

TOWN OF PORTLAND, CONNECTICUT

CODE OF ORDINANCES

Chapter 12

OFFENSES AND MISCELLANEOUS PROVISIONS

Article I. IN GENERAL

Sec. 12-4 Ordinance Prohibiting the Storage, Disposal or Use of Fracking Waste

Definitions for the Purposes of this Ordinance:

For the purposes of this Ordinance, the following terms, phrases, and words shall have the meanings given here, unless otherwise clearly indicated by the context:

- a) *“Hydraulic fracturing”* shall mean the fracturing of underground rock formations, including shale and non-shale formations, by manmade fluid-driven techniques for the purpose of stimulating oil, natural gas, or other subsurface hydrocarbon production.
- b) *“Natural gas extraction activities”* shall mean all geologic or geophysical activities related to the exploration for or extraction of natural gas, including, but not limited to, core and rotary drilling and hydraulic fracturing.
- c) *“Oil extraction activities”* shall mean all geologic or geophysical activities related to the exploration for or extraction of oil, including, but not limited, to, core and rotary drilling and hydraulic fracturing.
- d) *“Natural gas waste”* shall mean: 1) any liquid or solid waste or its constituents that is generated as a result of natural gas extraction activities, which may consist of water, brine, chemicals, naturally occurring radioactive materials, heavy metals, or other contaminants; 2) leachate from solid wastes associated with natural gas extraction activities; 3) any waste that is generated as a result of or in association with the underground storage of natural gas; 4) any waste that is generated as a result of or in association with liquefied petroleum gas well storage operations; and 5) any products or byproducts resulting from the treatment, processing, or modification of any of the above wastes.
- e) *“Oil waste”* shall mean: 1) any liquid or solid waste or its constituents that is generated as a result of oil extraction activities, which may consist of water, brine, chemicals, naturally occurring radioactive materials, heavy metals, or other contaminants; 2) leachate from solid wastes associated with oil extraction activities; and 3) any products or byproducts resulting from the treatment, processing, or modification of any of the above wastes.
- f) *“Application”* shall mean the physical act of placing or spreading natural gas waste or oil waste on any road or real property located within the Town of Portland.

Prohibitions:

1. The application of natural gas waste or oil waste, whether or not such waste has received Beneficial Use Determination or other approval for use by DEEP (Department of Energy & Environmental Protection) or any other regulatory body, on any road or real property located within the Town for any purpose is prohibited.
2. The Introduction of natural gas waste or oil waste into any wastewater treatment facility within or operated by the Town is prohibited.
3. The introduction of natural gas waste or oil waste into any solid waste management facility within or operated by the Town is prohibited.
4. The storage, disposal, sale, acquisition, handling, transfer, treatment and/or processing of waste from natural gas or oil extraction is prohibited within the Town.

Provision to be included in bids and contracts related to the construction or maintenance of publicly owned and/or maintained roads or real property within the Town:

1. All bids and contracts related to the retention of services to construct or maintain any publicly owned and/or maintained road or real property within the Town shall include a provision stating that no materials containing natural gas or oil waste shall be utilized in providing such a service.
2. All bids and contracts related to the purchase or acquisition of materials to be used to construct or maintain any publicly owned and/or maintained road or real property within the Town shall include a provision stating that no materials containing natural gas or oil waste shall be provided to the Town.
3. The following statement, which shall be a sworn statement under penalty of perjury, shall be included in all bids related to the purchase or acquisition of

materials to be used to construct or maintain any publicly owned and or maintained road or real property within the Town and all bids related to the retention of services to construct or maintain any publicly owned and/or maintained road or real property within the Town: "We _____ hereby submit a bid for materials, equipment and/or labor for the Town of Portland. The bid is for bid documents titled _____. We hereby certify under penalty of perjury that no natural gas waste or oil waste will be used by the undersigned bidder or any contractor, sub-contractor, agent or vendor agent in connection with the bid; nor will the undersigned bidder or any sub-contractor, agent or vendor agent thereof apply any natural gas waste or oil waste to any road or real property with the Town of Portland as a result of the submittal of this bid if selected."

Penalties

This ordinance shall apply to any and all actions occurring on or after the effective date of this ordinance. In response to a violation of this ordinance, the Town is empowered to a) issue "Cease and Desist" orders demanding abatement of the violation, b) seek any appropriate legal relief, including immediate injunctive relief, as a result of any violation of this ordinance; c) file a complaint with any other proper authority; and d) to require remediation of any damage done to any land, road, building, aquifer, well, watercourse, air quality or other asset, be it public or private, within the Town of Portland. The Town may impose fines in any amounts it deems necessary and to recoup from the offending person(s), jointly and severally, all costs, including experts, consultants and reasonable attorney's fees, that it incurs as a result of having to prosecute or remediate any infraction of this ordinance.

Severability

If any clause, sentence, paragraph, subdivision, section or part of this ordinance or the application thereof to any person, individual, corporation, firm, partnership, entity or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, effect or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this ordinance or in its application to the person,

individual, corporation, firm, partnership, entity or circumstance directly involved in the controversy in which such order or judgment shall be rendered. To further this end, the provisions of this Chapter are hereby declared to be severable.

RECEIVED

NOV 28 2016

BRANFORD TOWN CLERK

Sec xxx-xx. An Ordinance Prohibiting the Storage, Disposal or Use of Fracking Waste or Products or By-Products Thereof in the Town of Branford, Connecticut.

xxx-01 Definitions.

1. As used in this Ordinance the term "hydraulic fracturing" shall mean the fracturing of underground rock formations, including shale and non-shale formations, by manmade fluid-driven techniques for the purpose of stimulating oil, natural gas, or other subsurface hydrocarbon production.
2. As used in this Ordinance the term "natural gas extraction activities" shall mean all geologic or geophysical activities related to the exploration for or extraction of natural gas, including, but not limited to, core and rotary drilling and hydraulic fracturing.
3. As used in this Ordinance the term "oil extraction activities" shall mean all geologic or geophysical activities related to the exploration for or extraction of oil, including, but not limited to, core and rotary drilling and hydraulic fracturing.
4. As used in this Ordinance the term "natural gas waste" shall mean: a. any liquid or solid waste or its constituents that is generated as a result of natural gas extraction activities, which may consist of water, brine, chemicals, naturally occurring radioactive materials, heavy metals, or other contaminants; b. leachate from solid wastes associated with natural gas extraction activities; c. any waste that is generated as a result of or in association with the underground storage of natural gas; d. any waste that is generated as a result of or in association with liquefied petroleum gas well storage operations; and e. any products or byproducts resulting from the treatment, processing, or modification of any of the above wastes.
5. As used in this Ordinance the term "oil waste" shall mean: a. any liquid or solid waste or its constituents that is generated as a result of oil extraction activities, which may consist of water, brine, chemicals, naturally occurring radioactive materials, heavy metals, or other contaminants; b. leachate from solid wastes associated with oil extraction activities; and c. any products or byproducts resulting from the treatment, processing, or modification of any of the above wastes.
6. As used in this Ordinance the term "application" shall mean the physical act of placing or spreading natural gas waste or oil waste on any road or real property located within the Town of Branford.
7. As used in this Ordinance the term Town shall mean the Town of Branford.

xxx-02 Prohibitions.

1. The application of natural gas waste or oil waste, whether or not such waste has received Beneficial Use Determination or other approval for use by DEEP (Department of Energy & Environmental Protection) or any other regulatory body, on any road or real property located within the Town for any purpose is prohibited.

2. The Introduction of natural gas waste or oil waste into any wastewater treatment facility within or operated by the Town is prohibited.
3. The introduction of natural gas waste or oil waste into any solid waste management facility within or operated by the Town is prohibited.
4. The storage, disposal, sale, acquisition, handling, treatment and/or processing of waste from natural gas or oil extraction is prohibited within the Town.

xxx-03 Provision for language to be included in bids and contracts related to the construction or maintenance of publicly owned and/or maintained roads or real property within the Town.

1. All bids and contracts related to the purchase or acquisition of materials to be used to construct or maintain any publicly owned and/or maintained road or real property within the Town shall include a provision stating that no materials containing natural gas or oil waste shall be provided to the Town.
2. All bids and contracts related to the retention of services to construct or maintain any publicly owned and/or maintained road or real property within the Town shall include a provision stating that no materials containing natural gas or oil waste shall be utilized in providing such a service.
3. The following statement, which shall be a sworn statement under penalty of perjury, shall be included in all bids related to the purchase or acquisition of materials to be used to construct or maintain any publicly owned and or maintained road or real property within the Town and all bids related to the retention of services to construct or maintain any publicly owned and/or maintained road or real property within the Town: "We _____ hereby submit a bid for materials, equipment and/or labor for the Town of Branford. The bid is for bid documents titled _____. We hereby certify under penalty of perjury that no natural gas waste or oil waste will be used by the undersigned bidder or any contractor, sub-contractor, agent or vendor agent in connection with the bid; nor will the undersigned bidder or any sub-contractor, agent or vendor agent thereof apply any natural gas waste or oil waste to any road or real property with the Town of Branford as a result of the submittal of this bid if selected."

xxx-04 Penalties.

This ordinance shall apply to any and all actions occurring on or after the effective date of this ordinance. The Town is empowered to issue "Cease and Desist" orders in case of any violation of the Prohibitions and Provision stated above in Sections 1 and 2. It is further empowered to require remediation of any damage done to any land, road, building, aquifer, well, water course, air quality or other asset, be it public or private, within the Town of Branford.

Any person who violates this ordinance shall be liable for a civil penalty of not less than one thousand dollars, nor more than ten thousand dollars for each day of the violation (per CGS 22a-250(h)) *Littering or dumping prohibited. Orders. Procedures. Penalties.*

xxx-05 Enforcement Officials.

Any designee authorized by the Board of Selectman of Branford may pursue penalties against any person who commits violations of this ordinance. The involvement of any Branford officials will not require testing of waste products to determine chemical contents, as this work will be done via contacting CT DEEP or other 3rd party analytical laboratories as is current practice of the Town of Branford for other exposures to potentially hazardous chemical situations.

xxx-06 Transportation.

Nothing in this ordinance shall be interpreted to ban the transportation of any product or by-product described herein on any roadway or real property within the Town of Branford.

xxx-07 Severability.

If any clause, sentence, paragraph, subdivision, section or part of this ordinance or the application thereof to any person, individual, corporation, firm, partnership, entity or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgement shall not affect, impair, effect or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this ordinance, on in its application to the person, individual, corporation, firm, partnership, entity or circumstance directly involved in the controversy in which such order or judgment shall be rendered. In addition, any section of this ordinance that is pre-empted by future State of Connecticut regulations will be declared null and void. To further this end, the provisions of this Chapter of the Branford Town Code are hereby declared to be severable.

Sirois, Cathy

Subject: FW: Electricity

From: Jylkka, Jeff
Sent: Wednesday, March 29, 2017 8:55 AM
To: Maniscalco, Mike <mmaniscalco@easthamptonct.gov>
Subject: Electricity

Customer Cost Summary:

Electric Summary

Non-Taxable Amount:	\$34,920.83
Taxable Amount:	\$0.00
Conservation Fund Incentive:	\$13,750.47
Sales Tax:	\$0.00
Net Total Cost to Customer:	\$21,170.36

Jeff Jylkka, CPA
Town of East Hampton
Finance Department
20 East High Street
East Hampton, CT 06424
860-267-7548

Sirois, Cathy

Subject: FW: LED Lighting Project at the Library

From: Paul, Ellen
Sent: Thursday, April 06, 2017 3:58 PM
To: Maniscalco, Mike <mmaniscalco@easthamptonct.gov>
Subject: LED Lighting Project at the Library

Hi Mike –

I'd like to lend my support to the proposed LED light conversion project at the Library and Community Center.

One of the first things I noticed when I walked into the East Hampton Public Library was how dark it was. Even on the sunniest days, the adult reading room remains dim and cave-like. Libraries should be bright, vibrant and welcoming to the community. Our lighting gives the opposite impression.

In talking to Public Works and Library staff, I understand that part of our lighting problem stems from broken light fixtures and blown out light bulbs. With the library's cathedral ceiling, Public Works would have to rent a cherry picker to fix our lighting. Since renting a cherry picker is expensive, they put off the project until there was a critical mass of broken lights. I don't believe that we can ignore these broken fixtures anymore.

I was thrilled when I heard about the plan to convert the lighting at the library to LEDs. As I understand it, this project would allow us to fix our broken light fixtures and bulbs. What's more, these bulbs would be brighter and would last upwards of 20 years.

Regardless of whether or not we move forward with the LED project, these light fixtures and light bulbs will have to be fixed and it will be an expense for the town.

I'd like to invite any of our town council members to visit the library. I would love to show them the lighting and talk to them about some of my visions for the library's future.

All the best,
Ellen

--

Ellen Paul
Library Director
East Hampton Public Library

860.267.6621
epaul@easthamptonct.gov

Sirois, Cathy

From: Maniscalco, Mike
Sent: Thursday, March 23, 2017 5:31 PM
To: Sirois, Cathy
Subject: Fwd: Energy efficiency contract
Attachments: KSB_SAMPLE-SFP_VPA_NA_BQ.pdf; ATT00001.htm; TownOfEastHamptonCt 01 (002).pdf; ATT00002.htm

Below and attached for the TC packet

Michael Maniscalco, MPA
Town Manager
Town of East Hampton
20 E. High St
East Hampton CT 06424

860-267-4468

Begin forwarded message:

From: "Jylkka, Jeff" <jjylkka@easthamptonct.gov>
To: "Maniscalco, Mike" <mmaniscalco@easthamptonct.gov>
Subject: RE: Energy efficiency contract

1. Interest rate is 0.00%
2. The bill should decrease by \$33.11 a month based on current usage.
3. I have attached the sample financing agreement and basic terms and conditions.

Let me know if you need anything else.

Jeff

-----Original Message-----

From: Maniscalco, Mike
Sent: Tuesday, March 21, 2017 7:14 PM
To: Jylkka, Jeff <jjylkka@easthamptonct.gov>
Subject: Energy efficiency contract

Jeff,

The Council had some questions regarding the contract. Can you please answer the following:

1. What is the interest rate?
2. Will the total bill increase?
3. Can we have a copy of the contract for the Council to see?

We can take this item up next Tuesday.

Best,

March 1, 2017

Mr. Jeff Jylkka, CPA Finance Dept.
Town of East Hampton, CT

Via e-mail

Dear Mr. Jylkka

M-Core Credit Corporation is pleased to present the following proposal for the financing of your Eversource energy savings project. The basic terms and conditions of our Government Obligation Contract (GOC) financing are as follows:

- Obligor:** Town of East Hampton, CT
- Obligee:** M-Core Credit Corporation & or its Underwriter/ Assigns.
- Amount:** \$21,170.36.
- Equipment:** See Eversource letter of agreement (LOA) workscope.
- Term:** 48 MOS.. Note: The project is projected to save \$474.16 per month in electric costs or a net monthly reduction of \$33.11
- Monthly Payment:** \$441.05 (Payment factor is based on a rate of 0.0% and subject to change prior to approval.)
- Structure:** First monthly payment due upon lease start, remaining 47 monthly payments begin 30days thereafter.
- Purchase Option:** \$0.00 at the end of the term. Anytime during the term at 102% of the then remaining principal balance.
- Anticipated Closing Date:** Must be within 30 days of date of this letter.
- Closing Date:** If the transaction is not funded by the anticipated closing date, M-Core Credit Corporation reserves the right to re-price the transaction at current market conditions.
- GOC Commencement:** The GOC shall commence upon receipt of all GOC and invoice documentation, acceptable proof of payment, satisfactory equipment verification inspection report and acceptance certification.
- Net GOC:** This transaction is a net lease. All charges related to the use or possession of the equipment (i.e. maintenance, insurance and taxes) shall be for the account of the Obligor.
- Tax Status:** This proposal is subject to the Obligor being qualified as a governmental entity or "political subdivision" within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended. Obligor agrees to cooperate with Obligee in providing evidence as deemed necessary or desirable by Obligee to substantiate such tax status.
- Documentation:** Standard M-Core Credit Corporation or its Underwriters documentation will be used. Legal fees, if any, will be for the account of the Obligor. Documents will include but are not limited to the following:
Government Obligation Contract (GOC)
Equipment Description
Delivery and Acceptance Certificate
Payment Schedule

Board Resolution and Certificate of Incumbency
Non-Arbitrage Certificate
Insurance Certificate or Evidence of Self Insurance
UCCs
IRS Form 8038g
Bank Qualified Certificate - **OBLIGOR'S TOTAL AMOUNT OF TAX-EXEMPT DEBT TO BE ISSUED IN THIS CALENDAR YEAR WILL NOT EXCEED THE \$10,000,000 LIMIT, OR THE INTEREST RATE IS SUBJECT TO CHANGE.**

Other Charges: Credit Service, Recordation, Documentation, Filing and Equipment Verification Inspection charge \$0.00. Plus lien search charges, if required.

Proposal Expiration: This proposal will **expire March 17, 2017** unless the enclosed original copy is signed and returned to M-Core Credit Corporation along with the amount requested below, by this date.

THIS PROPOSAL IS NOT A COMMITMENT AND IS SUBJECT TO FINAL APPROVAL AND DOCUMENTATION SATISFACTORY TO THE OBLIGEE AND THE OBLIGEE'S LEGAL COUNSEL. MONTHLY PAYMENTS AND PAYMENT FACTORS MAY VARY PRIOR TO CLOSING BASED UPON CHANGES IN RATES SPECIFIED ABOVE.

If the above terms and conditions are acceptable to you, please sign the enclosed original copy of this proposal, and return to M-Core Credit Corporation.

Failure to consummate this transaction once credit approval is granted and the documents are drafted and delivered to Obligor will result in a documentation fee being assessed to the Obligor.

M-Core Credit Corporation appreciates this opportunity to assist you with your equipment financing needs.

Sincerely,

Michael R. Weisberg

Michael R. Weisberg, Principal michael@m-corecredit.com 845-369-8777 ext. 221
M-Core Credit Corporation

Town of East Hampton, CT

BY: _____ (Print name & title of authorized signature)

Agreed: _____ (Authorized signature only) Date: _____

Please circle the billing option you require for loan payments:

Direct billing and collecting from M-Core Credit *or* Eversource On-bill billing and collecting.

PLEASE NOTE: This Sample contract, presented upon your request, may or may not contain the same language as the contract proposed after credit approval is obtained. As such, no negotiation of contract terms will occur until after credit approval and issuance of formal contract.

GOVERNMENT OBLIGATION CONTRACT

Obligor

Obligee

M-Core Credit Corporation
21 Par Road
Montebello, New York 10901

Dated as of

This Government Obligation Contract dated as of the date listed above is between Obligee and Obligor listed directly above. Obligee desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligor desires to have Obligee finance the purchase of the Equipment subject to the terms and conditions of this Contract which are set forth below.

I. Definitions

Section 1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Additional Schedule" refers to the proper execution of additional schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by the Obligee all of which relate to the financing of additional Equipment.

"Budget Year" means the Obligor's fiscal year.

"Commencement Date" is the date when Obligor's obligation to pay Contract Payments begins.

"Contract" means this Government Obligation Contract and all Exhibits attached hereto, all addenda, modifications, schedules, refinancings, guarantees and all documents relied upon by Obligee prior to execution of this Contract.

"Contract Payments" means the payments Obligor is required to make under this Contract as set forth on Exhibit B.

"Contract Term" means the Original Term and all Renewal Terms.

"Exhibit" includes the Exhibits attached hereto, and any "Additional Schedule", whether now existing or subsequently created.

"Equipment" means all of the items of Equipment listed on Exhibit A and any Additional Schedule, whether now existing or subsequently created, and all replacements, restorations, modifications and improvements.

"Government" as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"), or a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.

"Obligee" means the entity originally listed above as Obligee or any of its assignees.

"Obligor" means the entity listed above as Obligor and which is financing the Equipment through Obligee under the provisions of this Contract.

"Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.

"Partial Prepayment Date" means the first Contract Payment date that occurs on or after the earlier of (a) the twenty-four month (24) anniversary of the Commencement Date or (b) the date on which Obligor has accepted all the Equipment and all amounts have been disbursed from the Vendor Payable Account to pay for the Equipment.

"Purchase Price" means the total cost of the Equipment, including all delivery charges, installation charges, legal fees, financing costs, recording and filing fees and other costs necessary to vest full, clear legal title to the Equipment in Obligor, subject to the security interest granted to and retained by Obligee as set forth in this Contract, and otherwise incurred in connection with the financing of this Equipment.

"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor's Budget Year and each succeeding Budget Year for the number of Budget Years necessary to comprise the Contract Term.

"State" means the state in which Obligor is located.

"Surplus Amount" means any amount on deposit in the Vendor Payable Account on the Partial Prepayment Date.

"Vendor Payable Account" means the separate account of that name established pursuant to Section X of this Contract.

II. Obligor Warranties

Section 2.01 Obligor represents, warrants and covenants as follows for the benefit of Obligee or its assignees:

- (a) Obligor is an "issuer of tax exempt obligations" because Obligor is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") or because Obligor is a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.
- (b) Obligor has complied with any requirement for a referendum and/or competitive bidding.
- (c) Obligor has complied with all statutory laws and regulations that may be applicable to the execution of this Contract; Obligor, and its officer executing this Contract, are authorized under the Constitution and laws of the State to enter into this Contract and have used and followed all proper procedures of its governing body in executing and delivering this Contract. The officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms.
- (d) Obligor shall use the Equipment only for essential, traditional government purposes.
- (e) Should the IRS disallow the tax-exempt status of the interest portion of the Contract Payments as a result of the failure of the Obligor to use the Equipment for governmental purposes, or should the Obligor cease to be an issuer of tax exempt obligations, or should the obligation of Obligor created under this Contract cease to be a tax exempt obligation for any reason, then Obligor shall be required to pay additional sums to the Obligee or its assignees so as to bring the after tax yield on this Contract to the same level as the Obligee or its assignees would attain if the transaction continued to be tax-exempt.
- (f) Obligor has never non-appropriated funds under a contract similar to this Contract.
- (g) Obligor will submit to the Secretary of the Treasury an information reporting statement as required by the Code.
- (h) Upon request by Obligee, Obligor will provide Obligee with current financial statements, reports, budgets or other relevant fiscal information.
- (i) Obligor shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.
- (j) Obligor hereby warrants the General Fund of the Obligor is the primary source of funds or a backup source of funds from which the Contract Payments will be made.
- (k) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit B hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.
- (l) Obligor has selected both the Equipment and the vendor(s) from whom the Equipment is to be purchased upon its own judgment and without reliance on any manufacturer, merchant, vendor or distributor, or agent thereof, of such equipment to the public.
- (m) Obligor owns free and clear of any liens any additional collateral pledged, subject only to the lien described herein; Obligor has not and will not, during the Contract Term, create, permit, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment and any additional collateral except those created by this Contract.

Section 2.02 Escrow Agreement. In the event both Obligee and Obligor mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligee and Obligor agree to execute and deliver and to cause Escrow Agent to execute and deliver the Escrow Agreement. This Contract shall take effect only upon execution and delivery of the Escrow Agreement by the parties thereto. Obligee shall deposit or cause to be deposited with the Escrow Agent for credit to the Equipment Acquisition Fund the sum of N/A, which shall be held, invested and disbursed in accordance with the Escrow Agreement.

III. Acquisition of Equipment, Contract Payments and the Purchase Option Price

Section 3.01 Acquisition and Acceptance. Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. The Payment Request and Equipment Acceptance Form must be signed by the same authorized individual(s) who signed the Signature Card, Exhibit G. By making a Contract Payment after its receipt of the Equipment pursuant to this Contract, Obligor shall be deemed to have accepted the Equipment on the date of such Contract Payment for purposes of this Contract. All Contract Payments paid prior to delivery of the Payment Request and Equipment Acceptance Form shall be credited to Contract Payments as they become due as shown on the Contract Payment Schedule attached as Exhibit B hereto.

Section 3.02 Contract Payments. Obligor shall pay Contract Payments exclusively to Obligee or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall be sent to the location specified by the Obligee or its assignees. The Contract Payments shall constitute a current expense of the Obligor and shall not constitute an indebtedness of the Obligor. The Contract Payments, payable without notice or demand, are due as set forth on Exhibit B. Obligee shall have the option to charge interest at the highest lawful rate on any Contract Payment received later than the due date for the number of days that the Contract Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days that the Contract Payment(s) were late. Obligee shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract Payment that is past due. Furthermore, Obligor agrees to pay any fees associated with the use of a payment system other than check, wire transfer, or ACH. Once all amounts due Obligee hereunder have been received, Obligor will release any and all of its rights, title and interest in the Equipment.

SECTION 3.03 Contract Payments Unconditional. Except as provided under Section 4.01, THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF, OR SUBJECT TO DEFENSE OR COUNTERCLAIM.

Section 3.04 Purchase Option Price. Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Obligee then Obligee will transfer any and all of its rights, title and interest in the Equipment to Obligor.

Section 3.05 Contract Term. The Contract Term shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Obligor has not non-appropriated as provided for in this Contract then the Contract Term shall be extended into the next Renewal Term and the Obligor shall be obligated to make all the Contract Payments that come due during such Renewal Term.

Section 3.06 Disclaimer of Warranties. OBLIGEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGEE IS NOT A MANUFACTURER, SELLER, VENDOR OR DISTRIBUTOR, OR AGENT THEREOF, OF SUCH EQUIPMENT; NOR IS OBLIGEE A MERCHANT OR IN THE BUSINESS OF DISTRIBUTING SUCH EQUIPMENT TO THE PUBLIC. OBLIGEE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

IV. Non-Appropriation

Section 4.01 Non-Appropriation. If insufficient funds are available in Obligor's budget for the next Budget Year to make the Contract Payments for the next Renewal Term and the funds to make such Contract Payments are otherwise unavailable by any lawful means whatsoever, then Obligor may non-appropriate the funds to pay the Contract Payments for the next Renewal Term. Such non-appropriation shall be evidenced by the passage of an ordinance or resolution by the governing body of Obligor specifically prohibiting Obligor from performing its obligations under this Contract and from using any moneys to pay the Contract Payments due under this Contract for a designated Budget Year and all subsequent Budget Years. If Obligor non-appropriates, then all obligations of the Obligor under this Contract regarding Contract Payments for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Obligor of any kind provided that if Obligor has not delivered possession of the Equipment to Obligee as provided herein and conveyed to Obligee or released its interest in the Equipment by the end of the last Budget Year for which Contract Payments were paid, the termination shall nevertheless be effective but Obligor shall be responsible for the payment of damages in an amount equal to the amount of the Contract Payments thereafter coming due under Exhibit B which are attributable to the number of days after such Budget Year during which Obligor fails to take such actions and for any other loss suffered by Obligee as a result of Obligor's failure to take such actions as required. Obligor shall immediately notify the Obligee as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Obligor shall deliver the Equipment to Obligee as provided below in Section 9.04. Obligor shall be liable for all damage to the Equipment other than normal wear and tear. If Obligor fails to deliver the Equipment to Obligee, then Obligee may enter the premises where the Equipment is located and take possession of the Equipment and charge Obligor for costs incurred.

V. Insurance, Damage, Insufficiency of Proceeds

Section 5.01 Insurance. Obligor shall maintain both property insurance and liability insurance at its own expense with respect to the Equipment. Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Obligor is required to make Contract Payments. Obligor shall provide Obligee with a Certificate of Insurance which lists the Obligee and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

- (a) Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Obligee in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Obligor may insure the Equipment under a blanket insurance policy or policies.
- (b) The liability insurance shall insure Obligee from liability and property damage in any form and amount satisfactory to Obligee.
- (c) Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Obligee with a certificate and/or other documents which evidences such coverage.
- (d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Obligee and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Obligee or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Obligee or its assignees. Obligor shall furnish to Obligee certificates evidencing such coverage throughout the Contract Term.

Section 5.02 Damage to or Destruction of Equipment. Obligor assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Obligor will immediately report all such losses to all possible insurers and take the proper procedures to obtain all insurance proceeds. At the option of Obligee, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03 Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Obligee, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Obligee.

Section 5.04 Obligor Negligence. Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Obligor or of third parties, and whether such property damage be to Obligor's property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Obligor), which is proximately caused by the negligent conduct of Obligor, its officers, employees and agents.

Section 5.05 Reimbursement. Obligor hereby assumes responsibility for and agrees to reimburse Obligee for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Obligee that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Obligor, its officers, employees and agents, or arose out of installation, operation, possession, storage or use of any item of the Equipment, to the maximum extent permitted by law.

VI. Title and Security Interest

Section 6.01 Title. Title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Obligee in the event Obligor non-appropriates under Section 4.01 or in the event Obligor defaults under Section 9.01. In such event, Obligor shall execute and deliver to Obligee such documents as Obligee may request to evidence the passage of legal title to the Equipment to Obligee.

Section 6.02 Security Interest. To secure the payment of all Obligor's obligations under this Contract, as well as all other obligations, debts and liabilities, plus interest thereon, whether now existing or subsequently created, Obligor hereby grants to Obligee a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A, including any and all additional collateral listed on any other Exhibit A. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Obligor authorizes Obligee to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the security interest created hereunder. Obligor agrees that any Equipment listed on Exhibit A is and will remain personal property and will not be considered a fixture even if attached to real property.

VII. Assignment

Section 7.01 Assignment by Obligees. All of Obligees' rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Obligees at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Obligees or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments.

Section 7.02 Assignment by Obligor. None of Obligor's right, title and interest under this Contract and in the Equipment may be assigned by Obligor unless Obligees approves of such assignment in writing before such assignment occurs and only after Obligor first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

VIII. Maintenance of Equipment

Section 8.01 Equipment. Obligor shall keep the Equipment in good repair and working order, and as required by manufacturer's and warranty specifications. If Equipment consists of copiers, Obligor is required to enter into a copier maintenance/service agreement. Obligees shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Obligor will be liable for all damage to the Equipment, other than normal wear and tear, caused by Obligor, its employees or its agents. Obligor shall pay for and obtain all permits, licenses and taxes related to the ownership, installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Obligees is listed as First Lienholder on all of the title(s). Obligor shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Obligor agrees that Obligees or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Obligees deems necessary or appropriate to protect Obligees' interest in the Equipment and in this Contract. Obligor shall allow Obligees to examine and inspect the Equipment at all reasonable times.

IX. Default

Section 9.01 Events of Default defined. The following events shall constitute an "Event of Default" under this Contract:

- (a) Failure by Obligor to pay any Contract Payment listed on Exhibit B for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit B.
- (b) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Obligees that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Obligees may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate.
- (c) Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is given to Obligor by Obligees, unless Obligees agrees in writing to an extension of time. Obligees will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above.
- (d) Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date when made regardless of Obligor's intent and which materially adversely affects the rights or security of Obligees under this Contract.
- (e) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Obligees.
- (f) Except as provided in Section 4.01 above, Obligor admits in writing its inability to pay its obligations.
- (g) Obligor defaults on one or more of its other obligations.
- (h) Obligor becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator, custodian, or liquidator of Obligor, or all or substantially all of its assets, or a petition for relief is filed by Obligor under federal bankruptcy, insolvency or similar laws, or is filed against Obligor and is not dismissed within thirty (30) days thereafter.

Section 9.02 Remedies on Default. Whenever any Event of Default exists, Obligees shall have the right to take one or any combination of the following remedial steps:

- (a) With or without terminating this Contract, Obligees may declare all Contract Payments and other amounts payable by Obligor hereunder to the end of the then current Budget Year to be immediately due and payable.
- (b) With or without terminating this Contract, Obligees may require Obligor at Obligor's expense to redeliver any or all of the Equipment and any additional collateral to Obligees as provided below in Section 9.04. Such delivery shall take place within fifteen (15) days after the Event of Default occurs. If Obligor fails to deliver the Equipment and any additional collateral, Obligees may enter the premises where the Equipment and any additional collateral is located and take possession of the Equipment and any additional collateral and charge Obligor for costs incurred. Notwithstanding that Obligees has taken possession of the Equipment and any additional collateral, Obligor shall still be obligated to pay the remaining Contract Payments due up until the end of the then current Original Term or Renewal Term. Obligor will be liable for any damage to the Equipment and any additional collateral caused by Obligor or its employees or agents.
- (c) Obligees may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Obligor shall be responsible to Obligees for all costs incurred by Obligees in the enforcement of its rights under this Contract including, but not limited to, reasonable attorney fees.

Section 9.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Obligees is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

Section 9.04 Return of Equipment and Storage.

- (a) **Surrender:** The Obligor shall, at its own expense, surrender the Equipment, any additional collateral and all required documentation to evidence transfer of title from Obligor to the Obligees in the event of a default or a non-appropriation by delivering the Equipment and any additional collateral to the Obligees to a location accessible by common carrier and designated by Obligees. In the case that any of the Equipment and any additional collateral consists of software, Obligor shall destroy all intangible items constituting such software and shall deliver to Obligees all tangible items constituting such software. At Obligees' request, Obligor shall also certify in a form acceptable to Obligees that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Obligees and/or the vendor of the software to inspect Obligor's locations to verify compliance with the terms hereto.
- (b) **Delivery:** The Equipment and any additional collateral shall be delivered to the location designated by the Obligees by a common carrier unless the Obligees agrees in writing that a common carrier is not needed. When the Equipment and any additional collateral is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Obligees' instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment and any additional collateral or its component parts from the Obligor's property all without liability to the Obligees. Obligor shall pack or crate the Equipment and any additional collateral and all of the component parts of the Equipment and any additional collateral carefully and in accordance with any recommendations of the manufacturer. The Obligor shall deliver to the Obligees the plans, specifications, operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and any additional collateral and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment and any additional collateral.
- (c) **Condition:** When the Equipment is surrendered to the Obligees it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Obligees to sell or lease it to a third party and be free of all liens. If Obligees reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligees may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Obligor shall promptly reimburse Obligees for all amounts reasonably expended in connection with the foregoing.
- (d) **Storage:** Upon written request by the Obligees, the Obligor shall provide free storage for the Equipment and any additional collateral for a period not to exceed 60 days after the expiration of the Contract Term before returning it to the Obligees. The Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Obligees shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.

X. Vendor Payable Account

Section 10.01 Establishment of Vendor Payable Account. On the date that the Obligees executed this Contract, which is on or after the date that the Obligor executes this Contract, Obligees agrees to (i) make available to Obligor an amount sufficient to pay the total Purchase Price for the Equipment by establishing a separate, non-interest bearing account (the "Vendor Payable Account"), as agent for Obligor's account, with a financial institution that Obligees selects that is acceptable to Obligor (including Obligees or any of its affiliates) and (ii) to deposit an amount equal to such Purchase Price as reflected on Exhibit B in the Vendor Payable Account. Obligor hereby further agrees to make the representations, warranties and covenants relating to the Vendor Payable Account as set forth in Exhibit C attached hereto. Upon Obligor's delivery to Obligees of a Payment Request and Equipment Acceptance Form in the form set forth in Exhibit F attached hereto, Obligor authorizes Obligees to withdraw funds from the Vendor Payable Account from time to time to pay the Purchase Price, or a portion thereof, for each item of Equipment as it is delivered to Obligor. The Payment Request and Equipment Acceptance Form must be signed by an authorized individual acting on behalf of Obligor. The authorized individual or individuals designated by the Obligor must sign the Signature Card which will be kept in the possession of the Obligees.

Section 10.02 Down Payment. Prior to the disbursement of any funds from the Vendor Payable Account, the Obligor must either (1) deposit all the down payment funds that the Obligor has committed towards the purchase of the Equipment into the Vendor Payable Account or (2) Obligor must provide written verification to the satisfaction of the Obligees that all the down payment funds Obligor has committed towards the purchase of the Equipment have already been spent or are simultaneously being spent with the funds requested from the Initial Payment Request and Equipment Acceptance Form. For purposes of this Section, the down payment funds committed towards the Equipment from the Obligor are the down payment funds that were represented to the Obligees at the time this transaction was submitted for credit approval by the Obligor to the Obligees.

Section 10.03 Disbursement upon Non-Appropriation or Default. If an event of non-appropriation or default occurs prior to the Partial Prepayment Date, the amount then on deposit in the Vendor Payable Account shall be retained by the Obligee and Obligor will have no interest therein.

Section 10.04 Surplus Amount. Any Surplus Amount then on deposit in the Vendor Payable Account on the Partial Prepayment Date shall be applied to pay on such Partial Prepayment Date a portion of the Purchase Option Price then applicable.

Section 10.05 Recalculation of Contract Payments. Upon payment of a portion of the Purchase Option Price as provided in Section 10.04 above, each Contract Payment thereafter shall be reduced by an amount calculated by Obligee based upon a fraction the numerator of which is the Surplus Amount and the denominator of which is the Purchase Option Price on such Partial Prepayment Date. Within 15 days after such Partial Prepayment Date, Obligee shall provide to Obligor a revised Exhibit B to this Contract, which shall take into account such payment of a portion of the Purchase Option Price thereafter and shall be and become thereafter Exhibit B to this Contract. Notwithstanding any other provision of this Section 10, this Contract shall remain in full force and effect with respect to all or the portion of the Equipment accepted by Obligor as provided in this Contract, and the portion of the principal component of Contract Payments remaining unpaid after the Partial Prepayment Date plus accrued interest thereon shall remain payable in accordance with the terms of this Contract, including revised Exhibit B hereto which shall be binding and conclusive upon Obligee and Obligor.

XI. Miscellaneous

Section 11.01 Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 11.02 Binding Effect. Obligor acknowledges this Contract is not binding upon the Obligee or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligee's satisfaction, and Obligee has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Obligee and Obligor and their respective successors and assigns.

Section 11.03 Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.04 Amendments, Addenda, Changes or Modifications. This Contract may be amended, added to, changed or modified by written agreement duly executed by Obligee and Obligor. Furthermore, Obligee reserves the right to directly charge or amortize into the remaining balance due from Obligor, a reasonable fee, to be determined at that time, as compensation to Obligee for the additional administrative expense resulting from such amendment, addenda, change or modification requested by Obligor.

Section 11.05 Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.06 Captions. The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract.

Section 11.07 Master Contract. This Contract can be utilized as a Master Contract. This means that the Obligee and the Obligor may agree to the financing of additional Equipment under this Contract at some point in the future by executing one or more Additional Schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by Obligee. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Contract shall govern each Additional Schedule.

Section 11.08 Entire Writing. This Contract constitutes the entire writing between Obligee and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract, the Equipment or any additional collateral, financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Obligee and will not apply to this Contract.

Obligee and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed below.

M-Core Credit Corporation

Signature

Signature

Printed Name and Title

Printed Name and Title

SAMPLE

EXHIBIT A

DESCRIPTION OF EQUIPMENT

RE: Government Obligation Contract dated as of _____, between M-Core Credit Corporation (Obligee) and (Obligor)

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

SAMPLE

Physical Address of Equipment after Delivery : _____

EXHIBIT B
PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of _____, between M-Core Credit Corporation (Obligee) and (Obligor)

Date of First Payment:
Original Balance:
Total Number of Payments:
Number of Payments Per Year:

<u>Pmt</u>	<u>Due</u>	<u>Contract</u>	<u>Applied to</u>	<u>Applied to</u>	<u>*Purchase</u>
<u>No.</u>	<u>Date</u>	<u>Payment</u>	<u>Interest</u>	<u>Principal</u>	<u>Option Price</u>

Signature

Printed Name and Title

*Assumes all Contract Payments due to date are paid

SAMPLE

EXHIBIT C
ACCEPTANCE OF OBLIGATION
TO COMMENCE CONTRACT PAYMENTS UNDER EXHIBIT B

RE: Government Obligation Contract dated as of _____, between M-Core Credit Corporation (Obligee) and (Obligor)

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Acceptance of Obligation to commence Contract Payments with respect to the above referenced Contract. I hereby certify that:

1. The Equipment described on Exhibit A has not been delivered, installed or available for use as of the Commencement date of this Contract.
2. Obligor acknowledges that Obligee has agreed to deposit into a Vendor Payable Account an amount sufficient to pay the total purchase price (the "Purchase Price") for the Equipment so identified in such Exhibit A;
3. The principal amount of the Contract Payments in the Exhibit B accurately reflects the Purchase Price;
4. Obligor agrees to execute a Payment Request and Equipment Acceptance Form authorizing payment of the Purchase Price, or a portion thereof, for each withdrawal of funds from the Vendor Payable Account.

Notwithstanding that the Equipment has not been delivered to or accepted by Obligor on the date of execution of the Contract, Obligor hereby warrants that:

- (a) Obligor's obligation to commence Contract Payments as set forth in Exhibit B is absolute and unconditional as of the Commencement Date and on each date set forth in Exhibit B thereafter, subject to the terms and conditions of the Contract;
- (b) immediately upon delivery and acceptance of all the Equipment, Obligor will notify Obligee of Obligor's final acceptance of the Equipment by delivering to Obligee the "Payment Request and Equipment Acceptance Form" in the form set forth in Exhibit F attached to the Contract;
- (c) in the event that any Surplus Amount is on deposit in the Vendor Payable Account when an event of non-appropriation or default under the Contract occurs, then those amounts shall be applied as provided in Section 10 of the Contract;
- (d) regardless of whether Obligor delivers a final Payment Request and Equipment Acceptance Form, all Contract Payments paid prior to delivery of all the Equipment shall be credited to Contract Payments as they become due under the Contract as set forth in Exhibit B.

Signature

Printed Name and Title

SAMPLE

EXHIBIT D
OBLIGOR RESOLUTION

RE: Government Obligation Contract dated as of _____, between M-Core Credit Corporation (Obligee) and (Obligor)

At a duly called meeting of the Governing Body of the Obligor (as defined in the Contract) held on _____ the following resolution was introduced and adopted:

BE IT RESOLVED by the Governing Body of Obligor as follows:

- Determination of Need.** The Governing Body of Obligor has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of the Government Obligation Contract dated as of _____, between (Obligor) and M-Core Credit Corporation (Obligee).
- Approval and Authorization.** The Governing Body of Obligor has determined that the Contract, substantially in the form presented to this meeting, is in the best interests of the Obligor for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Contract by the Obligor and hereby designates and authorizes the following person(s) to execute and deliver the Contract on Obligor's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Contract.

Authorized Individual(s): _____

(Typed or Printed Name and Title of individual(s) authorized to execute the Contract)

- Adoption of Resolution.** The signatures below from the designated individuals from the Governing Body of the Obligor evidence the adoption by the Governing Body of this Resolution.

Signature: _____

(Signature of Secretary, Board Chairman or other member of the Governing Body)

Printed Name & Title: _____

(Printed Name and Title of individual who signed directly above)

Attested By: _____

(Signature of one additional person who can witness the passage of this Resolution)

Printed Name & Title: _____

(Printed Name of individual who signed directly above)

SAMPLE

EXHIBIT E
OFFICER'S CERTIFICATE

RE: Government Obligation Contract dated as of _____, between M-Core Credit Corporation (Obligee) and (Obligor)

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Officer's Certificate with respect to the above referenced Contract. I hereby certify that:

1. Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.
2. Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
3. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.
4. The governing body of Obligor has approved the authorization, execution and delivery of this Contract on its behalf by the authorized representative of Obligor who signed the Contract.
5. Please list the Source of Funds (Fund Item in Budget) for the Contract Payments that come due under Exhibit B of this Contract.

Source of Funds : _____

By signing below, Obligor hereby authorizes the General Fund of the Obligor as a backup source of funds from which the Contract Payments can be made.

Signature

Printed Name and Title

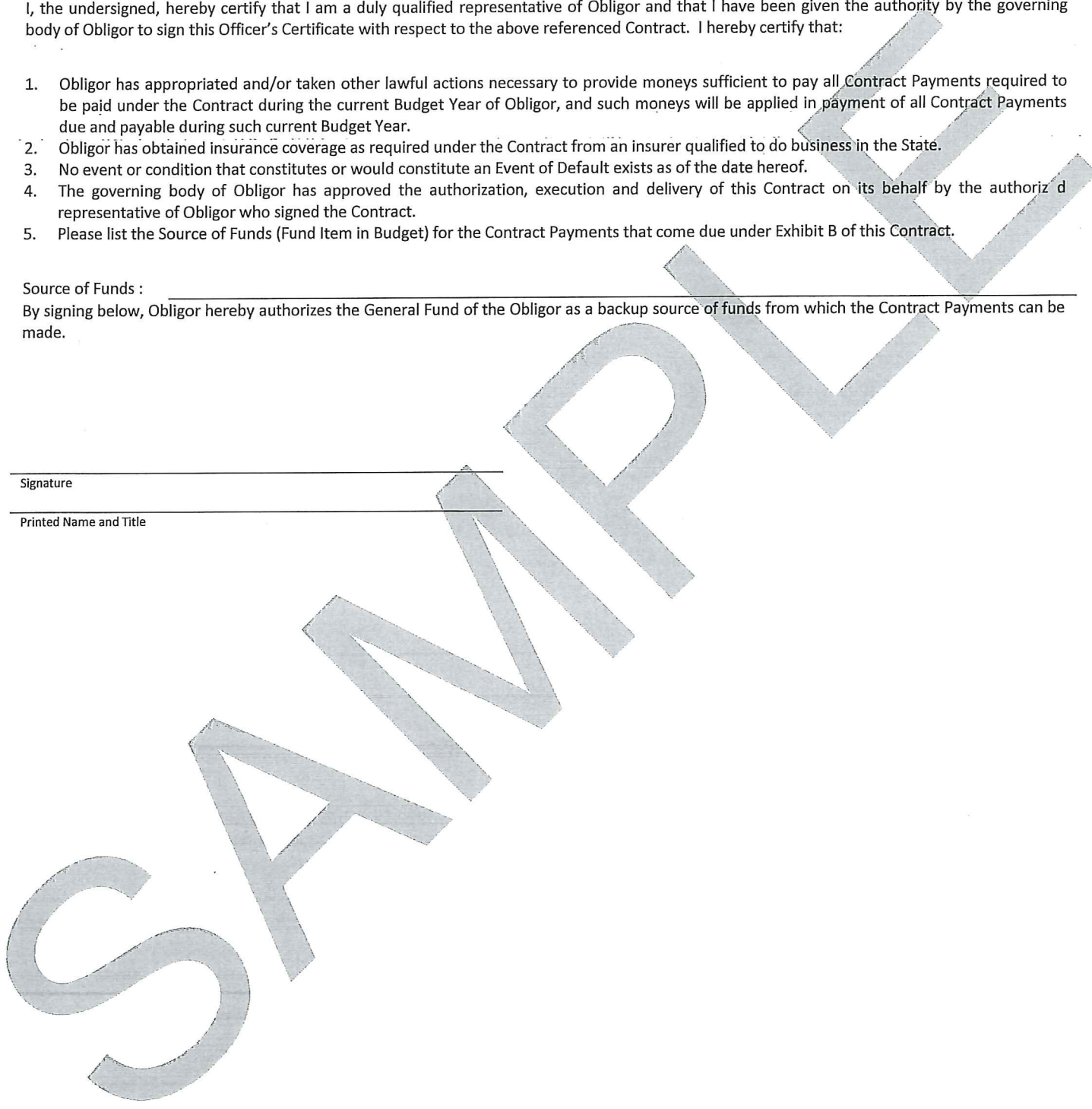


EXHIBIT F

PAYMENT REQUEST AND EQUIPMENT ACCEPTANCE FORM

RE: Government Obligation Contract dated as of _____, between M-Core Credit Corporation (Obligee) and (Obligor)

In accordance with Section 10.01, by executing this Payment Request and Equipment Acceptance Form the Obligor hereby represents that the Payee or Payees listed below who are requesting payment have delivered the Equipment or a portion of the Equipment or performed the services to the satisfaction of the Obligor and that the amounts requested below by the Payee or Payees are proportionate with the value of the Equipment delivered or services rendered by the Payee or Payees. The Obligor hereby represents and warrants for all purposes that:

1. Pursuant to the invoice attached hereto, the amount to be disbursed is \$ _____ and this amount is consistent with the Contract between Obligor and Vendor.
2. Payment is to be made to: Payee: _____
3. The undersigned certifies that the following documents are attached to this Payment Request and Equipment Acceptance Form when there is a request for a release of funds from the Vendor Payable Account to pay for a portion, or all, of the Equipment: (1) Invoice from the Vendor, (2) copy of the Contract between Obligor and Vendor (if requested by the Obligee), (3) Insurance Certificate (if applicable), (4) front and back copy of the original MSO/Title listing KS StateBank and/or its assigns as the first lien holder (if applicable). By executing this Payment Request and Equipment Acceptance Form and attaching the documents as required above, the Obligor shall be deemed to have accepted this portion of the Equipment for all purposes under the Contract, including, without limitation, the obligation of Obligor to make the Contract Payments with respect thereto in a proportionate amount of the total Contract Payment.
4. No amount listed in this exhibit was included in any such exhibit previously submitted.
5. Each disbursement hereby requested has been incurred and is a proper charge against the Vendor Payable Account. No amount hereby requested to be disbursed will be paid to Obligor as reimbursement for any expenditure paid by Obligor more than 60 days prior to the date of execution and delivery of the Contract.
6. The Equipment referenced in the attached has been delivered, installed, inspected and tested as necessary and in accordance with Obligor's specifications and accepted for all purposes.
7. That Obligor is or will be the title owner to the Equipment referenced in the attached, and that in the event that any third party makes a claim to such title that Obligor will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to such Equipment, or a portion thereof, and keep the Contract in full force and effect. Furthermore, Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
8. Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.
9. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Payment Request and Equipment Acceptance Form.

Please forward this document and any correspondence relating to vendor payment to:

michael@m-corecredit.com

Please call (845) 369-8777 if you have any questions.

Signature

Printed Name and Title

EXHIBIT G
SIGNATURE CARD

RE: Government Obligation Contract dated as of _____, between M-Core Credit Corporation (Obligee) and (Obligor)

The below signatures will be used for purposes of verifying the signature on a Payment Request and Equipment Acceptance Form prior to making payments from the Equipment Acquisition Fund or Vendor Payable Account. By signing below, the undersigned represents and warrants that s/he has received all appropriate authority from .

Signature

Printed Name and Title

Signature of additional authorized individual (optional) of Obligor

Signature

Printed Name and Title

SAMPLE

EXHIBIT H
OBLIGOR ACKNOWLEDGEMENT

RE: Government Obligation Contract dated as of _____, between M-Core Credit Corporation (Obligee) and (Obligor)

Obligor hereby acknowledges that it has ordered or caused to be ordered the equipment that is the subject of the above-mentioned Contract.

Please complete the below information, attach another page if necessary

Vendor Name: _____
Phone: _____
Contact Person: _____
Equipment: _____
Cost of Equipment: _____

Vendor Name: _____
Phone: _____
Contact Person: _____
Equipment: _____
Cost of Equipment: _____

Vendor Name: _____
Phone: _____
Contact Person: _____
Equipment: _____
Cost of Equipment: _____

Vendor Name: _____
Phone: _____
Contact Person: _____
Equipment: _____
Cost of Equipment: _____

Vendor Name: _____
Phone: _____
Contact Person: _____
Equipment: _____
Cost of Equipment: _____

Obligor will immediately notify Obligee if any of the information listed above is changed.

EXHIBIT I
BANK QUALIFIED CERTIFICATE

RE: Government Obligation Contract dated as of _____, between M-Core Credit Corporation (Obligee) and (Obligor)

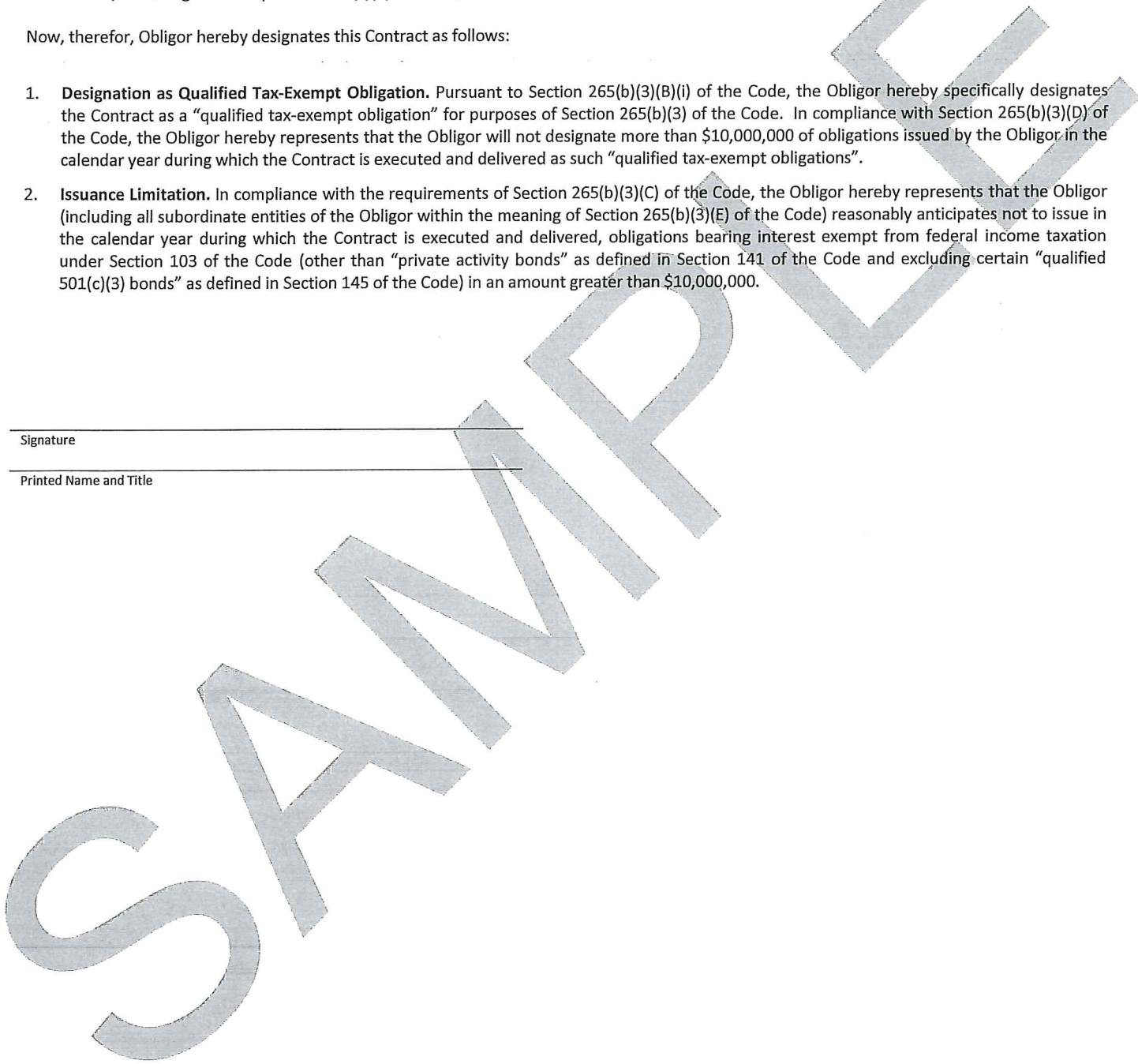
Whereas, Obligor hereby represents that it is a "Bank Qualified" Issuer for the calendar year in which this Contract is executed by making the following designations with respect to Section 265 of the Internal Revenue Code of 1986, as amended (the "Code"). (A "Bank Qualified Issuer" is an issuer that issues less than ten million (\$10,000,000) dollars of tax-exempt obligations other than "private activity bonds" as defined in Section 141 of the Code, excluding certain "qualified 501(c)(3) bonds" as defined in Section 145 of the Code, during the calendar year).

Now, therefor, Obligor hereby designates this Contract as follows:

- 1. Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(i) of the Code, the Obligor hereby specifically designates the Contract as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Obligor hereby represents that the Obligor will not designate more than \$10,000,000 of obligations issued by the Obligor in the calendar year during which the Contract is executed and delivered as such "qualified tax-exempt obligations".
- 2. Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Obligor hereby represents that the Obligor (including all subordinate entities of the Obligor within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Contract is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code and excluding certain "qualified 501(c)(3) bonds" as defined in Section 145 of the Code) in an amount greater than \$10,000,000.

Signature

Printed Name and Title



Information Return for Tax-Exempt Governmental Obligations

Department of the Treasury
Internal Revenue Service

▶ Under Internal Revenue Code section 149(e)
▶ See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>
1 Issuer's name	2 Issuer's employer identification number (EIN)	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)	3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)
6 City, town, or post office, state, and ZIP code		7 Date of issue
8 Name of issue		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11	
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe ▶	18	
19 If obligations are TANs or RANs, check only box 19a		<input type="checkbox"/>
If obligations are BANs, check only box 19b		<input type="checkbox"/>
20 If obligations are in the form of a lease or installment sale, check box		<input type="checkbox"/>

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	\$	\$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22	
23 Issue price of entire issue (enter amount from line 21, column (b))	23	
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	
25 Proceeds used for credit enhancement	25	
26 Proceeds allocated to reasonably required reserve or replacement fund	26	
27 Proceeds used to currently refund prior issues	27	
28 Proceeds used to advance refund prior issues	28	
29 Total (add lines 24 through 28)	29	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	_____
34 Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)	_____

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35		
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a		
b	Enter the final maturity date of the GIC ▶ _____			
c	Enter the name of the GIC provider ▶ _____			
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37		
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:			
b	Enter the date of the master pool obligation ▶ _____			
c	Enter the EIN of the issuer of the master pool obligation ▶ _____			
d	Enter the name of the issuer of the master pool obligation ▶ _____			
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box			<input checked="" type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box			<input type="checkbox"/>
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:			
b	Name of hedge provider ▶ _____			
c	Type of hedge ▶ _____			
d	Term of hedge ▶ _____			
42	If the issuer has superintegrated the hedge, check box			<input type="checkbox"/>
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box			<input type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 148, check box			<input type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement. ▶ _____			
b	Enter the date the official intent was adopted ▶ _____			

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.				
	▶ _____ ▶		▶ _____ ▶		
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Type or print name and title	PTIN
	Firm's Name ▶	Firm's EIN ▶		Check <input type="checkbox"/> if self-employed	
	Firm's Address ▶	Phone no.			

3/24/2017

Architect RFP Spreadsheet of Reviews

	Kaestle Boos	Quisenbury Arcari	TLBArchitecture	Amenta Emma
Fees				
4.1	\$105,000.00	\$67,800.00	\$84,723.00	\$95,000.00
4.2	\$262,500.00	\$300,000.00	\$99,672.00	\$218,000.00
4.3	\$682,500.00	\$573,000.00	\$719,105.00	\$584,000.00
Total	\$1,050,000.00	\$940,800.00	\$903,500.00	\$897,000.00
How Long in Business?	42 years	15 years	27 years	32 years
Staff				
Total Staff	59	28	41	41
Architects	11	10	17	17
% of architects	18.64%	35.71%	41.46%	41.46%
Level of Principal Involvement & Staffing	Chuck Boos - Principal - 15% Phase 1, 10% Phase 2; Scott Mangiagli Principal - 40% Phase 1, 50% Phase 2. There will be 4 architects working on the project.	Significant Principal involvement - Tom Arcari, Principal - % not specified, There will be 2 architects on the project.	Significant Principal Involvement - % not specified. Three architects will be working on this project.	50% Principal Involvement - Tony Amenta; They will have 4 staff architects on this project.
Current Workload	# of jobs Total Value	7 \$258,000,000.00	14 \$21,000,000.00	6 \$354,000,000.00
Any legal issues?	Not at this time. Were in litigation several years ago but this was handled.	None	Yes, one lawsuit by TLBA for non payment of Contract Sum. This was settled in favor of TLBA.	None

Sustainability Experience?

<u>Kaestle Boos</u>	<u>Quisenbury Arcari</u>	<u>Amenta Emma</u>
<u>TLBArchitecture</u>		

<p>Yes - Sustainable Design is an integral part of their design philosophy and is incorporated into their projects as a matter of course and best practice.</p> <p>Yes</p>	<p>Science & Technology, Civic Architecture, Athletics & Recreation and Master Planning</p> <p>Education, Town Halls, Residential, Senior Centers</p> <p>Police, Municipal, Education</p> <p>No - Included within reimbursable budget. Belief that there is no "one size fits all" in public safety or municipal buildings. They have recently completed the design of the Munson combined Police Station / Town Hall Facility. The buildings must reflect the unique needs of the staff as well as the community.</p>	<p>Yes, They are unique in that green building design expertise is distributed throughout all levels of their staff.</p> <p>Focused on Public, Corporate, Mixed Use, Civic and Education</p> <p>No - recommend \$54K</p> <p>1) With regard to Municipal Architecture - "These grand gestures stand not as a monument to power, but as a demonstration of civic pride and a message that the community as a whole is worth the investment." 2) To create efficient, comfortable, functional and aspirational buildings and spaces, of quality and long term viability, diverse groups must come together to reach a common objective.</p> <p>Yes</p> <p>Their project architect has worked on over 10 town halls and police stations in the last 5 years. She comes from Jucunski Humes. "Our approach is unique among architectural firms. It is defined by the vitality we infuse into the creative process and the collaborative environment we encourage." 2) The Amenta Emma Team believes in "right sizing" the project to an acceptable budget in the initial Phase before creating drawings. Towards this end, our conceptual estimating approach is straightforward, linear and conclusive.</p>
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Areas of Expertise?

Is Cost Estimating Included?

Comments

REQUESTS TO CONSULT WITH A CONTRACTED TOWN ATTORNEY

To obtain legal information from Town Attorneys, a Town Council member must contact the Town Council Chair or the Town Manager explaining their request in writing. The Council Chair or Town Manager will then forward the request to the appropriate Town Attorney.

All members of the council will be notified of both the request and response. The response from the Attorney will be emailed to all council members.

Keeping in mind that Legal Fees are increasing, we expect a monthly accounting of them and also expect a strong effort by the Town Manager and Town Council to reduce these costs.

11-12-13

TAX ASSESSMENT AGREEMENT

THIS TAX ASSESSMENT AGREEMENT (“Agreement”), made and entered into as of March ___, 2017, by and between West High Enterprises, LLC (“West High”), a limited liability company organized and existing under the laws of the State of Connecticut, having an office and principal place of business at 244 Middletown Ave, East Hampton, CT, and the Town of East Hampton, a municipal corporation located in the County of Middlesex and State of Connecticut, acting herein by Michael Maniscalco, its Town Manager (the “Town”).

RECITALS

- A. West High is planning to build a retail building facility at 201 West High Street within a 43680 square foot commercial building (“Retail Facility”); and
- B. Said Commercial Building will be located on real property more particularly described in Exhibit A attached hereto and made a part hereof (the “Real Property”); and
- C. Section 12-65b of the Connecticut General Statutes (“CGS”) provides that a municipality may enter into a written agreement with a party owning an interest in real property, to fix the assessment of the real property for a period of not more than two (2) years, provided the improvements made by the owner cost at least FIVE HUNDRED THOUSAND DOLLARS (\$500,000) but less than THREE MILLION DOLLARS (\$3,000,000.00) and are constructed for certain uses which include office, retail, permanent residential, transient residential, information technology, recreation facilities, manufacturing warehouse, storage, distribution; and
- D. The Property meets the requirements of CGS Section 12-65b, which permits tax assessment agreements under certain conditions, since the Property will be used as a office/retail facility as required by the statute; and
- E. The Town deems it desirable to enter into an agreement fixing the assessment with respect thereto as an inducement to West High to develop the Property; and
- F. This Agreement has been authorized by an affirmative vote of the legislative body of the Town on September 11, 2012 in accordance with CGS Section 12-65b; and

- G. It is the intent of the parties hereto that this Agreement shall cover only the real property assessment and shall not affect any future personal property assessments.

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

1. Fixed Assessment Period. The Fixed Assessment Period shall be a separate and distinct period for the Real Property which shall be established as of the date the Certificate of Occupancy is issued for the Retail Facility, commencing upon the October 17 following the date on which the Certificate of Occupancy for such facility is issued. The tax assessment on the Real Property only shall be fixed in the following manner:
 - a. *Year 0* - The assessment made prior to the October 1 commencement date of each Fixed Assessment Period shall be fixed at the current land value of the Real Property and shall continue until the commencement of the applicable Fixed Assessment. The Certificate of Occupancy for the Retail Facility shall be obtained no later than twelve (12) months after the execution of this Agreement or this Agreement shall be deemed null and void.
 - b. *Year 1 – Year 2* - The assessments made on October 1 of Year 1 and Year 2 shall be fixed at the current land value of 201 West High Street.
 - c. *Year 3* – The assessments made on October 1 of Year 3 shall be based upon the valuation of the land and structures situated on the Real Property.
2. Acceptance of Valuation. As a further inducement for the Town to enter this Agreement, West High agrees to accept as correct the value placed upon the Improved Property by the Town at the time of the commencement of the applicable Fixed Assessment Period and any change in the valuation for any subsequent improvements to the subject building, and during the term of the applicable Fixed Assessment Period, West High waives any rights to appeal said valuations under CGS Sections 12-111, 12-117a, or 12-119 or any successor statute, reserving the right, however, to appeal such assessment to the East Hampton Board of Assessment Appeals. The Town shall not change the assessed value of any particular building during the term of that building's Fixed Assessment Period, but if a town wide revaluation shall have occurred during such building's Fixed Assessment

Period, the Town may cause a revaluation to be made of such building upon termination of the Fixed Assessment Period therefor. The Town shall not otherwise revalue the Property, except as part of a town-wide revaluation or upon any subsequent improvements. The purpose of this clause is to assure that the Town will be able to collect full taxes on the assessed value at the conclusion of the period of diminished taxes as set forth above and through any revaluation then in effect.

3. Default. If West High defaults under the terms of this Agreement, West High shall pay within thirty (30) days after the receipt of a bill therefore, to the Town such sum as may be set forth on said bill.
 4. Condemnation. In the event the Property or any part thereof, or any estate therein is taken by condemnation or eminent domain during said Fixed Assessment Period, the applicable fixed assessments specified in Section 1 shall be adjusted to reflect the diminution of value arising out of said taking, in the manner provided by state and local laws and ordinances.
 5. Fire or Other Casualty. In the event the Property or any part thereof or any estate therein is damaged or destroyed by fire or other casualty during said Fixed Assessment Period, the applicable Fixed Assessment shall not be adjusted.
 6. Amendments. This Agreement may not be modified or amended except by a written agreement signed by both parties.
 7. Sale of Property. In the event the Property or any part thereof is sold to another party during the Fixed Assessment Period, the remainder of the Fixed Assessment Period shall continue to be effective with respect to the successor owner(s) of the Property.
 8. Severability. A ruling by any court or administrative body that a portion of this Agreement is invalid or unconstitutional shall have no effect on the other terms hereof which shall remain in full force and effect and binding on the parties.
-

9. Applicable Law. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Connecticut.

IN WITNESS WHEREOF, the parties have executed this Tax Assessment Agreement and affixed their seals hereto, as of the date first above mentioned.

Signed and delivered in the presence of:

Town of East Hampton

By: _____
Michael Maniscalco
Its Town Manager

West High Enterprises LLC

Kathleen E. Larson

[Signature]

By: *[Signature]*

Wayne Rand
Its Manager
Duly Authorized

STATE OF CONNECTICUT)
)
COUNTY OF MIDDLESEX)

ss. East Hampton

On this the ___ day of _____, 2015, before me, _____, the undersigned officer, personally appeared Michael Maniscalco who acknowledged himself to be the Town Manager of the Town of East Hampton, a municipality, and that he, as such town Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the town by himself as Town Manager.

In witness whereof I hereunto set my hand.

Commissioner of the Superior Court

STATE OF CONNECTICUT)
)
COUNTY OF MIDDLESEX)

ss: East Hampton

On this the 6 day of April, 2015, before me, Ashley Rand, the undersigned officer, personally appeared Wayne Rand, who acknowledged himself to be the Manager of West High Enterprises LLC, a manager managed limited liability company, and that he, as such Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Manager.

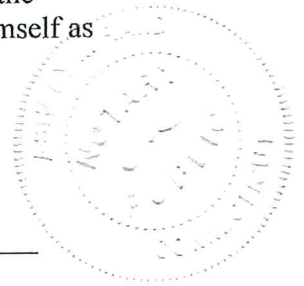
In witness whereof I hereunto set my hand.

Ashley Rand

Commissioner of the Superior Court

Notary Public

My Commission Expires: 11/30/19



Sirois, Cathy

Subject: FW: Elderly Nutrition Program Update

From: Ewing, Jo Ann
Sent: Thursday, April 06, 2017 3:02 PM
To: Maniscalco, Mike <mmaniscalco@easthamptonct.gov>
Subject: RE: Elderly Nutrition Program Update

The CRT nutrition program at the Senior Center is functioning the same way it did in February, when they suspended serving meals on Tuesday and Thursdays. CRT instituted a 7 meal cap for each day. The meals are not served as they were prior to Feb. 1st. The meals come in unitized meals which are similar to the Meals On Wheels packaging. I call them TV dinners.

Effective April 3rd CRT increased the meal cap to 9 meals, three days a week. I requested a schedule change and effective 4/11/17 the nine(9) hot meals at the Senior Center will be served each day, Tuesday, Wednesday, Thursday. I requested this change because more people are at the Center to take advantage of the program should there be cancellations. I also asked if we could have the meals served as they were before and CRT did grant that request as well.

There have been no changes to the Meals On Wheels program: I have volunteers who deliver 3-4 meals a day. I have not received any requests for new MOW participants, recently, but I think the word is out there is a waiting list. MOW people continue to get two less meals on the weekends and no delivery for the holidays.

The Commission On Aging sent out letters to the community asking for funds to support the food program. We need approximately \$2,000 a month to bring the program back to the September #'s. It is our intention to 'private pay' for the meals that are not included in the present Title III grant. This would give about 50 more meals a week.

Melissa Ziobron introduced a CRT/ Medallion program that hopefully a local group will take over to implement. This is to raise funds for the Meals On Wheels program.

I hope to get the meal program back to some sort of normalcy, so we can continue to look at alternatives that might better meet the needs of our residents. I intend to follow-up with the schools, staffing and the budget process has interrupted the on-going development of this idea. There are other areas that need to be researched and followed up on. This will be an on-going process.

The present fundraising initiatives will help get things on track so that the next steps can be followed-up on. If you have any other questions feel free to call me.

Jo Ann H. Ewing
Town of East Hampton
Senior Services Coordinator &
Municipal Agent For the Elderly
860-267-4426 (tel.)
860-267-7682



AGENDA
ITEM # 12

Office of the COLLECTOR OF REVENUE
KRISTY MERRIFIELD, CCMC
kmerrifield@easthamptonct.gov

April 7, 2017

To: The East Hampton Town Council,

The documentation of the below listed tax refunds is available in the Office of the Collector of Revenue for your review. There are 6 refunds totaling \$14,918.06.

Respectfully Submitted,

A handwritten signature in black ink that reads "Kristy L. Merrifield, CCMC".

Kristy L. Merrifield, CCMC
Collector of Revenue

0 • C

406.00	+
11.01	+
14,328.74	+
143.61	+
3.68	+
25.02	+
14,918.06	*

BOARD AND COMMISSION SUMMARY
MARCH, 2017**250th Anniversary Committee**

The 250th Anniversary Committee held a regular meeting on March 2nd. Participation in the Old Homes Day and Memorial Day Parades were discussed. A tree planting at Sears Park has been planned for April 22nd at 11:00. Letters are to be sent to Civic Groups in Town to ask them to sponsor events, and/or the birthday cards, which will be decorated by students and others that wish to participate in town. The Survivors Swing Band was booked for the Gala (11/5 at St. Clements). A talk on the history of East Hampton's bars, taverns & inns will take place at Angelico's April 3rd; this will also kick off the \$17.67 meal deal week.

Arts & Culture Commission

Carol Lane and Shirley Brooks attended the budget meeting on March 15 to share budget items and introduce themselves to the Town Council. 250th anniversary celebration grant update – Two grant proposals have been submitted so far and two grant proposals for the EHACC annual grant program have been submitted. The Seamster Park Photo Contest deadline has been extended to the end of March. Commissioner Mindy Mills Maynard will be a judge. Carol Lane attended CT Arts Day 2017 and said it was free and lovely and included art programs and schools, theaters from towns across the state. Carol said she would like to see some of the groups in East Hampton such as YPCCA and Epoch Arts get nominated for recognition at this annual event. Ed Yocher updated the commission on the current attempt to get the Wreaths Across America to make a stop in East Hampton. The Commission will attend the All District Art Show on Tuesday, March 21 from 5 to 6:30 p.m. at the High School.

Board of Finance

The following Board of Finance meetings took place in the month of March:

- March 13 Budget Presentations (Board of Education & Town)
- March 15 Budget Workshop (Sr. Center, Commission on Aging, Public Library, Youth & Family Services, Parks & Rec, Arts & Culture Commission)
- March 16 Budget Workshop (Town Clerk, Tax Collector, Middle Haddam Library, Fire Department, Emergency Management, EDC, Conservation Lake, Brownfields Redevelopment Agency)
- March 17 Budget Workshop (Board of Education)
- March 18 Budget Workshop (Police Dept., Public Works, Building Planning & Zoning, Registrar)
- March 20 Regular Meeting – Budget Deliberation
- March 27 Special Meeting – Budget Deliberation
- March 31 Budget Workshop (Board of Education)

Brownfields Redevelopment Agency

The Brownfields Redevelopment Agency held their regular meeting on March 27. Town ownership of the property at 1 Watrous was discussed. Written staff reports were requested by a member. A possible forum in conjunction with the EDC for village center businesses was discussed. 13 Watrous St. was discussed along with possible need for soil sampling/remediation. The water had stopped flowing through the pipe in the site, but that was due to the pond being dry not that the pipe has been fixed.

Clean Energy Task Force

The Clean Energy Task Force held their regular meeting on March 7. A representative from the Clean Energy Community Program at Eversource was present to discuss how the Town can participate in and partner with that program. One member reached out to the High School to see how clean energy is part of the curriculum and to offer any assistance. They also plan to reach out the WPCA to learn more about a possible future solar array installation.

Commission on Aging

The Commission on Aging met on March 9th. The Commission members discussed the issues related to the elderly nutrition program and what can be done to provide additional funding to the program. The next Round Table meeting is March 29th in Hebron. The survey is printed and ready to be inserted into the Rivereast.

Conservation-Lake Commission

The Conservation-Lake Commission held their regular meeting on March 9. P&Z Official DeCarli spoke to the CLC about a Lake smart program in Maine that aims to educate homeowners about fixes they can implement to make their property more lake healthy, then reward them with public recognition such as a plaque. The Commission is forming a subcommittee to explore further. The Committee recommended some improvements in the plans for a new parking lot at the EH Housing Authority at Bellwood Court. The presentation to the Council on in-lake treatment was discussed, along with costs and the logistics of the permit. Budget cuts to the implementation of the 9 point plan were discussed at length.

Design Review Board

No meeting

Economic Development Commission

The Economic Development Commission held their regular meeting on March 21. KOCO will receive the next Belltown Spotlight on Business. There is a tentative Business Showcase being planned for 8/23 7:00 – 8:00 PM at the new Bevin House Bed & Breakfast. The Commission seeks to find a way to reach out to Village Center business owners for discussion.

Ethics Commission

No meeting

Fire Commission

The Board of Fire Commissioners held their regular meeting on March 13. The report from ACG on the 2016 Awards Program for members was presented; annual statements were mailed. The new ladder truck is in Co#1, the members are being trained on it now and final installations are occurring. A wet-down ceremony will occur later in the spring when the weather improves. Possible changes to the Awards Program were discussed. It is intended as a tool to retain and attract volunteers and as it is now, many members are not able to take advantage of it because of scheduling (outside of the FD) and timing of calls. This will be discussed further, with a probable change to the program to be presented to the Council in the future. An executive session was held to talk with a member regarding his worker's comp issues.

High School Building Committee

The High School Building Committee held their regular meeting on March 16. The meeting that took place with the State DPH and Snyder Engineering regarding the blue water issue was discussed at length. Snyder will be testing a water aeration system at the school to see if this resolves the issue; if not a chemical treatment option will be discussed, with the goal being to raise the pH of the water, which has resolved issues in other buildings with similar problems. Discussion on the deferred items list occurred, and possible contingency budget left for these items as the project nears completion.

Inland Wetland Watercourses Agency

The Inlands Wetlands and Watercourses Agency held their regular meeting on March 29. An application for a new parking lot at EH Housing Authority/Bellwood Court was approved, incorporating design suggestions from the Cons-Lake Commission. A new application for a new single family home on Wopowog was continued. An application for directional drilling at 135 Middle Haddam Rd. was approved, with multiple conditions, after discussion and continuation of many months due to the fact that there were interveners involved in the application.

Joint Facilities

The meeting of the Colchester –East Hampton Joint Facilities Committee was held at the Colchester-East Hampton Waste Water Treatment Plant Meeting Room on Tuesday March 21st at 5:00 P.M. Mr. Clayton delivered the Joint Facilities Operations and Maintenance reports for January and February. He gave a brief overview of miscellaneous routine repairs along with the multiple major repairs/replacements at the Millstream Pump Station (PS). An order was placed for both the new Bar Screen compactor (Huber) and the RAC's system (Lakeside). The Ice Pigging jobs at Hawthorne PS and Princess Pocotopaug PS were completed and successful. After a final review, the members approved the 2017/18 Joint Facilities Operating Budget.

Library Advisory Board

The Library Advisory Board held their regular meeting on March 6. They discussed a welcome party for Ellen Paul, new Library Director. Alan Hurst, the only existing member of the Friends of the Library, attended the meeting to discuss how he and the Advisory Board can partner together.

Middle Haddam Historic District Commission

No meeting

Parks & Recreation Advisory Board

At the March meeting of the Parks and Recreation Advisory Board the board discussed the Seamster Park fundraising efforts. The board also discussed the current state of the Skate Park at Sears Park and what should be done with it. The board will come up with a list of ideas and this will be addressed at a later date. Shawn Mullen gave a report on the status of Spring and Summer programs and discussed the possibility of having vending machines in the park instead of operating the concession stand.

Planning & Zoning Commission

Application of Clark Hill Estates, 109 Clark Hill for a re-subdivision Map 11/ Block 39/ Lot 2-4 – Approved with conditions.

Application of T&O Enterprises East High Street for New Commercial Construction (13,850 sq. ft.) Map 26/ Block 85/ Lot 14 – Approved with conditions.

Application of East Hampton Housing Authority, 18 West Dr. Bellwood Court – Site Plan Modification, Lake Watershed, to Build an addition to the Community Building to create ADA bathroom and handicap accessible laundry and to reconstruct parking lot– Map 04A/ Block 39A/ Lot 2A – Approved with conditions.

Application of Sheila Mullen (Fat Orange Cat Brew Co.), 47 Tartia Road for additional parking on property. Map 27/ Block 55/ Lot 2 – Approved with conditions.

Town Facilities Building Committee

The Town Facilities Building Committee held 5 regular meetings and 1 special meeting during March. Glenn Gollenberg was elected Chairperson; Kurt Comisky was elected Vice Chair. A site visit to the Motto's property occurred, documents regarding the project were reviewed, the scope of the OPM and the project as a whole (including programming) was thoroughly reviewed, subcommittees were formed, the RFP for the Architect was sent out and returned, and the field of possible architects was narrowed. The committee planned how to question and score potential architects. Those interviews will take place in April, and a recommendation to the Town Council will come shortly thereafter.

Water Development Task Force

The regular meeting of the Water Development Task Force was held at the Colchester-East Hampton Waste Water Treatment Plant Meeting Room on Thursday March 9th at 6:30 P.M. The Task force reviewed the latest version of the scope of work which will be presented to the top three firms. The members approved the Scope of Cost RFP with a few changes. All the firms will be notified of the committee's decision of their status by mail the week of March 13th.

Water Pollution Control Authority

The regular meeting of the Water Pollution Control Authority Committee was held at the Colchester-East Hampton Waste Water Treatment Plant Meeting Room on Tuesday March 7th at 6:00 P.M. The WPCA committee reviewed and discussed the recommended operating and revenue budget for 17/18 fiscal year. Any changes or

correction will be made at the April 20st 2017 meeting. Mr. Smith reported on the last legislative committee meeting. A report was provided indicating the proposed Acts that are still in progress and the ones that are now dead. Pump #4 at Royal Oaks Pump Station (PS) was pulled and replaced. Town Center PS is running fine. Mr. Smith had a conversation with Dave Kuzminski from the Town of Portland. Portland is looking at making a possible joint venture between the East Hampton Water System and St. Clements and the Great Hill Pond areas. Portland will submit a proposal with their intentions.

Zoning Board of Appeals

Application of Glen Threlfall of 14 Mark Twain Dr., to reduce the front yard setback from 25' to 7.3' to construct a deck. - Approved

Application of William and Susan McCann of 41 Middle Haddam Rd., to reduce the north side yard setback from 25' to 10' and the rear setback from 50' to 10' to accommodate a barn/garage. Approved.

Application of Stacey Golub/CT Draft Horse Rescue of 113 Chestnut Hill Rd., to reduce the north and south side setbacks from 100' to 40' for animal enclosures as required under Section 8.4 D Commercial Stables. Approved.

VFW

VETERANS OF FOREIGN WARS

FOWLER-DIX-PARK POST NO. 5095

20 N Maple Street
East Hampton, Connecticut 06424



Mr. Louis A. Carillo
38 Old Middletown Ave
East Hampton, CT 06424 ★



Michael Mamiscalco & Town Council, are cordially invited to participate in the East Hampton Memorial Day parade on Monday, May 29, 2017.

This year, we again invite you to enter a float. Floats should be of patriotic theme. Trophies will be awarded for 1st, 2nd and 3rd place.

The parade will assemble at the East Hampton High School on North Maple Street at 8:30a.m. Please feel free to contact me at 860-462-3711 if you have questions or need further information.

Sincerely,

Louis Carillo, President
VFW Post #5095
Memorial Day Parade Veterans Association

Please note: The Parade will not stop at the Levee Cemetery.

