

WOLCOTT TOWN COUNCIL

Regular Meeting

Tuesday, August 21, 2012

Council Chambers, Wolcott Town Hall

7:00 p.m.

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MINUTES

Note: These are summary minutes; a tape recording of this meeting is on file in Commission Secretary's Office in Wolcott Town Hall.

Chairman Valletta called the meeting to order at 7:08 p.m. with the Pledge of Allegiance, and attendance was taken.

MEMBERS PRESENT: Chairman David Valletta, Vice-Chairman Gale Lanza Mastrofrancesco, James Pape, Roger Picard, Jeffrey Slavin, Rachel Wisler, Charles Marsella, and Donald Charette Sr.

MEMBERS ABSENT: Francis Masi

ALSO PRESENT: Mayor Thomas G. Dunn; Linda Bruce, Municipal Finance Officer; Brian Tynan, Town Attorney; Joseph Macary, Superintendent of Schools; Patricia Najarian, Board of Education Chairperson; Anthony Casagrande, Board of Education Member; et al.

APPROVAL OF MINUTES:

▪ **Regular Meeting – July 17, 2012**

Upon **MOTION** by James Pape, seconded by Jeffrey Slavin, it was unanimously voted to **approve** the minutes of the Regular Meeting held on July 17, 2012.

▪ **Special Meeting – July 31, 2012**

Upon **MOTION** by Rachel Wisler, seconded by Jeffrey Slavin, it was unanimously voted to **approve** the minutes of the Special Meeting held on July 31, 2012.

TAXPAYERS' TIME: (Limited to Items on the Agenda)

No taxpayers came forward.

CORRESPONDENCE (on file):

1. **Finance Office Transfers for FY 2011-2012 Year End, submitted by Linda Bruce**
2. **Proposed Resolution: 2013 Small Town Economic Assistance Program (STEAP)**

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- 3. Proposed Multi-Year Lease Agreement with LEAF Capital Funding, LLC for Office Equipment for Assessor's Office**
- 4. Letter dated August 16th from Town Attorney Brian Tynan regarding proposed lease agreement for Assessor's Office**
- 5. Town of Wolcott Annual Report for FY 2011-2012 submitted by Mayor's Office**
- 6. Wolcott Public Schools Annual Report for FY 2011-2012 submitted by Superintendent Joseph Macary**
- 7. Board of Education Year to Date Budget Report for FY 2011-2012 dated 07-31-12**
- 8. Board of Education Year to Date Budget Report for FY 2012-2013 dated 07-31-12**
- 9. Town of Wolcott Expenditure Report, Revenue Report, & Trial Balance, for month ending 07-31-12**
- 10. Letter dated August 21st from Superintendent Macary regarding the Wolcott Public Schools Administrators' Contract (contract attached)**

MAYOR'S REPORT:

Mayor Dunn came forward and reported the following:

- Road reconstruction and other capital projects are going very well; the main waterline on Woodtick Road has been installed; lines will be brought to the properties and then paving will be done
- School starts Wednesday, August 29th
- The Wolcott Country Fair went very well at the new property

A question and answer period followed, during which discussions were held regarding the following:

- Ruts and patches were left on lower Woodtick Road for six weeks; Mayor Dunn noted that he was not happy about how the road was left, but they are supposed to be taking care of the holes this week
- Break away chain on Stanley Street; Mayor Dunn noted that it was dead ended because cars were speeding through using it as a short cut; it was very dangerous; they will reevaluate it at some point to make it less of an eyesore

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- Tree problem/site line issue on Clark Road; Mayor Dunn noted that they are waiting on the State to get permission to cut the trees; it is a wetland area
 - Status of road reconstruction; the status of various roads were discussed; Mayor Dunn noted that they are ahead of schedule

FINANCE OFFICER'S REPORT/TRANSFERS:

Linda Bruce came forward and reported that the auditors from Blum, Shapiro arrived at Town Hall yesterday as scheduled. She next reported that she submitted additional year end transfers for FY 2011-2012 for approval.

A brief question and answer period followed regarding the following:

- The current tax collections of almost \$11,000,000; it was questioned whether this number seems low; Mrs. Bruce stated that the number is on par with what they normally collect at this point; taxes were due by August 1st and they were still opening mail that was dated for August 1st; they will see additional postings
- Library-Dept. 551; month to date expenditure of \$769.00 from the Telephone account; it was questioned whether a phone bill that high was customary; Mrs. Bruce noted that something could have been posted to that line item in error or it could be a maintenance contract that was paid; she will look into it and report at the next meeting

Upon **MOTION** by Gale Mastrofrancesco, seconded by Rachel Wisler, it was unanimously voted to **approve** the following transfer from FY 2011-2012 Year End; from Fund 01; Dept. 112 Other General Government; from line item #4710 Telephone \$1,874.15, also from line item #4210 Refuse Collection \$1,985.11, to line item #2500 Unemployment Compensation \$3,859.26 (**see attached**).

Upon **MOTION** by Roger Picard, seconded by Jeffrey Slavin, it was unanimously voted to **approve** the following transfer from FY 2011-2012 Year End; from Fund 31 Farmingbury Hills Commission; from line item #1311 Rangers \$1,505.56, to line item #1400 Overtime \$694.62; also to line item #1310 Wages – Seasonal Help \$200.00; and also to line item # 1140 Wages – Operations \$610.94 (**see attached**).

Upon **MOTION** by Jeffrey Slavin, seconded by Rachel Wisler, it was unanimously voted to **approve** the following transfer from FY 2011-2012 Year End; from Fund 35; Sewer Usage; from line item #1400 Overtime \$965.35, to line item #1220 Part-Time Billing Clerk \$430.35, and also to line item #1100 Salary Administrative \$535.00 (**see attached**).

Upon **MOTION** by Roger Picard, seconded by Jeffrey Slavin, it was unanimously voted to **approve** the following transfer from FY 2011-2012 Year End; from Fund 36; Water Usage; from line item #1140 Wages - Operations \$246.22, to line item

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#2200 Social Security \$108.17, and also to #1120 Wages - Clerical \$138.05 (**see attached**).

SUB-COMMITTEE AND LIAISON REPORTS:

NEGOTIATIONS COMMITTEE: Mrs. Mastrofrancesco reported that there was a mediation hearing held, a statutory requirement, which resulted from the rejection of the Administrators' Contract. The meeting went well; the contract was ratified by the Union and the Board of Education voted on it last night. She believes the contract was filed with the Town Clerk today.

SUB-COMMITTEE FOR THE MAYOR'S BACK TAX COLLECTION: Mr. Picard reported that they had a meeting and discussion focused on recouping back taxes on a couple of properties. Attorney Tynan will be proceeding with the necessary actions to get this accomplished.

UNFINISHED BUSINESS:

There was no unfinished business.

NEW BUSINESS:

1. Resolution: 2013 Small Town Economic Assistance Program (STEAP)

Upon **MOTION** by Gale Mastrofrancesco, seconded by Jeffrey Slavin, it was unanimously voted to **adopt** the following resolution; Certified Resolution; Be it resolved that it is in the best interests of the Town of Wolcott to enter into contracts with the Office of Policy and Management (OPM) for the 2013 Small Town Economic Assistance Program (STEAP). In furtherance of this resolution, Thomas G. Dunn, holds the office of Mayor since November 2003 and will hold the office until November 2013, is duly authorized to enter into and sign said contracts on behalf of the Town Of Wolcott. Mayor Dunn further authorized to provide such additional information and execute such other documents as may be required by the state or federal government in connection with said contracts and to execute any amendments, recisions, and revisions thereto (**see attached**).

2. Discussion & Possible Action to Authorize Mayor to Seek Alternative Health District Options

Mayor Dunn came forward and stated that he wants to be able to seek other health district options. Any options, whether to stay with the current arrangement or make a change, would be brought to the Town Council. They currently have a contract with Chesprocott Health District and per that contract and state statute they must let them know by December 31st if the Town is planning on getting out it. Mayor Dunn added that Cheshire and Prospect are also seeking possible options. Chairman

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Valletta stated that they don't need a motion; the Mayor can seek alternatives and advise them at a later date as to the status. Mayor Dunn added that he had meetings with the Town Manager of Cheshire and with Mayor Chatfield of Prospect. They have been with Chesprocott for 36 years with no issues until recently. Brief discussion followed with regard to the above.

3. Discussion & Possible Action to Authorize Mayor to Execute Multi-Year Lease Agreement for Office Equipment with LEAF Capital Funding, LLC

A **MOTION** was offered by Donald Charette, seconded by Jeffrey Slavin, to **authorize** the Mayor to Execute Multi-Year Lease Agreement for Office Equipment with LEAF Capital Funding, LLC.

Attorney Tynan referenced the letter that he submitted to the Council regarding the above lease (**see attached**). He also advised that he spoke at length with Mrs. Bruce about the lease and it seems like it's the right way to go.

Chairman Valletta called for a vote on the above motion which **carried** unanimously by voice vote.

4. Discussion & Possible Action on Benefit Agreement for Administrator of Public Works Dept., Site Inspector & ZEO

Upon **MOTION** by Gale Mastrofrancesco, seconded by Jeffrey Slavin, it was unanimously voted to **table** to Executive Session 'Discussion & Possible Action on Benefit Agreement for Administrator of Public Works Dept., Site Inspector, & ZEO'.

Upon **MOTION** by Roger Picard, seconded by Rachel Wisler, it was unanimously voted to **add** 'Discussion & Possible Action on School Administrators' Contract' to the agenda.

5. Discussion & Possible Action on School Administrators' Contract

Upon **MOTION** by Gale Mastrofrancesco, seconded by Rachel Wisler, it was unanimously voted to **table** to Executive Session 'Discussion & Possible Action on School Administrators' Contract'.

ITEMS FOR NEXT AGENDA:

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Chairman Valletta advised that if anyone has any items to please contact himself or the Secretary.

TAXPAYERS' TIME:

No taxpayers came forward.

EXECUTIVE SESSION:

Upon **MOTION** by Rachel Wisler, seconded by Gale Mastrofrancesco, it was unanimously voted to take a five minute recess at 7:35 p.m. and then **enter** into Executive Session to discuss contractual matters inviting Mayor Dunn, Town Attorney Brian Tynan, Joseph Macary, Patricia Najarian, and Anthony Casagrande.

Chairman Valletta called the regular session back to order at 8:12 p.m.

- **Discussion & Possible Action on Benefit Agreement for Administrator of Public Works Dept., Site Inspector & ZEO**

Upon **MOTION** by Gale Mastrofrancesco, seconded by Rachel Wisler, it was unanimously voted to **approve** the Benefit Agreement Between the Town and the Administrator of Public Works Dept., Site Inspector, & ZEO (**on file**).

- **Discussion & Possible Action on School Administrators' Contract**

Upon **MOTION** by Roger Picard, seconded by Rachel Wisler, it was unanimously voted to **approve** the Professional Agreement Between the Wolcott Board of Education and the Wolcott Public School Administrators' Council (**on file**).

ADJOURNMENT:

Upon **MOTION** by Charles Marsella, seconded by Rachel Wisler, it was unanimously voted to **adjourn** the meeting at 8:15 p.m.

APPROVED:

Elizabeth Gaudiosi, Secretary
WOLCOTT TOWN COUNCIL

David Valletta, Chairman
WOLCOTT TOWN COUNCIL

SCHEDULE A
YEAR END TRANSFERS WITHIN / BETWEEN DEPARTMENTS - FUNDS 01, 31, 35, & 36
2011-2012 FISCAL YEAR - FOR REVIEW ON AUGUST 21, 2012

<u>FUNDS</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>DEBIT</u>	<u>CREDIT</u>
FUND 01 - OTHER GENERAL GOVERNMENT				
	TO 01-1-112-2-2500	UNEMPLOYMENT COMPENSATION	3,859.26	
	FROM 01-1-112-4-4210	REFUSE COLLECTION		1,985.11
	01-1-112-4-4710	TELEPHONE		1,874.15
FUND 31 - FARMINGBURY HILLS COMMISSION				
	TO 31-5-801-1-1140	WAGES - OPERATIONS	610.94	
	31-5-801-1-1310	WAGES - SEASONAL HELP	200.00	
	31-5-801-1-1400	OVERTIME	694.62	
	FROM 31-5-801-1-1311	RANGERS		1,505.56
FUND 35 - SEWER USAGE				
	TO 35-3-321-1-1100	SALARY ADMINISTRATIVE	535.00	
	35-3-321-1-1220	PART-TIME BILLING CLERK	430.35	
	FROM 35-3-321-1-1400	OVERTIME		965.35
FUND 36 - WATER USAGE				
	TO 36-3-351-1-1120	WAGES - CLERICAL	138.05	
	36-3-351-2-2200	SOCIAL SECURITY	108.17	
	FROM 36-3-351-1-1140	WAGES - OPERATIONS		246.22

355

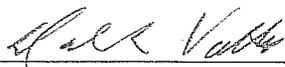
Certified Resolution

Be it resolved that it is in the best interests of the Town of Wolcott to enter into contracts with the Office of Policy and Management (OPM) for the 2013 Small Town Economic Assistance Program (STEAP).

In furtherance of this resolution, Thomas G. Dunn, holds the office of Mayor since November 2003 and will hold the office until November 2013, is duly authorized to enter into and sign said contracts on behalf of the Town Of Wolcott. Mayor Dunn further authorized to provide such additional information and execute such other documents as may be required by the state or federal government in connection with said contracts and to execute any amendments, rescissions, and revisions thereto.

The Town Clerk is authorized to impress the seal of the Town Of Wolcott on any such document, amendment, rescision, or revision.

Adopted by the TOWN OF WOLCOTT on August 21, 2012.



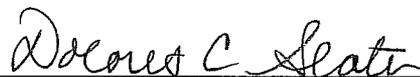
David Valletta, Chairman
Wolcott Town Council



Thomas G. Dunn, Mayor
Town of Wolcott

Dated at Wolcott, CT on August 21, 2012.

I, Dolores C. Slater, the Town Clerk of the Town of Wolcott, do hereby certify this to be a true copy of the resolution duly adopted at the Town Council Meeting on **August 21, 2012**, and that it has not been rescinded, amended or altered in any way, and that it remains in full force and in effect.



Dolores C. Slater, Town Clerk

8-22-2012

Date

{Town Seal}

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(203) 879-9152

August 16, 2012

David Valletta, Chairman
Wolcott Town Hall
10 Kenea Ave.
Wolcott, CT 06716

RE: Lease for Assessor's Office
Samsung CLS9250 Copier System

Dear Chairman Valletta & Members of the Wolcott Town Counsel:

The Municipal Financial Officer has submitted to my attention a proposed Lease with Leaf Capital Funding, LLC as lessor for the 39 month lease of copier system for the assessor's office. I have had the opportunity to review the Lease and discuss the matter with Linda Bruce. To answer some potential questions, the Lease is for 39 months at \$145.00 per month with a small documentation fee of \$95.00; therefore, the total Lease over the course of the 39 months \$5,750.00. In addition to this fee there is a separate maintenance agreement the Town has with Janco Copies to maintain the copier system. That maintenance agreement is not included in this Lease Agreement.

While the Agreement allows the Town to purchase the copier at the end of the 39 months, Mrs. Bruce indicated that past history has shown that it is not financially beneficial to purchase the older lease at that point. It actually ends up being cheaper to enter into a new lease agreement for a new copier in 39 more months.

I have reviewed the balance of Lease Agreement as well as the Addendum and certification for the Town Clerk to sign and the balance of the documents meet with my satisfaction.

Thank you very much for your attention to this matter.

Very truly yours,


Brian Tynan

BT/lap

LESSEE LEGAL NAME: Town of Wolcott dba Assessors Office	Tax ID#:	Telephone No: 2038798100
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Billing Address: 10 Kenea Ave, Wolcott, CT 06716	Equipment Location (if other than Billing Address): 10 Kenea Ave, Wolcott, CT 06716
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EQUIPMENT DESCRIPTION: (indicate quantity, new or used and include make, model, serial # and all attachments – see below and/or attached Schedule A)

Unit Quantity	Description of Equipment Leased	Make and Type	Model Number	Serial Number
1	Samsung CLS 9250 copier system			

BASE TERM IN MONTHS 39	TOTAL NUMBER OF LEASE PAYMENTS 39 @ \$145.00 (plus taxes)	END OF LEASE PURCHASE OPTION		(a) Advance Payment: \$0.00
		<input checked="" type="checkbox"/> Fair market value, plus taxes		(b) Security Deposit: \$0.00
		<input type="checkbox"/> 10% of Equipment cost, plus taxes		(c) Documentation Fee: \$95.00
		<input type="checkbox"/> \$1.00, plus taxes		Total due a + b + c = \$95.00

**If more than one lease payment is required as an Advance Payment, the balance will be applied to lease payments in inverse order, starting with the last lease payment. Your obligation to pay all amounts and perform all other obligations is non-cancellable, absolute, unconditional and not subject to abatement, set-off or defense.

TERMS AND CONDITIONS

In this agreement ("Lease"), "we," "our," and "us" refers to LEAF Capital Funding, LLC as Lessor and "you" and "your" refer to the Lessee. You agree to lease the Equipment upon the following terms and conditions:

- LEASE PAYMENTS AND TERM:** The Lease is enforceable on you upon your execution. The term of the Lease shall commence on the date the Equipment is delivered to you ("Lease Commencement Date"). The first Lease Payment shall be due on the date we specify in the month following the Lease Commencement Date (each, a "Payment Date"), as set forth in our invoice, and the remaining Lease Payments will be due on the same day of each subsequent month until paid in full. The Base Term shall commence on the date one month prior to the first Payment Date. We may charge you a portion of one Lease Payment for the period from the Lease Commencement Date until the first day of the Base Term ("Interim Rent"). The Interim Rent shall be due as invoiced. We may adjust the Lease Payments up to 15% if the actual costs are different than the estimate used to calculate the Lease Payments.
- DELIVERY, ACCEPTANCE, USE AND REPAIR:** You are responsible for Equipment delivery and installation. Unless you notify us otherwise in writing within 10 days of delivery, you unconditionally accept the Equipment. You authorize us to fill in the Lease Commencement Date, serial numbers and other information. **You will not move the Equipment from the above location without our written consent and are responsible for maintaining the Equipment in good repair.** We are not responsible for Equipment or vendor failures.
- INDEMNIFICATION:** You agree to indemnify, defend and hold us harmless from and against any losses, damages, penalties, claims and suits, including attorneys' fees and expenses related to the ordering, manufacture, installation, ownership, condition, use, lease, possession, delivery or return of Equipment.
- LEASE EXPIRATION, RENEWAL:** Unless you notify us at least 90 days prior to the expiration of the Lease of your election to return or purchase the Equipment, this Lease will renew on a month-to-month basis at the same monthly Lease Payment until you either exercise the purchase option or provide us with at least 90 days notice and return the Equipment. If you return the Equipment, (i) it must be to the location we designate and you are responsible for all return costs and we may charge a Restocking Fee equal to one Lease Payment, and (ii) you must securely remove all data from any and all disk drives or magnetic media prior to returning the Equipment (and you are solely responsible for selecting an appropriate removal standard that meets your business needs and complies with applicable laws). You will pay us for any loss in value resulting from failure to maintain the Equipment in accordance with this Lease or for damages incurred in shipping and handling. If you exercise a purchase option we will convey all of our interest in such Equipment to you on an AS-IS WHERE IS basis without representation or warranty.
- LATE FEES AND CHARGES:** If any amount is not paid within five (5) days of when due, you agree to pay us a late charge equal to the lesser of 10% of the amount past due or the maximum legal amount. Amounts which are not paid within 30 days of when due shall accrue interest at 1.5% per month (or if less, the maximum legal rate) until paid. You agree to pay \$25 for each pay by phone and \$35 for each returned payment.
- NO WARRANTY:** We do not manufacture the Equipment and you have selected the Equipment and the supplier. **WE MAKE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PURPOSE AND ARE NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.**
- INSURANCE, RISK OF LOSS:** You bear all risk of loss or damage to the Equipment from its order until it is returned in the required condition or purchased by you ("Risk Period"). During the Risk Period you will maintain property and liability insurance on the Equipment acceptable to us, naming us loss payee and additional insured. If you do not

- provide us with proof of such insurance, we may secure insurance on the Equipment to cover our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of such insurance and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.
- OWNERSHIP AND TAXES:** We own the Equipment (excluding licensed software). If you are deemed to own it, you grant us a security interest in the Equipment. You authorize us to file UCC financing statements to confirm our interest. You will pay, when due, all taxes, fines and penalties relating to the purchase, use, leasing and/or ownership of the Equipment. For administrative purposes, unless we otherwise direct in writing, you will list Lessee as the owner of the Equipment for property tax purposes and file and pay when due any property taxes relating to the Equipment directly to the taxing authority and provide us with evidence of compliance. If we pay any taxes, fees or penalties on your behalf, you will pay us the amount we paid plus an administrative fee. You agree to pay us the documentation fee specified above or if not so specified, the greater of either \$125 or 0.5% of the Equipment cost. If we require an Equipment site inspection, or you request administrative services, you agree to reimburse our costs.
- DEFAULT:** If you or any guarantor do not pay us any amount within ten (10) days of its due date, or breach any terms of this Lease, any guaranty or any license relating to the Equipment, you will be in default. If you default, we may require you to do any combination of the following: (a) immediately pay all amounts then due, plus the present value of the remaining Lease Payments, Interim Rent and residual value of the Equipment, as determined by us, discounted at an annual rate of 3%; (b) return all of the Equipment; (c) allow us to repossess the Equipment; or (d) use any and all remedies available to us under applicable law. If you default, you agree to pay the cost of repossession and our attorney's fees and costs. In addition to all other charges and as reimbursement for expenses incurred and not as a penalty, we may require you to reimburse us for the phone calls, letters, and any additional expense incurred in the collection or servicing of this Lease for you. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You agree that if notice of sale is required by law, 10 days' notice shall constitute reasonable notice. You remain responsible for any amounts that are due after we have applied such net proceeds. We may apply any security deposits to your obligations and if you do not default, the balance will be refunded without interest.
- ASSIGNMENT:** You have no right to sell or assign the Equipment or Lease. We may sell or assign our rights in the Lease and/or Equipment and the new owner will have all our rights but will not be subject to any claim or defense you have against us.
- ARTICLE 2A:** You agree this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code. **You waive all rights and remedies conferred upon a lessee by Article 2A (508-522) of the UCC.** You have received a copy of the Supply Contract or been informed of the identity of the Supplier and you may have rights under the Supply Contract and may contact the Supplier for a description of those rights.
- CREDIT INFORMATION:** You authorize us or any of our affiliates to obtain credit bureau reports, and make other credit inquiries that we deem necessary.
- CHOICE OF LAW: THIS LEASE WILL BE GOVERNED BY PENNSYLVANIA LAW. YOU CONSENT TO JURISDICTION IN THE STATE OR FEDERAL COURTS IN PENNSYLVANIA AND WAIVE ANY RIGHT TO A TRIAL BY JURY.**
- MISCELLANEOUS:** This Lease is the parties' entire agreement and can be amended only in writing signed by both parties. A fax of the Lease with fax signatures may be treated as an original and will be admissible as evidence. You will use the Equipment only for business purposes and not for personal, family or household use.

ACCEPTED BY LESSEE: Town of Wolcott dba Assessors Office	Print Name: _____	Title: _____
_____ Lessee Authorized Signature	E-Mail Address: _____	Date: _____

PERSONAL GUARANTY: Undersigned guarantees that Lessee will make all payments and perform all other obligations under the Lease when due. Undersigned agrees that this is a guaranty of payment and not of collection, and that we can proceed directly against undersigned without first proceeding against Lessee or the Equipment. Undersigned also waives all surety defenses and notification if the Lessee is in default and consents to any extensions or modifications granted to Lessee. Undersigned will pay us all expenses (including attorney's fees) we incur in enforcing our rights against undersigned or Lessee. If more than one person signs this guaranty, each agrees that his/her liability is joint and several. Undersigned authorizes us or our affiliates to obtain credit bureau reports and make inquiries regarding undersigned's personal credit. You consent to jurisdiction in the State or Federal courts in Pennsylvania and expressly waive any right to a trial by jury.

ACCEPTED BY _____	Print Name: _____	E-Mail Address: _____
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State and Local Government Lease Addendum

Reference: Lease No. 193924

This Addendum is made part of the Lease Agreement referenced above ("**Lease**") between **LEAF Capital Funding, LLC** ("we" "us" and "ours") and Town of Wolcott dba Assessors Office ("you" and "your"). Capitalized terms used but not defined will have the meaning given to them in the Lease. If there is any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum will control and prevail.

1. Funding Intent. You reasonably believe that funds can be obtained sufficient to make all Lease Payments and other payments during the term of the Lease. You agree that your chief executive or administrative officer (or your administrative office that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide for funding for such payments in your annual budget request submitted to your governing body. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. You and we agree that your obligation to make Lease Payments under the Lease will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Lease will be interpreted as a pledge of your general tax revenues, funds or moneys.

2. Nonappropriation of Funds. If (a) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for Lease Payments or other payments and (b) you have exhausted all funds legally available for such payments, due under the Lease, then you will give us written notice and the Lease will terminate as of the last day of your fiscal period for which funds for Lease Payments are available. Such termination is without any expense or penalty, except for the portions of the Lease Payments and those expenses associated with your return of the Equipment in accordance with the Lease for which funds have been budgeted or appropriated or are otherwise legally available. You agree that, to the extent permitted by law, you will not terminate the Lease if any funds are appropriated by you or to you for the acquisition or use of equipment or services performing functions similar to the Equipment during your fiscal period in which such termination would occur.

3. Authority and Authorization. You represent and agree that: (a) you are a state or a political subdivision or agency of a state; (b) the entering into and performance of the Lease is authorized under your state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which you are party; (c) you have complied with all bidding requirements and, where necessary, have properly presented the Lease for approval and adoption as a valid obligation on your part; and (d) you have sufficient appropriated funds or other moneys available to pay all amounts due under the Lease for your current fiscal period. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (d) above, an incumbency certificate, and other documents that we request, with all such documents being in a form satisfactory to us.

4. Government Use. You agree that (a) you will comply with all information reporting requirements of the Internal Revenue Code of 1986, as amended, including but not limited to the execution and delivery to us of information statements requested by us, and (b) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to use the Equipment during the term of the Lease and you will use the Equipment only for your governmental purposes. Upon our request you will provide us with an essential use letter in a form satisfactory to us as to clause (b) above.

5. Insurance. You agree to provide and maintain at your own expense (a) property insurance against the loss, theft, destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee, and (b) public liability and third party property insurance, naming us as an additional insured. You will give us certificates or other evidence of such insurance on the Equipment at such times as we request. All insurance obtained from a third party insurer will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance.

6. Indemnification. With respect to any claims, actions, or suits that are made against us as a result of your actions, omissions, negligence or willful misconduct ("Claims"), to the extent permitted by law, you agree to reimburse us for, and if we request, defend us against, any such Claims.

7. Choice of Law. Regardless of any conflicting provision in the Lease, **THE LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED.**

This Addendum supplements and amends the Lease only to the extent and in the manner set forth, and in all other respects, the Lease will remain in full force and effect.

LESSEE: Town of Wolcott dba Assessors Office	LEAF Capital Funding, LLC
By: _____	By: _____
Print	Print
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

CERTIFICATION

I, _____, DO HEREBY CERTIFY that I am the _____, of the Lessee identified above, which is a state or political subdivision or agency, duly organized and existing under the laws of the State of _____; that I have custody of the records of Lessee; and, as of the date set forth set forth below, _____ is the _____ of Lessee and is duly authorized to execute and deliver in the name of and on behalf of Lessee, the Lease (including this Addendum) and all related documents.

IN WITNESS WHEREOF, I have hereto set my hand and affixed the seal of Lessee this _____ day of _____, 20__.

-SEAL-

Certifier's Signature

