FILTREXX® SEDIMENT CONTROL
 NTS



TRINKA.US ENGINEERING, LLC
 CIVIL ENGINEERS
 114 HUNTERS RIDGE ROAD
 SOUTHURY, CONNECTICUT 06488
 203-264-4958 (phone & fax)
 Email: strinka.us@earthlink.net
 Website: <http://www.trinka.usengineering.com>



STORMWATER RETROFIT

PROJECT #033-2019

SCALE: 1" = 20'

DATE: 11/10/19

PREPARED FOR
 TOWN OF EAST HAMPTON
 WANGONK TRAIL
 EAST HAMPTON - CONNECTICUT

**Prepared by and Upon
Recording Please Return To:**

DRAINAGE EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That Princess Pocotopaug Association, Inc. a Connecticut non-stock corporation, having an address at P.O. Box 41, East Hampton, CT (hereinafter referred to as “Grantor”) for consideration of One Dollar (\$1.00) and other good and valuable consideration received to its full satisfaction does give, grant, bargain, and sell and confirm upon the Town of East Hampton (hereinafter referred to as “Grantee”), its successors and assigns in perpetuity, a perpetual water drainage right-of-way and easement (the “Easement”), under, over and across portions of land owned by the Grantor located at Map 09A/Block 70C/Lot 48, being more particularly shown and described on a plan entitled “Stormwater Retrofit – Project #033-2019” prepared by Trinkaus Engineering, LLC dated 11/10/19 (said area being hereinafter referred to as the “Easement Area”), which map is on File in the Town of East Hampton at Volume _____, Page_____.

The purpose of said Easement is to allow for the construction, installation, and maintenance of a Low Impact Development drainage structure as shown on the aforementioned Plan in order to provide for storm water treatment to protect the water quality of Lake Pocotopaug.

Within the aforementioned Easement Area, the Grantee shall have a full and perpetual right privilege and easement to enter upon the said Easement Area by its officers, employees, servants and agents, for the purpose of accessing upon over, under and across said Easement Area, together with the further right, privilege and easement to flow water through the drainage facilities as shown within the Easement Area on said map, including:

1. The right to construct a drainage structure as shown on the aforementioned plan;
2. The right to drain surface water for storm drainage purposes into the drainage structure from Mohican and Wangonk Trails and adjacent areas;
3. The right to trim, cut, clear and otherwise remove trees, limbs, branches, and underbrush from the Easement Area which may interfere with the exercise of the rights granted hereunder; and
4. The duty and obligation to maintain the drainage Easement Area, at the Grantee’s sole cost and expense, so that it functions properly and is presentable, and to restore disturbed areas to as near their former appearance as reasonably possible.

The Grantor reserves to itself, its successors, and assigns in perpetuity, the right to continue to use the land within the aforesaid Easement Area for any uses and purposes which shall not interfere with the use thereof or the rights of the Grantee in fulfilling the purpose for which this easement is granted.

It is expressly provided that the Grantor further covenants with Grantee that is lawfully seized and possessed of the property described above and has a good and lawful right to convey it, or any part thereof and that the granting of this easement shall be binding upon the Grantor and unto its successors and that no agreement or understanding varying or extending the same shall be binding upon either party hereto unless the same be in writing, and duly signed. This Easement shall be binding upon the successors and assigns of the parties hereto and shall run with the land.

The Grantee, by its signature below, (1) covenants and agrees to maintain the Easement Area and all facilities and installations made therein by the Grantee, in good order and repair and in a safe and sanitary manner, all at its sole cost and expense.

No Further Text On This Page – Signature Page Follows

IN WITNESS WHEREOF, the Grantor has executed this Easement as of the _____ day of _____, 2020.

**GRANTOR:
PRINCESS POCOTOPAUG ASSOCIATION, INC.**

Name:

By: _____

Name:

Its
Duly Authorized

STATE OF CONNECTICUT)
) ss:
COUNTY OF)

On this the ____ day of _____, 2020, before me, the undersigned officer, personally appeared _____, who acknowledged herself/himself to be the _____ of the **PRINCESS POCOTOPAUG ASSOCIATION, INC.**, a non-stock corporation organized and existing under the laws of the State of Connecticut and that he/she as such and being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself/himself as such.

IN WITNESS WHEREOF, I hereunto set my hand.

Commissioner of the Superior Court
Notary Public
My Commission Expires:

IN WITNESS WHEREOF, the Grantee has executed this Easement as of the _____ day of _____, 2020.

**GRANTEE:
TOWN OF EAST HAMPTON**

Name:

By: _____

Name:

Its
Duly Authorized

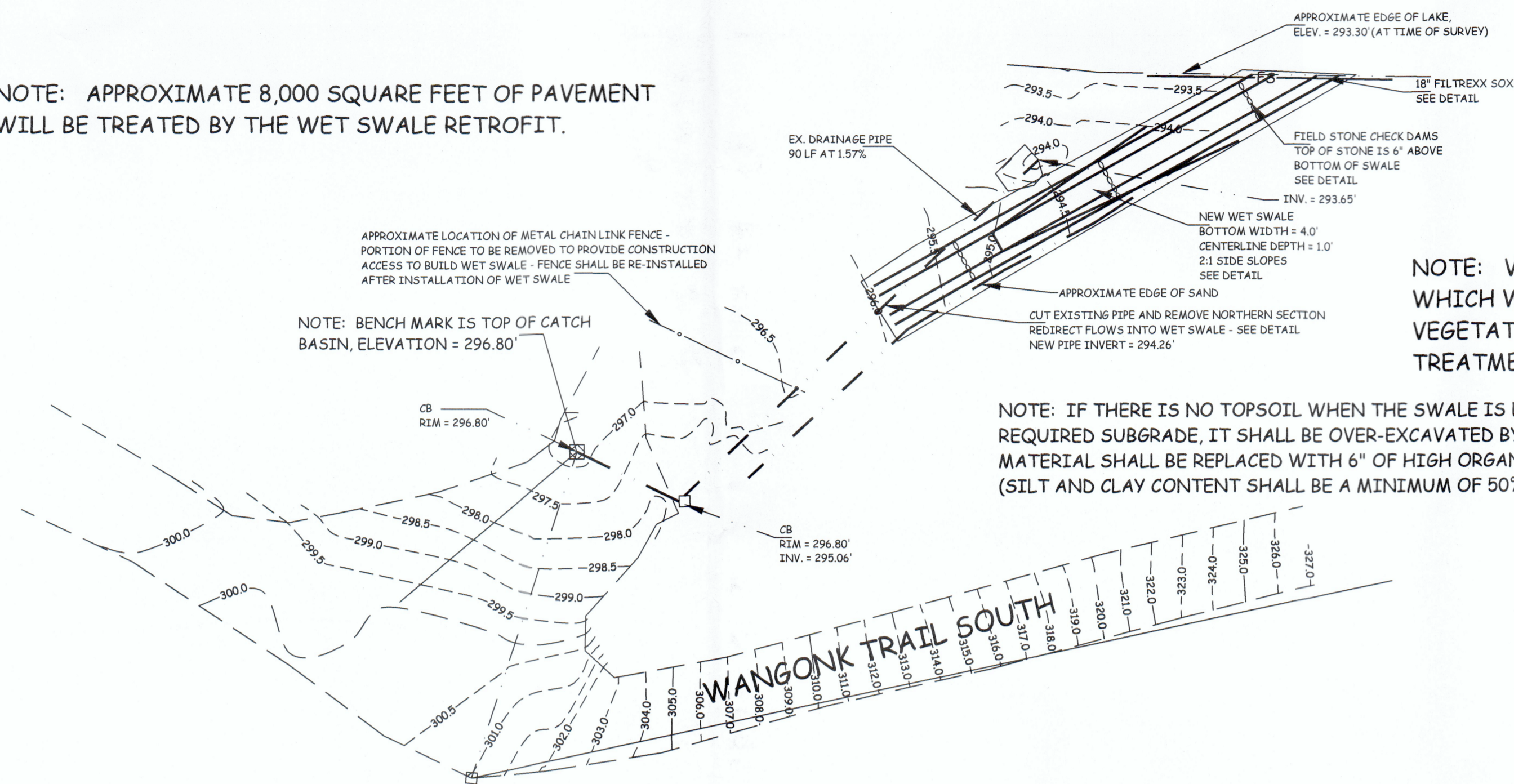
STATE OF CONNECTICUT)
) ss:
COUNTY OF)

On this the ____ day of _____, 2020, before me, the undersigned officer, personally appeared _____, who acknowledged herself/himself to be the _____ of **the TOWN OF EAST HAMPTON**, a municipal corporation organized and existing under the laws of the State of Connecticut and that he/she as such and being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the municipal corporation by herself/himself as such.

IN WITNESS WHEREOF, I hereunto set my hand.

Commissioner of the Superior Court
Notary Public
My Commission Expires:

NOTE: APPROXIMATE 8,000 SQUARE FEET OF PAVEMENT WILL BE TREATED BY THE WET SWALE RETROFIT.

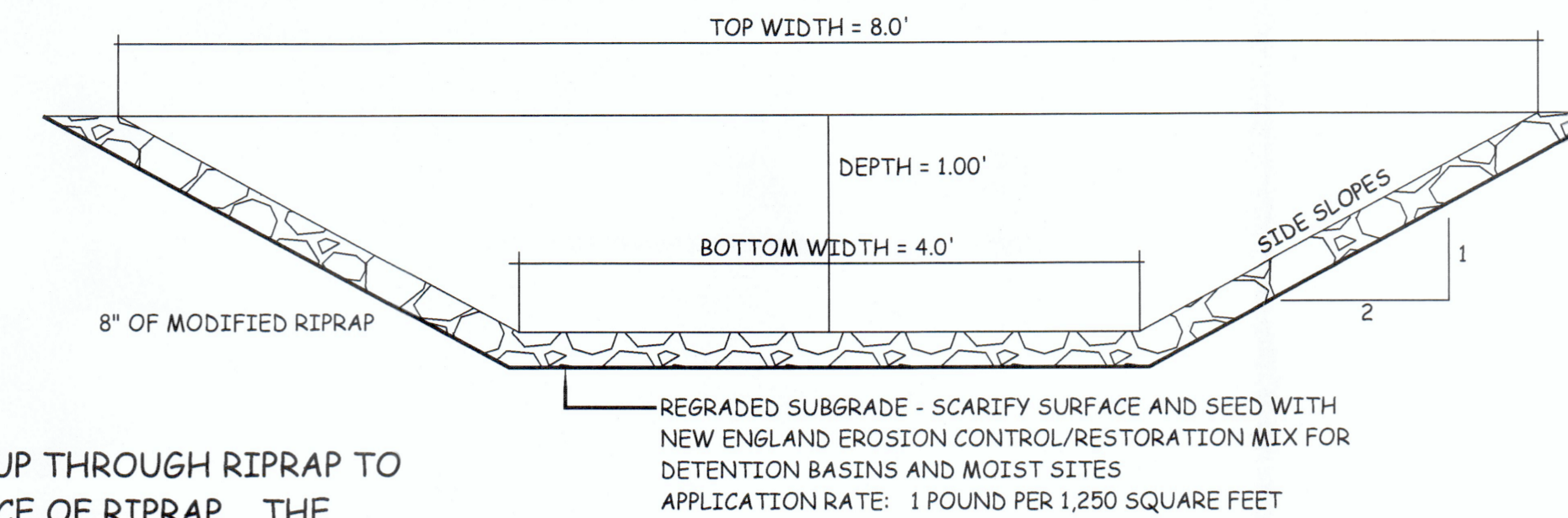


APPROXIMATE LOCATION OF METAL CHAIN LINK FENCE - PORTION OF FENCE TO BE REMOVED TO PROVIDE CONSTRUCTION ACCESS TO BUILD WET SWALE - FENCE SHALL BE RE-INSTALLED AFTER INSTALLATION OF WET SWALE

NOTE: BENCH MARK IS TOP OF CATCH BASIN, ELEVATION = 296.80'

NOTE: IF THERE IS NO TOPSOIL WHEN THE SWALE IS EXCAVATED TO THE REQUIRED SUBGRADE, IT SHALL BE OVER-EXCAVATED BY 6" AND THE EXCAVATED MATERIAL SHALL BE REPLACED WITH 6" OF HIGH ORGANIC CONTENT TOPSOIL (SILT AND CLAY CONTENT SHALL BE A MINIMUM OF 50% OF THE TOPSOIL MATERIAL.)

NOTE: VEGETATION WILL GROW UP THROUGH RIPRAP TO WHICH WILL SOFTEN THE PRESENCE OF RIPRAP. THE VEGETATION WILL ALSO IMPROVE THE WATER QUALITY TREATMENT OF THE RUNOFF



TYPICAL CROSS SECTION OF RIPRAP/VEGETATED SWALE NOT TO SCALE

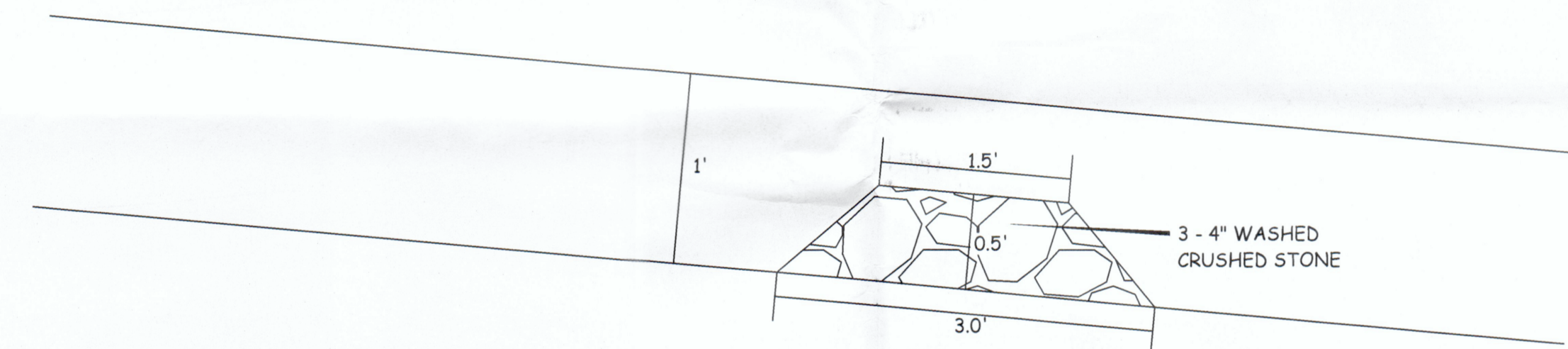
CONSTRUCTION SEQUENCE:

1. UNCOVER NORTHERN SECTION OF DRAINAGE PIPE TO POINT WHERE IT SHALL BE CUT.
2. CUT PIPE AND REMOVE NORTHERN PORTION.
3. INSTALL 18" FILTREXX SOXX IN TWO LOCATIONS SHOWN ON THE PLAN AND IN ACCORD WITH THE DETAIL ON THIS PLAN.
4. USING A HYDRAULIC EXCAVATOR, REMOVE SOIL TO CREATE SUBBASE FOR SWALE (12" BELOW FINISH GRADES SHOWN ON PLAN). SHAPE SIDE SLOPES AND GRADING BEYOND THE LIMIT OF THE SWALE PER THE PLAN.
5. AFTER THIS GRADING HAS BEEN DONE, SCARIFY THE SOIL ON THE BOTTOM AND SIDE SLOPES OF THE SWALE. APPLY SEED MIXTURE FROM NEW ENGLAND WETLAND PLANTS AS SPECIFIED ON THIS PLAN.
6. PLACE MODIFIED RIPRAP BY HAND ON THE BOTTOM OF THE SWALE AND SIDE SLOPES, STARTING AT THE LOWEST END AND WORKING UP TO THE EDGE OF THE FORMER LEVEL SPREADER.
7. AFTER THE RIPRAP HAS BEEN PLACED, THE EXCAVATOR BUCKET SHALL BE USED TO PRESS THE STONES INTO THE SOIL SURFACE.
8. THE SEED MIXTURE SHALL BE WATERED AT THIS TIME TO HELP WITH GERMINATION. THE FILTREXX SOXX SHALL REMAIN IN PLACE UNTIL VEGETATION BECOMES ESTABLISHED WITHIN THE SWALE.
9. ONCE THE VEGETATION HAS BECOME ESTABLISHED IN THE SWALE, THE FILTREXX SOXX AT THE TOP OF THE SWALE SHALL REMOVED SO FLOWS FROM THE FORMER LEVEL SPREADER WILL NOW FLOW DOWN THE NEWLY CREATED SWALE. THE FILTREXX SOXX AT THE BOTTOM OF THE SWALE SHALL REMAIN IN PLACE AS AN ADDITIONAL FILTER AS IT WILL BECOME VEGETATED OVER TIME.

MAINTENANCE REQUIREMENTS:

1. MAINTAIN HEIGHT OF VEGETATION WITHIN RIPRAP SWALE AT 12" TO 18". WEED WACK AS NECESSARY TO MAINTAIN THIS HEIGHT.
2. CUT ALL VEGETATION BACK WITHIN SWALE TO HEIGHT OF 6" ABOVE THE STONE SURFACE AT THE END OF THE NOVEMBER. RAKE CUTTINGS OUT OF SWALE AND PLACE IN ADJACENT UPLAND AREA TO DECOMPOSE.

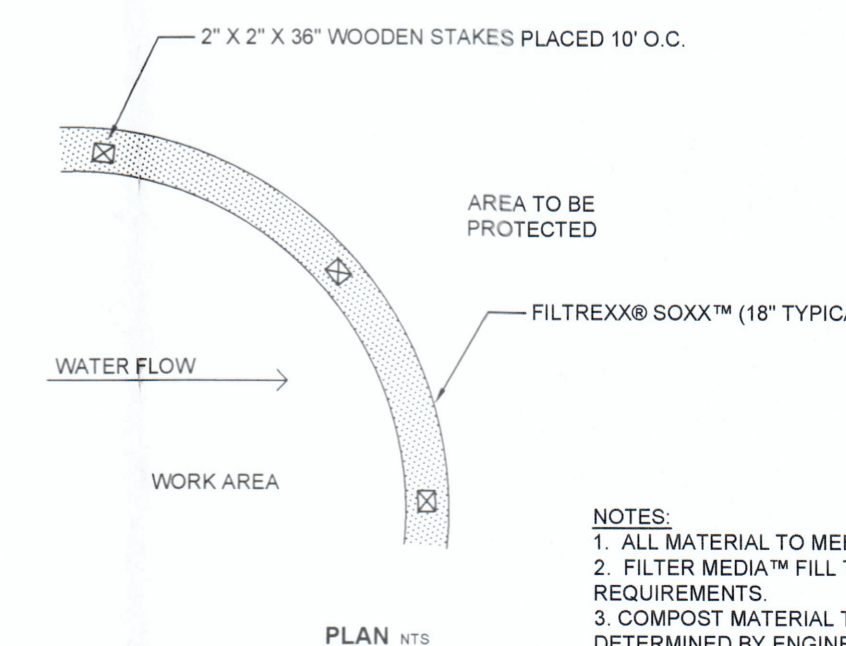
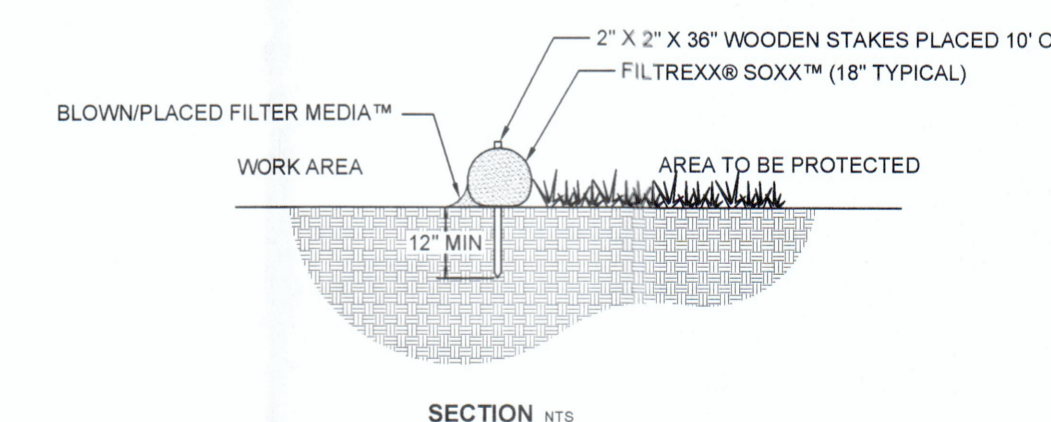
NOTE: EXISTING TOPOGRAPHIC INFORMATION AND LOCATION OF EXISTING DRAINAGE SYSTEM WAS LOCATED IN THE FIELD BY RKW LAND SURVEYING.



CROSS SECTION OF STONE CHECK DAM IN WET SWALE NOT TO SCALE

- New England Erosion Control/Restoration Mix For Detention Basins and Moist Sites
 820 WEST STREET, AMHERST, MA 01002
 PHONE: 413-548-8000 FAX 413-549-4000
 EMAIL: INFO@NEWP.COM WEB ADDRESS: WWW.NEWP.COM
 Elymus riparius Riverbank Wild Rye FACW
 Schizachyrium scoparium Little Bluestem FACU
 Festuca rubra Red Fescue FACU
 Andropogon gerardii Big Bluestem FAC
 Panicum virgatum Switch Grass FAC
 Vernonia noveboracensis New York Ironweed FACW+
 Agrostis perennans Upland Bentgrass FACU
 Bidens frondosa Beggar Ticks FACW
 Eupatorium maculatum (Eutrochium maculatum) Spotted Joe Pye Weed OBL
 Eupatorium perfoliatum Boneset FACW
 Aster novae-angliae (Symphyotrichum novae-anglia New England Aster FACW
 Scirpus cyperinus Wool Grass FACW
 Juncus effusus Soft Rush FACW+

The New England Erosion Control/Restoration Mix for Detention Basins and Moist Sites contains a selection of native grasses and wildflowers designed to colonize generally moist, recently disturbed sites where quick growth of vegetation is desired to stabilize the soil surface. It is an appropriate seed mix for ecologically sensitive restorations that require stabilization as well as long-term establishment of native vegetation. This mix is particularly appropriate for detention basins that do not hold standing water. Many of the plants in this mix can tolerate infrequent inundation, but not constant flooding. The mix may be applied by hand, by mechanical spreader, or by hydroseeder. After sowing, lightly rake, roll or cultipack to insure good seed-to-soil contact. Best results are obtained with a Spring or late Summer seeding. Late Fall and Winter dormant seeding requires an increase in the application rate. A light mulching of clean, weed-free straw is recommended



- NOTES:
 1. ALL MATERIAL TO MEET FILTREXX® SPECIFICATIONS.
 2. FILTER MEDIA™ FILL TO MEET APPLICATION REQUIREMENTS.
 3. COMPOST MATERIAL TO BE DISPERSED ON SITE, AS DETERMINED BY ENGINEER.

FILTREXX® SEDIMENT CONTROL NTS

STORMWATER RETROFIT

PROJECT #033-2019
 SCALE: 1" = 20'
 DATE: 11/10/19

PREPARED FOR
 TOWN OF EAST HAMPTON
 SOUTH WANGONK TRAIL
 EAST HAMPTON - CONNECTICUT



TRINKAUS ENGINEERING, LLC
 CIVIL ENGINEERS
 114 HUNTERS RIDGE ROAD
 SOUTHURY, CONNECTICUT 06488
 203-264-4558 (phone & fax)
 Email: strinkap@earthlink.net
 Website: http://www.trinkaengineering.com

DRAINAGE EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That BEACH ROAD ASSOCIATION of East Hampton, Connecticut (hereinafter referred to as "Grantor") for consideration of zero dollars does give, grant, bargain, and sell and confirm upon the Town of East Hampton (hereinafter referred to as "Grantee"), its successors and assigns in perpetuity, a perpetual water drainage right-of-way and easement, as is hereinafter described.

Said right-of-way and easement is shown and designated as "Drainage Easement Area in Favor of the Town of East Hampton" on property on Sears Place, known as Map 04A Block 63 Lot 1 on the East Hampton Assessors Map, and more particularly bound and described on a Plan entitled "Stormwater Retrofit – Project #007-2020", by Trinkaus Engineering, LLC on File in the Town of East Hampton at Volume _____, Page_____.

The purpose of said easement is to allow for the construction, installation, and maintenance of a Low Impact Development drainage structure as shown on the aforementioned Plan in order to provide for storm water treatment to protect the water quality of Lake Pocotopaug.

Within the aforementioned drainage easement area, which affects Map 04A Block 63 Lot 1 on the East Hampton Assessors Map, the Grantee shall have:

1. The right to construct a drainage structure as shown on the aforementioned plan;
2. The right to drain surface water for storm drainage purposes into the drainage structure from Sears Place and adjacent areas;
3. The right to trim, cut, clear and otherwise remove trees, limbs, branches, and underbrush from the easement area which may interfere with the exercise of the rights granted hereunder; and
4. The duty and obligation to maintain the drainage easement area so that it functions properly and is presentable, and to restore disturbed areas to as near their former appearance as reasonably possible.

The Grantor reserves to itself, its heirs, successors, and assigns in perpetuity, the right to continue to use the land within the aforesaid easement area for any uses and purposes which shall not interfere with the use thereof or the rights of the Grantee in fulfilling the purpose for which this easement is granted.

It is expressly provided that the granting of this easement shall be binding upon the Grantor and unto its successors and that no agreement or understanding varying or extending the same shall be binding upon either party hereto unless the same be in writing, and duly signed.

Signed this [DAY] day of [MONTH, YEAR]

STATE OF CONNECTICUT:

:ss. East Hampton

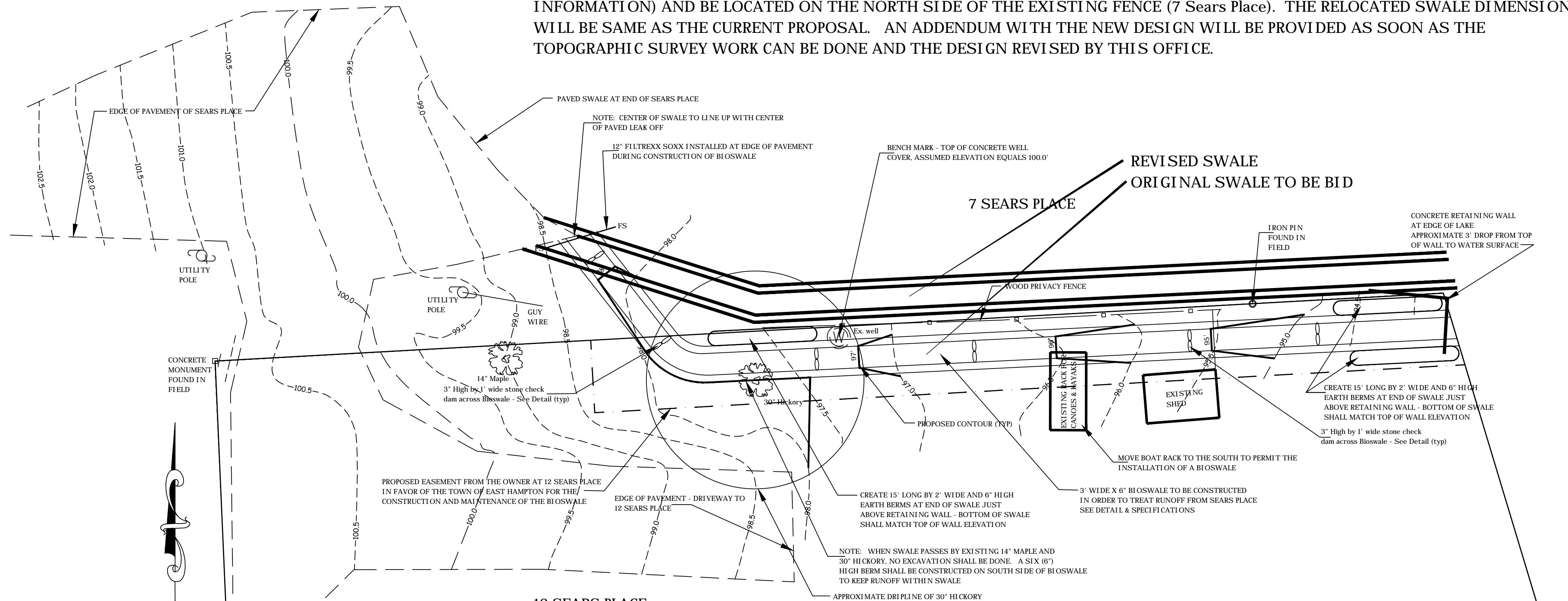
COUNTY OF MIDDLESEX:

Personally Appeared [OWNER], Signer of the forgoing Instrument, and acknowledged the same to be [his/her] free act and deed, before me.

Notary Public

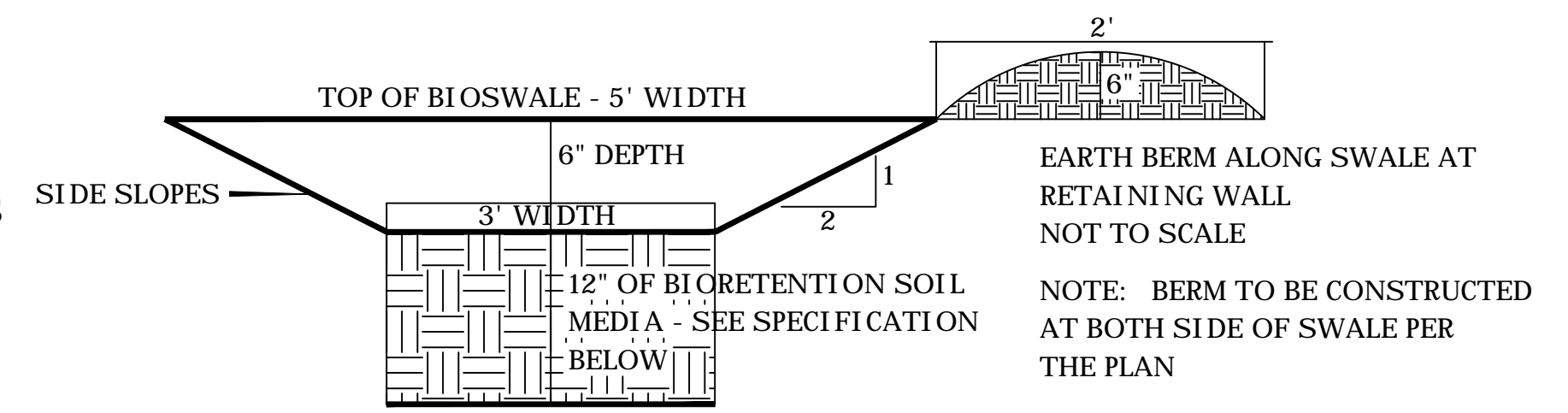
My Commission Expires: _____

NOTE: CONTRACTOR SHALL PREPARE BID FOR SWALE LOCATED ON SOUTH SIDE OF FENCE LINE (12 Sears Place) AS SHOWN IN LIGHTER LINE. THE SWALE LOCATION WILL BE REVISED (BASED UPON ADDITIONAL FIELD TOPOGRAPHIC SURVEY INFORMATION) AND BE LOCATED ON THE NORTH SIDE OF THE EXISTING FENCE (7 Sears Place). THE RELOCATED SWALE DIMENSIONS WILL BE SAME AS THE CURRENT PROPOSAL. AN ADDENDUM WITH THE NEW DESIGN WILL BE PROVIDED AS SOON AS THE TOPOGRAPHIC SURVEY WORK CAN BE DONE AND THE DESIGN REVISED BY THIS OFFICE.



12 SEARS PLACE
PROPERTY LINES REPRODUCED FROM TOWN OF EAST HAMPTON
GIS MAPPING

NOTE: THERE SHALL BE NO EXCAVATION WITHIN THE DRIPLINE OF THE 30" HICKORY. ONLY THE SLIGHT FILLING TO CREATE THE NORTH AND SOUTH EDGES OF THE SWALE SHALL BE PERMITTED. OUTSIDE THE DRIPLINE OF THE 30" HICKORY, EXCAVATION SHALL BE DONE FOR THE PLACEMENT OF THE BIORETENTION SOIL MEDIA.

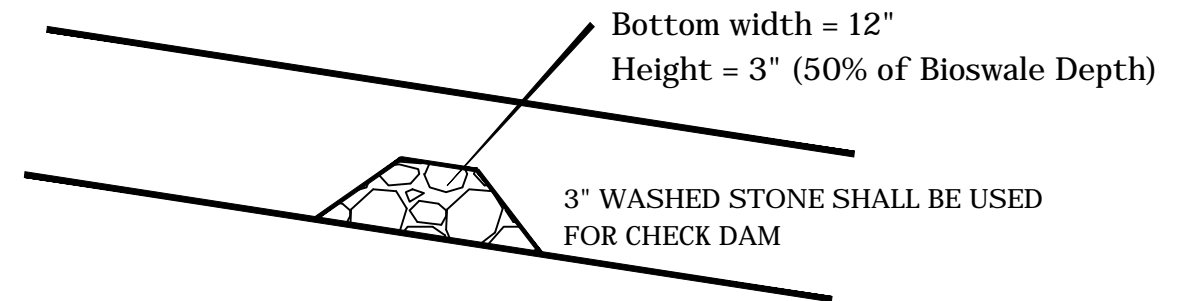


TYPICAL CROSS SECTION OF BIOSWALE NOT TO SCALE

COMPOSITION OF SOIL MEDIA FOR BIORETENTION SYSTEM:
WASHED CONCRETE COARSE SAND (85% by volume)
WELL DECOMPOSED LEAF COMPOST (11% by volume)
SANDY TOPSOIL OR LOAM (4% by volume)**
** TOPSOIL OR LOAM SHALL HAVE LESS THAN 2.0% CLAY CONTENT

SEED MIXTURE FOR BIOSWALE

- NEW ENGLAND CONSERVATION/WILDLIFE SEED MIXTURE BY NEW ENGLAND WETLAND PLANTS (www.newp.com):
 VIRGINIA WILD RYE
 LITTLE BLUESTEM
 BIG BLUESTEM
 RED FESCUE
 SWITCH GRASS
 PARTRIDGE PEA
 INDIAN GRASS
 SHOWY TICK TREFOLI
 BUTTERFLY MILKWEED
 BEGGAR TICKS
 PURPLE JOE PYE WEED
 BLACK EYED SUSAN
 HEATH (OR Hairy) ASTER
 EARLY GOLDENROD
 1 POUND PER 1,750 SQUARE FEET (APPLICATION RATE)



DETAIL OF FIELD STONE CHECK DAM IN BIOSWALE - NOT TO SCALE

CONSTRUCTION SEQUENCE FOR LOW IMPACT SUSTAINABLE DEVELOPMENT STORMWATER SYSTEMS:

1. Install Filtrexx Soxx at end of paved swale at the end of Sears Place.
2. Remove brush and small trees from the area of the proposed Bioswale. Shift existing boat rack to the south to permit the installation of the Bioswale.
3. Use mini-excavator to remove stumps from the woody vegetation which was removed. The stumps and other woody debris shall be removed from the site.
4. Use mini-excavator to excavate the area of the Bioswale to a depth of 1' below the finish ground elevation shown on the site plan, except for the area of the Bioswale which is located within the dripline of the 30' Oak tree. Existing grade will be maintain in this area and the 6" high berm will be constructed on the south side of the Bioswale as shown.
5. After the Bioswale has been excavated to the required subbase, the bottom of the Bioswale and vertical side walls shall be lightly raked with a metal garden rake to loosen any smeared soil. Any smeared soil shall be removed by hand shovel and placed outside the limit of the Bioswale.
6. The Bioretention soil media to be used in the Bioswale shall be placed in the Bioswale by the mini-excavator (excavator is not permitted within the limits of the Bioswale. The soil media shall be hand raked to be a uniform depth of 12" or so. The soil media shall be lightly compacted. After the soil media has been lightly compacted, the stone check dams shall be installed in those locations shown on the plans and in accordance with the detail shown on the plan.
7. The berms at the eastern end of the Bioswale shall be installed per the plan. All other disturbed areas outside the Bioswale shall be finished raked.
8. The Bioswale bottom, side slopes and other disturbed areas adjacent to the Bioswale shall be seeded with the seed mixture specified on this plan and covered with straw mulch. The areas shall be watered as necessary to ensure the germination of the seeds.
9. After vegetation has germinated and become established in and around the Bioswale, the Filtrexx Soxx at the end of the paved swale.

INITIAL MAINTENANCE REQUIREMENTS FOR BIOSWALE:

1. Water the seed mixture in the swales as needed to ensure the establishment of the vegetation.
2. Remove organic debris and leaves from the swales twice a year (late spring and late fall). Removed material shall be disposed of in a proper manner away from the lake area.

LONG TERM MAINTENANCE REQUIREMENTS FOR BIOSWALE:

1. System shall be inspected twice a year and non-native plants and weeds shall be removed as needed.
2. The perennial vegetation shall be cut back in Late October and the cut vegetation removed from the swale system and disposed off in a proper manner.
3. Accumulated leaves shall be removed from the swale system in the fall and spring as needed.
4. If there is visible accumulation of sediment on the surface of the soil media which is deeper than 1", then the accumulated sediment shall be removed by hand using a rake and shovel and disposed of away from the Bioswale. The surface of the Bioswale media shall be lightly raked to loosen the soil surface and restore the infiltrative surface by using a metal lawn rake so as not to disturb the healthy vegetation.

TRINKAUS ENGINEERING, LLC
 CIVIL ENGINEERS
 114 HUNTERS RIDGE ROAD
 SOUTHBRURY, CONNECTICUT 06488
 203-264-4558 (ph)
 Email: strinkaus@earthlink.net



STORMWATER RETROFIT

PROJECT #007-2020
 SCALE: 1" = 10'
 DATE: 2/20/2020

PREPARED FOR
 TOWN OF EAST HAMPTON
 7 SEARS PLACE
 EAST HAMPTON - CONNECTICUT

ACCESS EASEMENT AND AGREEMENT**KNOW ALL PERSONS BY THESE PRESENTS:**

That EDGEMERE CONDOMINIUM ASSOCIATION, INC a Connecticut non-stock corporation, having an address at P.O. Box 3, East Hampton, CT (hereinafter referred to as "Grantor") for consideration of One Dollar (\$1.00) and other good and valuable consideration received to its full satisfaction does give, grant, bargain, and sell and confirm upon the TOWN OF EAST HAMPTON (hereinafter referred to as "Grantee"), its successors and assigns in perpetuity, an access easement, under, over and across portions of land owned by the Grantor located at Map 19/Block 63B/Lot 27, as is hereinafter described- as follows:.

Said right-of-way and easement is shown and designated as "Easement Area in Favor of the Town of East Hampton" on property known as Map 19/Block 63B/Lot 27 on the East Hampton Assessors Map, also known informally as "Edgemere Condominium Beach" and more particularly bound and described on a Plan entitled "EverBlue Aeration Project – Edgemere" on File in the Town of East Hampton at Volume _____, Page _____.

The purpose of said easement is to allow for the construction, installation, and maintenance of an "EverBlue Lakes EBC-300 Aeration System" compressor structure and associated connections as shown on the aforementioned Plan in order to provide for in-lake aeration treatment to Lake Pocotopaug.

Within the aforementioned easement area, which affects Map 19/Block 63B/Lot 27 on the East Hampton Assessors Map, the Grantee shall have a full rights, privilege, and easement to enter upon the said premises by its officers, employees, servants and agents, for the purpose of accessing upon, over, under and across said easement area, together with the further right, privilege and easement to construct the aforementioned compressor unit and make all associated connections to it as shown within the easement area on said map, including:

1. The right to construct the compressor unit as shown on the aforementioned plan;
2. The right to run electrical and other utility lines upon, under, or over said area to the compressor unit; which will be all underground.
3. The right to trim, cut, clear and otherwise remove trees, limbs, branches, and underbrush from the easement area which may interfere with the exercise of the rights granted hereunder; and
4. The duty and obligation to maintain the easement area so that it functions properly and is presentable, and to restore disturbed areas to as near their former appearance as reasonably possible.

In consideration of being granted access to the subject property the Grantee shall indemnify and hold harmless the Grantor, its agents, employees, contractors, and representatives from and against any claims, damages, losses, costs or expenses of any kind, financial or otherwise, sustained or arising from this Easement.

Upon termination of the in-lake aeration treatment program, or upon the abandonment and/or disuse of the "EverBlue Lakes EBC-300 Aeration System", the Grantee, at its sole expense, shall remove the unit and any structure or connections associated with the unit or project and restore the property to its original condition at its sole expense.

The Grantor will take all reasonable efforts, at its own expense, to minimize the impact on the Grantor, and it's unit owners use and enjoyment of the beach.

The Grantor reserves to itself, its heirs, successors, and assigns in perpetuity, the right to continue to use the land within the aforesaid easement area for any uses and purposes which shall not interfere with the use thereof or the rights of the Grantee in fulfilling the purpose for which this easement is granted.

It is expressly provided that the Grantor further covenants with Grantee that is lawfully seized and possessed of the property described above and has a good and lawful right to convey it, or any part thereof and that the granting of this easement shall be binding upon the Grantor and unto its successors and that no agreement or understanding varying or extending the same shall be binding upon either party hereto unless the same be in writing, and duly signed. This Easement shall be binding upon the successors and assigns of the parties hereto and shall run with the land.

Signed this [DAY] day of [MONTH, YEAR]

STATE OF CONNECTICUT:

:ss. East Hampton

COUNTY OF MIDDLESEX:

Personally Appeared [OWNER], Signer of the forgoing Instrument, and acknowledged the same to be [his/her] free act and deed, before me.

Notary Public

My Commission Expires: _____

Lake Aeration Compressor Easement - Edgemere Beach



Property of
Edgemere Condominium
Association, INC
Map 19/Block 63B/Lot 27

North Main Street

Proposed Air
Lines to Lake Edge

Proposed 8' x 8'
Shed Location
(See Details)

Proposed Electrical Line
(Buried) Actual Location to be
Determined in the Field. (Runs to
next CL&P Pole.



This map has been produced by the Town of East Hampton for the purpose of depicting the location of the easement. It is not a class A-2 survey and was not prepared by a licensed Land Surveyor. The scale is accurate, but the property lines have not been located. Actual easement area and location of shed must be located in the field. Property lines are taken from the GIS map produced by Tighe and Bond. Topography data is taken from the State of Connecticut.

Map Created: April 21, 2020
Drawing By: JDD



PURCHASE AND SALE AGREEMENT

This AGREEMENT made effective as of the _____ day of April, 2020, (the “Effective Date”) by and between **RONALD CHRISTOPHER AND GARY CHRISTOPHER, TRUSTEES**, having an address of 58 Bashan Road, East Haddam, CT 06423 ("Sellers"), and the **TOWN OF EAST HAMPTON**, a municipal corporation organized and existing under the laws of the State of Connecticut having an address of 20 East High Street, East Hampton, Connecticut 06424 ("Purchaser").

WITNESSETH

WHEREAS, the Sellers are the owners of those two (2) certain parcels of land consisting of approximately a combined 12 +/- acres found on Assessor’s Map 04A, Block 45, Lot 29 and Assessor’s Map 04A, Block 45, Lot 25, commonly known as **20 Christopher Road** and situated in the Town of East Hampton, County of Middlesex and the State of Connecticut (the “Christopher Properties”); and

WHEREAS, the Sellers intend to reconfigure the boundary line of the Christopher Properties into two (2) separate parcels with one parcel containing approximately 9 +/- acres (the “Purchaser Parcel”) and the other parcel containing approximately 3 +/- acres (the “Sellers Parcel”) more particularly bounded by the survey conducted by Purchaser (“Reconfiguration Survey”) at **Exhibit 1** and approved by Sellers; and

WHEREAS, the Sellers Parcel is approximately 3+/- acres of Lot 25 more particularly bounded by the Reconfiguration Survey and improved with a residential home consisting of approximately 1,360 square feet of living area; and

WHEREAS, the Purchaser Parcel is the remaining acreage of the Christopher Properties not allocated to the Sellers Parcel more particularly bounded by the Reconfiguration Survey; and

WHEREAS, Purchaser and Sellers desire to set forth the terms upon which said Christopher Properties will be reconfigured; and

WHEREAS, Purchaser and Sellers desire to set forth the terms upon which said Purchaser Parcel will be transferred, together with certain representations and warranties pertaining to the Christopher Properties, defined below, being transferred; and

NOW, THEREFORE, in view of the above and for other good and valuable considerations, the parties hereto agree as follows:

ARTICLE I

PURCHASE AND SALE

1.1 Purchase of Purchaser Parcel. For and in consideration of the undertakings and mutual covenants of the parties set forth herein, and subject to the conditions hereinafter set

forth, Sellers hereby agree to sell and convey unto Purchaser and Purchaser hereby agrees to purchase from Sellers the Purchaser Parcel located in the Town of East Hampton, County of Middlesex and State of Connecticut, together with all and singular easements, covenants, agreements, rights, privileges, tenements, hereditaments, airspace, rights-of-way, and appurtenances thereunto belonging or appertaining thereto.

1.2 Permitted Encumbrances. The Purchaser Parcel shall be conveyed subject to such encumbrances of title as set forth in Article 8.2 (the “Permitted Encumbrances”).

1.3 Creation of the Purchaser Parcel; Survey. The Reconfiguration Survey was completed and certified on April ___, 2020 by Anchor Engineering Services, Inc., a Connecticut licensed professional surveyor. The Reconfiguration Survey was approved by Sellers on even date herewith. The Reconfiguration Survey depicting the final agreed upon boundaries of the Purchaser Parcel shall be attached as **Exhibit 1**. Upon receipt of the Reconfiguration Survey Seller agrees that Purchaser may immediately record the same on the East Hampton Land Records.

ARTICLE 2.

PURCHASE PRICE

2.1 Purchase Price. The purchase price for the Purchaser Parcel shall be established as the average fair market value as determined by two (2) mutually acceptable third-party appraisers licensed in the State of Connecticut (the “Appraisals”) the cost of which will be borne solely by the Purchaser (the “Purchase Price”). The Sellers will be provided copies of the both appraisal reports.

2.2 Payment of Purchase Price. The Purchase Price, as adjusted as hereinafter provided, shall be paid by Purchaser to Sellers at Closing.

ARTICLE 3.

PAYMENT OF CERTAIN EXPENSES

3.1 Payment of Certain Expenses. Purchaser, in connection with the transactions contemplated by this Agreement, shall pay the costs of all engineering reports, inspections and other costs and expenses incurred in connection with Purchaser's due diligence activities, and all other costs and expenses in connection herewith incurred by Purchaser, including but not limited to the cost of the Reconfiguration Survey and Appraisals. Purchaser shall pay for any title insurance premium at standard rates. Sellers shall pay the cost of all conveyance and/or transfer taxes due in connection with the recordation of the deed.

ARTICLE 4.

ITEMS TO BE FURNISHED TO PURCHASER

4.1 Items to be Provided by Seller. Sellers have delivered to Purchaser or will deliver to Purchaser within seven (7) business days of the date of this Agreement all of the following items which may be in the possession or control of Sellers including, but not limited to: (a) The most current title report of the Purchaser's Parcel; (b) Environmental reports; (c) Surveys; (d) Subsurface reports; and (e) Engineering reports. The above items together with any other additional property reports or materials delivered by Sellers to Purchaser are collectively referred to herein as the "Seller's Documents".

ARTICLE 5.

DUE DILIGENCE, TITLE, AND GOVERNMENTAL APPROVAL CONTINGENCIES

5.1 Due Diligence. Purchaser shall have a period terminating ninety (90) days after the Effective Date (as the same may be extended, "Due Diligence Period") for Purchaser, its authorized agents, employees and other representatives, to enter upon the Purchaser Parcel to make such inspections or investigations and obtain copies of such documents in the possession or control of Sellers desired by Purchaser with respect to the Purchaser Parcel. This evaluation may include any environmental investigations which Purchaser wishes to undertake, the review of any the Seller's Documents and any other documents which may be furnished by Sellers to Purchaser during the Due Diligence Period as Purchaser may reasonably request. Sellers agree to allow Purchaser through its duly authorized agents and representatives to enter upon the Purchaser Parcel at all reasonable times, and Sellers agree to cooperate with Purchaser in all such inspections at the request of Purchaser.

If Purchaser determines, at any time during said Due Diligence Period that Purchaser, in its sole and absolute discretion, is not satisfied with the condition of the Purchaser's Parcel, the Seller's Documents or any of the other foregoing studies or inspections, Purchaser shall have the right, in its sole and absolute discretion to terminate this Agreement by giving written notice thereof to Sellers at any time prior to the expiration of the Due Diligence Period and thereafter neither Sellers nor Purchaser shall have any further obligations or liabilities to the other hereunder with the exception of those provisions of this Agreement which are designated to survive the termination hereof. Upon such termination, Purchaser shall return to Sellers any information and items which may have been furnished to Purchaser by Sellers or its agents, employees or independent contractors.

5.2 Title. Within fifteen (15) days from the Effective Date the Purchaser shall notify the Sellers of the existence of any encumbrances and defects in title ("Title Defect List") which are not Permitted Encumbrances and which are ascertainable from an examination of the East Hampton Land Records and the records of the office of the Secretary of the State of Connecticut, provided that, with respect to such encumbrances or defects as arise after the date of such notice, the Purchaser must notify the Sellers within five (5) days after it has notice of such encumbrance or defect. Within ten (10) days after Sellers receive the Title Defect List, Sellers shall notify

Purchaser whether Sellers agree to eliminate or otherwise remove of record (“cure”) any Title Defects at its sole cost and expense at or prior to Closing. If Sellers notify Purchaser within such ten (10) day period that it will cure all Title Defects at its sole cost and expense at or prior to Closing, Purchaser shall be required to complete the purchase of the Purchaser’s Parcel as herein provided and Sellers shall be obligated to cure all Title Defects at its sole cost and expense at or prior to Closing. Sellers shall not create any liens, encroachments, encumbrances or restrictions on or with respect to the Purchaser’s Parcel, without the prior consent of Purchaser, which consent shall not be unreasonably withheld or delayed. If, at the time of the closing of title, the Purchaser’s Parcel shall be affected by any lien which is required to be discharged by the Sellers to deliver title as contemplated by this Agreement, the Sellers shall be deemed to have discharged or satisfied the same if duly executed instruments of release in proper form are delivered to the Purchaser at closing of title and the Sellers agree to pay the fees for recording the same. If at the Closing the Sellers shall be unable to convey good and marketable title to the Purchaser’s Parcel free and clear of such encumbrances or defects, which title shall be insurable as such by a reputable title insurance company and at standard rates without exceptions, or which would adversely affect the Purchaser’s use of the Purchaser’s Parcel, the Purchaser shall have the option either of accepting such title as the Sellers can convey, or of terminating this Agreement in which case this Agreement shall terminate and neither the Purchaser nor the Sellers shall have any further rights or obligations under this Agreement.

5.3 Governmental Approvals. Upon expiration of the Due Diligence Period, the Purchaser shall have up to ninety (90) days (the “Approval Period”) to obtain all necessary governmental approvals required by the Town Charter, local ordinance or applicable municipal state law (the “Governmental Approvals”) in order to ratify this Agreement. Such Governmental Approvals shall include, and be limited to the following:

- a. Town Council Approval. An approval of a Resolution approving the execution of this Agreement by the Town of East Hampton Town Council (the “Town Council Approval”) which Town Council Approval shall be a condition of Purchaser’s obligations hereunder;
- b. Planning & Zoning Approval. Approval by Town of East Hampton Planning & Zoning Commission pursuant to Conn. Gen. Stat. §8-24 (the “Planning & Zoning C.G.S. §8-24 Approval”) which Planning & Zoning C.G.S. §8-24 Approval shall be a condition of the Purchaser’s obligations hereunder;
- c. Board of Finance Approval and Grant Receipt. Approval by the Town of East Hampton Board of Finance pursuant to Town of East Hampton Charter Section 4.1 (the “Board of Finance Approval”) and receipt of grant funding, which Board of Finance Approval and receipt of grant funding shall be a condition of the Purchaser’s obligations hereunder;
- d. Town Meeting. Approval by the Town of East Hampton Town Meeting pursuant to Town of East Hampton Charter Section 4.1 (the “Town Meeting Approval”) which Town Meeting Approval shall be a condition of the Purchaser’s obligations hereunder; and
- e. Other Governmental Approvals. Such other municipal and governmental approvals as may be necessary or desirable for Purchaser to authorize or otherwise consummate the purchase, or financing, of the Purchaser’s Parcel (the “Other Governmental Approvals”).

The Purchaser shall have one (1) option to extend the Approval Period for an additional thirty (30) days. In the event that the Purchaser is unable to obtain the Governmental Approvals within the Approval Period, then the Purchaser may terminate this Agreement by notice to Sellers and upon such notice, this Agreement shall terminate and be null and void and all further rights, remedies and obligations of the parties hereto shall cease, except those which expressly survive the termination or expiration of this Agreement.

ARTICLE 6.

SELLERS'S COVENANTS, AGREEMENTS, REPRESENTATIONS AND WARRANTIES

6.1 Covenants of Sellers. Sellers hereby covenant and agree with Purchaser as follows:

(a) Subject to the terms and provisions of this Agreement, at all times from and after the execution of this Agreement to the Closing, Sellers shall maintain the existing condition of the property.

(b) Through Closing, Sellers shall maintain in full force and effect its existing insurance coverage, or coverage substantially equivalent thereto. All risk of loss in and to the Purchaser's Parcel shall remain vested in Sellers until the Closing.

6.2 Representations and Warranties of Sellers. Sellers hereby represent and warrant to Purchaser as follows (all of which are acknowledged by Sellers to be material to Purchaser) and agrees to promptly notify Purchaser in the event that any of the following representations and warranties become incorrect, or misleading in any material respect, prior to the Closing:

(a) Sellers are individuals legally residing in the State of Connecticut. Sellers have the requisite power to execute this Agreement and perform its obligations hereunder. This Agreement is a legal, valid and binding obligation of Sellers and enforceable against them in accordance with its terms.

(b) Sellers are not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and the Income Tax Regulations thereunder.

(c) Sellers have never received any complaint or notice of any governmental investigation relating to any violation or claimed violation of any environmental law, building code or ordinance, regulation or order on or about the Purchaser's Parcel and, to the best of their knowledge, there are none threatened or pending.

(d) The Purchaser's Parcel is not considered an "Establishment" and not subject to the requirements of the Connecticut Hazardous Waste Establishment Act, Conn. Gen. Stat. Section 22a-134 et seq.

(e) Sellers have not retained any person or firm to file any notice of protest against, or to commence any action to review, any real property tax assessment against the Purchaser's Parcel and, to the best of their knowledge, no such action has been taken by or on behalf of any party.

(f) Other than those specified herein, to the best of Sellers' knowledge, there are no covenants, easements, licenses or rights of any parties, whether recorded or unrecorded, which affect the Purchaser's Parcel or its use or operation in any fashion whatsoever.

(g) There is no pending, and Sellers have no knowledge of threatened, condemnation, eminent domain or other public agency proceedings affecting the Purchaser's Parcel and Sellers agree to promptly notify the Purchaser if notice of any such hearing is received prior to Closing.

(h) To the best of Sellers' knowledge, Sellers have not violated any of the covenants, conditions, restrictions or easements that are listed as Permitted Encumbrances to this Agreement.

(i) There are no leased or financed fixtures or equipment serving the Purchaser's Parcel.

(j) There is not now pending, nor is there threatened against Sellers, any action in bankruptcy, whether voluntary or otherwise, any assignment for the benefit of creditors, or any petitions seeking reorganization, liquidation, dissolution or similar relief under any federal, state or other law relating to bankruptcy, insolvency, reorganization or other relief for debtors.

(k) To Sellers' actual knowledge, without having undertaken any inquiry or investigation, no part of the Purchaser's Parcel has been used for storage or disposal (whether pursuant to law or otherwise) of any Hazardous Substance (defined below) and no part of the Purchaser's Parcel presently is contaminated by any Hazardous Substance. To Sellers' actual knowledge there is no underground storage tanks located on the Purchaser's Parcel and there never have been any.

As used in this Agreement the following terms shall have the meanings indicated below:

1. "Environmental Laws" means federal, state and local laws, ordinances, rules and regulations related in any way to the protection of the environment, health or safety, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. Sect. 9601 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. Sect. 6901 et seq.; and, such laws, ordinances, rules and regulations which govern:

a. the existence, cleanup and/or remedy of Hazardous Substances on the Purchaser's Parcel;

- b. the protection of the environment from spilled, deposited or otherwise emplaced Hazardous Substances;
 - c. the control of Hazardous Substances; or
 - d. the use, generation, transport, treatment, removal, storage, discharge or recovery of Hazardous Substances, including building materials.
2. "Hazardous Substance" means any hazardous substance, hazardous waste, toxic substance, pollutant or contaminant as such terms may be defined in any of the Environmental Laws, asbestos, polychlorinated biphenyls, urea formaldehyde foam, radon and any other substance the presence of which may cause common law liability.
3. "Underground Storage Tank" means any tank including appurtenant pipes, lines, fixtures and other related equipment, the volume of which, including the volume of appurtenant pipes, lines, fixtures and other related equipment, is ten (10%) per cent or more below the surface of the ground.

(l) Survival. The provisions of this Article 6 shall be binding upon the parties hereto regardless whether or not the transactions contemplated hereby are consummated and shall survive the termination of this Agreement or the Closing without limitation as to time.

ARTICLE 7.

PURCHASER'S REPRESENTATIONS AND WARRANTIES

7.1 Representations and Warranties by Purchaser. Purchaser hereby represents and warrants to Sellers as follows (all of which are acknowledged by Purchaser to be material to Sellers) and agrees to promptly notify Sellers in the event that any of the following representations and warranties become incorrect or misleading in any material respect prior to Closing:

(a) This Agreement has been duly executed and delivered by Purchaser, constitutes the legal, valid and binding obligation of Purchaser, and is enforceable against Purchaser in accordance with its terms.

(b) There are no actions, suits or proceedings threatened or pending against Purchaser, at law or in equity or before or by any federal, state or municipal commission, board, agency or instrumentality, which would materially adversely affect Purchaser's ability to consummate the transactions contemplated hereunder.

(c) Purchaser has the full legal right, power and authority to execute and deliver this Agreement and to enter into and to perform the obligations to be performed by it expeditiously under this Agreement, subject only to the items set forth in Article 9.

ARTICLE 8.

TITLE

8.1 Conveyance of Purchaser Parcel. At the Closing, Sellers shall convey to Purchaser by Warranty Deed, good and indefeasible title to the Purchaser's Parcel, free and clear of any and all liens, encumbrances, conditions, easements, assessments, restrictions and other conditions, except any Permitted Encumbrances.

8.2 Permitted Encumbrances. The Purchaser's Parcel shall be sold and conveyed by the Sellers subject only to the following items which are sometimes herein referred to as "Permitted Encumbrances":

(a) Any and all provisions of any ordinance, municipal regulation, or public or private law, but not violations thereof,

(b) Real estate taxes not yet due as of the Closing, which taxes shall be adjusted as provided in Article 9.3 hereof, and,

(c) Easements and encumbrances as of record may appear, provided said encumbrances do not affect marketability of title or the Purchaser's intended use of the Purchaser's Parcel.

8.3 Possession. Exclusive possession of the Purchaser Parcel, free of all tenants, third parties and all personal property of the Sellers and/or former tenants, shall be delivered to Purchaser at the Closing.

ARTICLE 9.

CLOSING

9.1 Closing. The Closing of the sale and purchase of the Purchaser's Parcel shall take place at the offices of Purchaser's attorney, Updike, Kelly & Spellacy, 179 Main Street, 100 Plaza Middlesex, Middletown Connecticut, on or before thirty (30) days following the expiration of the Approval Period. The place time and date provided for herein or hereafter, as may be changed by agreement of the parties, is sometimes referred to as the "Closing."

9.2 Delivery of Documents. At the Closing, the Seller shall deliver to the Purchaser the following documents (the "Documents"):

(a) A duly executed and acknowledged Warranty Deed conveying the Purchaser's Parcel to Purchaser as provided in Section 8.1, together with all applicable conveyance tax returns and checks in payment of all conveyance taxes payable on account of the transaction contemplated hereby;

(b) An affidavit signed by Sellers under oath stating that neither Seller is a

foreign person (as defined in the Internal Revenue Code and the Income Tax Regulations) under the provisions of Section 1445 of the Internal Revenue Code of 1986, as amended, and giving each of Sellers's federal tax identification number;

(c) A non-existence of liens and parties in possession affidavit and such other documents as are reasonably required by Purchaser's title insurance company

(d) IRS Forms 1099, if applicable; and

(e) Such additional documents that Purchaser, Purchaser's title company may reasonably require for the proper consummation of the transaction contemplated by this Agreement (provided, however, no such additional document shall expand any obligation, covenant, representation or warranty of Sellers or result in any new or additional obligation, covenant, representation or warranty of Sellers under this Agreement beyond those expressly set forth in this Agreement).

9.3 Closing Adjustments and Costs;

(a) Purchaser's Parcel ad valorem taxes for the tax year during which the Closing Date occurs shall be borne by Sellers effective as of the Closing Date and shall be adjusted in cash at the Closing in accordance with the prevailing practices of the Connecticut Bar for real estate transactions in the Town of East Hampton.

ARTICLE 10.

NOTICES

10.1 Notices. All notices under this Agreement shall be in writing and shall be delivered personally and receipted or shall be sent by facsimile transmission or registered or certified mail or by overnight courier, addressed to the attorney for the respective party. Notice signed by the respective attorneys shall be deemed sufficient within the meaning of this paragraph without the signature of the parties themselves.

Notices to the PURCHASER shall be sent to:

Town of East Hampton
20 East High Street (on or prior to May 10, 2020) or
1 Community Drive (on or after May 11, 2020)
East Hampton, Connecticut 06424
Attn: Town Manager, David Cox
Telephone No. 860-267-4468
Facsimile No. 860-267-1027

With a copy to:

Richard D. Carella, Esq.
Updike Kelly & Spellacy, P.C.
100 Plaza Middlesex
179 Main Street, 3rd Floor
Middletown, CT 06457
Telephone No: (860) 548-2681
Fax No.: (860) 346-4580

The SELLERS:

Ronald and Gary Christopher
58 Bashan Road
East Haddam, CT 06423
ATTN:
Telephone No.:
Fax No.:

With a copy to:

[SELLERS'S ATTORNEY]

or in each case to such other address as either party may from time to time designate by giving notice to the other part pursuant to this Section. Effective notice will be deemed given only as provided above, except as otherwise expressly provided in this Agreement.

ARTICLE 11.

COMMISSIONS RELATING TO THIS AGREEMENT

11.1 Broker. Sellers and Purchaser each represent to the other that it has had no dealings, negotiations, or consultations with any broker, representative, employee, agent or other intermediary in connection with the sale of the Purchaser's Parcel. This Agreement is consummated by the parties in reliance on the other's representation that no broker or agent was, in any way, a procuring cause of this sale and purchase. The parties agree to indemnify and hold the other harmless against the claim of any broker or agent for a commission due by reason of this sale, where it is alleged that said broker or agent called the Purchaser's Parcel to Purchaser's attention or interested Purchaser therein, said indemnity to include all costs of defending any such claim, including reasonable attorney's fees.

11.2 Survival. The provisions of this Article 11 shall be binding upon the parties hereto regardless whether or not the transactions contemplated hereby are consummated and shall survive the termination of this Agreement or the Closing without limitation as to time.

ARTICLE 12.

RISK OF LOSS; CONDEMNATION

12.1 Risk of Loss. Until the Closing, the risk of loss by fire or other casualty to the Purchaser's Parcel, and liability for personal injury or damage to property of others at the Purchaser's Parcel shall be borne by the Sellers. In the event of liability for personal injury or damage to property of others at the Purchaser's Parcel prior to the Closing, the estimated liabilities of which exceed Fifty Thousand and 00/100 Dollars (\$50,000.00), the Purchaser shall have the option to terminate this Agreement upon written notice to Sellers provided within ten (10) days following the date of occurrence of such liability or loss. If the Purchaser shall exercise its right to terminate this Agreement pursuant to this Section the parties shall be relieved of all liabilities and obligations hereunder. If the Purchaser does not elect to terminate this Agreement, this Agreement shall remain in full force and effect and in such event the Sellers shall pay over and assign or cause to be paid over and assigned to the Purchaser at the Closing any and all proceeds and claims under any casualty insurance policies insuring the damaged Purchaser's Parcel or covering liabilities which occurred on the Purchaser's Parcel, to the extent of any damage that has not been otherwise repaired.

12.2 Condemnation. If, prior to the Closing, all or any material part of the Purchaser's Parcel is taken by eminent domain, the Purchaser shall have the option either (i) to elect not to acquire the Purchaser's Parcel, in which case this Agreement shall terminate and the parties shall be relieved of all further rights and obligations with respect thereto or (ii) to acquire the Purchaser's Parcel, subject to such action, without adjustment in the Purchase Price and otherwise in accordance with the terms and provisions of this Agreement, but the Purchaser shall upon Closing be entitled to the proceeds of all awards made on account of such taking which would otherwise accrue to the Sellers. The Purchaser shall give written notice to the Sellers of any election pursuant to this Section within five (5) business days following receipt by the Purchaser of any written notice of such taking or proposed taking. Failure of the Purchaser to make such election within said period shall be deemed an election to proceed to Closing pursuant to clause (ii) above.

ARTICLE 13.

TERMINATION AND REMEDIES

13.1 Termination Upon Sellers's Default. In the event that any of Sellers's representations or warranties contained herein are materially untrue on the Closing Date, or in the event of the failure of any condition to closing within Sellers's control, or if Sellers shall have failed to perform or defaulted in the performance of any of the covenants and agreements contained herein which are to be performed by Sellers and such failure shall continue for a period of ten (10) days after written notice from Purchaser to Sellers and has not been otherwise waived, in writing, by Purchaser and such failure or default shall be for any reason other than a default by Purchaser hereunder, the Purchaser may either (a) terminate this Agreement by giving written notice of termination to the Sellers on or before the Closing Date and thereafter the Sellers and the Purchaser

shall have no further obligations or liabilities to the other hereunder, or (b) maintain an action for specific performance provided that said action is commenced within two (2) months of the scheduled closing date, and in which event the parties agree that Purchaser has an important and specific proprietary interest in the Purchaser's Property, and Seller specifically hereby waives all equitable defenses (including estoppel, laches, unclean hands or impossibility of performance) to Purchaser's claim of specific performance.

13.2 Termination Upon Purchaser's Default. If after the satisfaction of all Purchaser's Contingencies Purchaser shall fail to consummate this Agreement for any reason other than Sellers' default or the termination of this Agreement, then this Agreement shall be null and void and neither party shall have any rights or obligations under this Agreement, with the exception of those provisions of this Agreement which are designated to survive the Closing.

ARTICLE 14.

MISCELLANEOUS PROVISIONS

14.1 Modification. This Agreement and all Exhibits hereto constitute the entire agreement between the parties hereto with respect to the transactions contemplated hereby and supersedes all prior discussions, understandings, agreements and negotiations between the parties hereto. This Agreement may be modified only by written instrument duly executed by the parties hereto.

14.2 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

14.3 Days. If an action is required to be performed or if any notice, consent or other communication is given, on a day that is not a Business Day (i.e., a Saturday, Sunday or legal holiday in the jurisdiction in which the action is required to be performed or in which is located-the intended recipient of such notice, consent or other communication), such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first Business Day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references herein to the "day" or "days" shall refer to calendar days and not business days.

14.4 Applicable Law. This Agreement and all documents referred to herein shall be governed by, construed and interpreted in accordance with the laws of the State of Connecticut. As a part of the consideration for this Agreement, and regardless of any present or future domicile of Sellers, Sellers and Purchaser hereby consent and agree that the Superior Court of the State of Connecticut and the United States District Court of Connecticut shall have exclusive jurisdiction to hear and determine any claims or disputes between Sellers and Purchaser relating to this Agreement or to any matter arising out of or related to this Agreement. The parties expressly submit and consent in advance to such jurisdiction in any action or suit commenced in any such court and each party hereto hereby waives any objection which it may have based upon lack of personal jurisdiction, improper venue of forum non conveniens and hereby consents to the granting of such legal or equitable relief as is deemed appropriate by such court.

14.5 Venue and Jurisdiction; Jury Waiver. THE PARTIES HERETO AGREE THAT ANY SUIT FOR THE ENFORCEMENT OF THIS AGREEMENT SHALL BE BROUGHT IN THE COURTS OF THE STATE OF CONNECTICUT OR ANY FEDERAL COURT SITTING THEREIN AND CONSENT TO THE EXCLUSIVE JURISDICTION OF SUCH COURT AND SERVICE OF PROCESS IN ANY SUCH SUIT BEING MADE UPON SUCH PARTY BY MAIL AT THE ADDRESS SET FORTH HEREIN. EACH PARTY HERETO HEREBY WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH SUIT OR ANY SUCH COURT OR THAT SUCH SUIT IS BROUGHT IN AN INCONVENIENT FORUM. EACH PARTY EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY, AND SPECIFICALLY CONSENTS TO A TRIAL BEFORE A COURT.

14.6 Costs. Regardless of whether Closing occurs hereunder, and except as otherwise expressly provided herein, each party hereto shall be responsible for its own costs in connection with this Agreement and the transactions contemplated hereby, including without limitation, fees of attorneys, engineers, accountants and other professional persons.

14.7 Incorporation by Reference. All of the Exhibits attached hereto are by this reference incorporated herein and made a part hereof.

14.8 Survival. Except as specifically provided in any other provision of this Agreement, no representation, warranty, covenant or agreement of Sellers and Purchaser made in, or pursuant to, this Agreement shall survive Closing.

14.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts together shall constitute one and the same instrument.

14.10 Section/Section Titles. Section titles and captions used herein in connection with the Articles of this Agreement are for convenience only and shall not be deemed to construe or to limit the meaning of the language of this Agreement.

14.11 Interpretation. This Agreement shall be interpreted without regard to any presumption or other rule requiring construction against the party which drafted this Agreement. If any words or phrases in this Agreement shall have been stricken out or otherwise mutually eliminated, whether or not any other words or phrases have been added, this Agreement shall be construed as if the words or phrases so stricken out or otherwise eliminated were never included. Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words imparting the singular number shall mean and include the plural number and vice versa.

14.12 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

14.13 Attorney's Fees. In the event either party hereto employs an attorney in

connection with claims by one party against the other arising from the operation of this Agreement, the non-prevailing party shall pay the prevailing party all reasonable fees and expenses, including reasonable attorney's fees, incurred in connection with such claims.

14.14 Further Assurances. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by either party at Closing, each party agrees to perform, execute and deliver, but without any obligation to incur any additional liability or expense, on or after the Closing any further deliveries and assurances as may be reasonably necessary to consummate the transactions contemplated hereby or to further perfect the conveyance, transfer and assignment of the Purchaser's Parcel to Purchaser.

14.15 Waiver and Conditions. Notwithstanding any provision of this Agreement, either party may at its option and in writing waive any provision that is a condition to its performance hereunder and close the transaction.

14.16 Force Majeure. "Force Majeure" means: (i) any event or consequence not within the reasonable control of the parties, including, declared state of emergency or public health emergency, pandemic (specifically including COVID-19), adverse weather conditions which directly result in a party's inability to perform its obligations including hurricanes, tornados, floods, or earthquakes, (ii) acts of government or any agency, other than the Client, having authority or jurisdiction over the Purchaser's Parcel when any such acts of government directly results in a party's inability to perform its obligations, and (iii) acts of civil disorder including acts of sabotage, acts of war, terrorism, riot, mass protests or demonstrations, threats of any of the foregoing, and police action in connection with or in reaction to any such acts of civil disorder, when any such acts of civil disorder directly results in a party's inability to perform its obligations

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals effective as of the day and year first written above.

Signed in the presence of:

Sellers:

RONALD CHRISTOPHER, TRUSTEE

By: _____

Date

Its
Duly Authorized

GARY CHRISTOPHER, TRUSTEE

By: _____

Date

Its
Duly Authorized

Purchaser:

TOWN OF EAST HAMPTON

By: _____

Date

David Cox
Its Town Manager
Duly Authorized

EXHIBIT 1: RECONFIGURATION SURVEY

MAP REFERENCES

- 1) PREPARED FOR WALKERS & IRON M. CHRISTOPHER EAST HAMPTON, CONN. SCALE: 7/400. DATE: 7-27-15
- 2) MAP SHOWING 1/4 ACRES AS BARRERA, OWNER EAST HAMPTON, CONNECTICUT SCALE: 7/300. DATE: APRIL 2008 & MAY 1, 1957 BY P.A. MORGAN & LAKE BOULEVARD, EAST HAMPTON, CONNECTICUT. BY: KENNETH J. RICARD.
- 3) PROPERTY OF ELVYN C. CHRISTOPHER AND ADRONNE H. HARTLAND, EAST HAMPTON, CONN. SCALE: 7/400. DATE: 7-9-84.
- 4) PROPERTY SURVEY PREPARED FOR EDWARD P. GAINES, III & CINDY J. WALKER GAINES, 71 NORTH MAIN STREET, EAST HAMPTON, CONN. SCALE: 400/450. DATE: 4/25/15 BY: KENNETH J. RICARD.

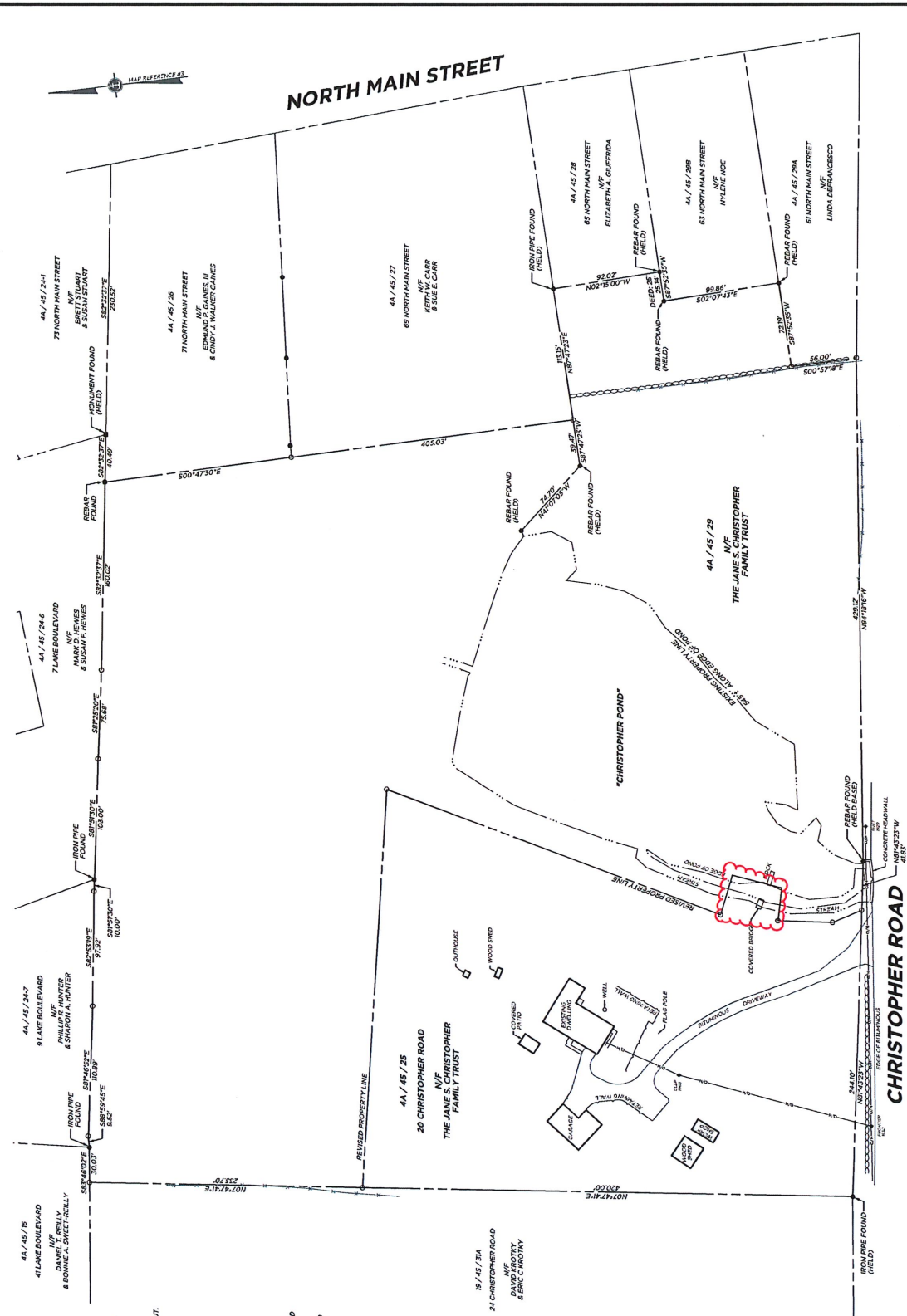
SUPPLEMENTAL NOTES

- 1) BEARINGS AND COORDINATES DEPICTED HEREON ARE BASED UPON MAP REFERENCE #1.
- 2) FIELD SURVEY WAS CONDUCTED BY ANCHOR ENGINEERING SERVICES, INC. IN APRIL, 2015.
- 3) PROPOSED PROPERTY LINES ARE ORIGINAL IN NATURE.
- 4) ALL PROPERTY LINES ARE BASED ON THE ORIGINAL SURVEY DEPICTED AND NOTED HEREON HAVE BEEN COMPLETED IN PART, DELETED OR NOTED HEREON HAVE BEEN COMPLETED IN PART. COMMANDS OR GOVERNMENT ORDINANCES FROM ANY STATE, TERRITORY, COUNTY OR MUNICIPALITY, AND/OR LOCAL ORDINANCES, WHICH MAY BE ENFORCED IN THE FUTURE, ARE NOT TO BE CONSIDERED AS A BASIS FOR THE SIZE, LOCATION OR POSITION OF ANY PROPERTY AND EXISTENCE OF ALL SUCH FEATURES MUST BE FIELD DETERMINED PRIOR TO CONSTRUCTION. CALL BEFORE YOU DIG. 1-800-955-7445

DRAFT

MAP BLOCK / LOT	EXISTING AREA	PROPOSED AREA
4A / 45 / 25	8.31 ACRES ±	2.64 ACRES ±
4A / 45 / 29	1.92 ACRES ±	2.57 ACRES ±

- LEGEND**
- PROPERTY LINE
 - STONE WALL
 - BARBED WIRE FENCE
 - OVERHEAD UTILITIES
 - UTILITY POLE



ANCHOR ENGINEERING SERVICES, INC.
 1111 ROUTE 1
 EAST HAMPTON, CT 06424
 TEL: 860.426.1111 FAX: 860.426.1112
 WWW.ANCHOR-ENGINEERING.COM

LOT LINE REVISION
 SHOWING LAND OF THE
JANE S. CHRISTOPHER FAMILY TRUST
 TOWN OF EAST HAMPTON, CONN.
 CHRISTOPHER ROAD EAST HAMPTON, CT

DATE: 4/14/2020
 SCALE: 1" = 40'

THIS PLAN AND MAP HAS BEEN PREPARED IN ACCORDANCE WITH SECTION 20-106 OF THE CONN. GEN. STAT. AS AMENDED AND THE PROFESSIONAL SEAL AND SIGNATURE OF THE ENGINEER HAS BEEN AFFIXED TO THE CORRECTLY PREPARED MAP. THE ENGINEER HAS CONDUCTED A VISUAL INSPECTION OF THE FIELD DATA AND HAS FOUND IT TO BE IN ACCORDANCE WITH THE RECORD DRAWING. THE ENGINEER HAS NO OTHER INFORMATION OR INVESTIGATION OF THE FIELD DATA.

WITNESS MY HAND AND SEAL THIS 14TH DAY OF APRIL 2020 AT EAST HAMPTON, CONNECTICUT.

ANCHOR ENGINEERING SERVICES, INC.
 KENNETH J. RICARD, P.E.
 REGISTERED PROFESSIONAL ENGINEER
 LICENSE NO. 10000

