

RESULTS OF SPECIAL TOWN MEETING

March 25, 2021

Zoom Meeting

<https://us02web.zoom.us/j/86183498523>

Meeting ID: 861 8349 8523

+1 646 558 8656 US (New York)

The meeting was called to order by Mayor Seney at 6:11P.M.

There were approximately 67 present.

The Town Clerk read the call of the meeting

Item #1. To choose a moderator for said meeting.

Motion made by Roy Simmons, seconded by Scott Pempek to nominate Barney Seney as Moderator.

Motion made by Roy Simmons, seconded by Scott Pempek to close nominates.

So Voted

Vote on original motion.

So Voted.

Barney Seney declared the Moderator for meeting.

Item #2. To discuss and act upon the proposed sale of 44 Highland Drive to Edgewater Construction, Inc., or its assignee, for the sum of \$83,000.

Motion made by Scott Pempek, seconded by Jeff Rawson to approve item 2 as presented.

So Voted

Item #3. To discuss and act upon a proposed Ordinance Providing for the Creation of a Veterans Commission for the Town of Putnam.

Motion made by Roy Simmons, seconded by Scott Pempek to approve Item #3 a presented.

Yes 53 No 3

Motion carried.

Item #4. To discuss and act upon a proposed Ordinance Providing the Naming of Putnam Municipal Complex.

Motion made by Scott Pempek seconded by Roy Simmons to approve Item #4 as presented.

Discussion occurred.

Yes 33 No 22 1 abstain

Motion carried.

Item #5. To discuss and act upon a proposed Amendment to Interlocal Agreement for Quinebaug Regional Technology Park Development.

Yes 46 No 4

Motion carried.

Motion made by Roy Simmons, seconded by Scott Pempek to approve Item #5 as presented.

So Voted

Motion made by Roy Simmons, seconded by Scott Pempek to adjourn at 7:14 PM.

So Voted

The Special Town Meeting was held remotely by means of virtual technology using the address posted above for a Zoom conference. Participation by telephone was not available because voter qualification could not be reliably confirmed unless visually identifiable via video. Video could not be muted or otherwise disabled for a voter to qualify and participate.

Respectfully submitted.

Sara J. Seney
Town Clerk

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made this 1st day of March, 2021 by and among the *Town of Putnam* (the "Seller"), and *Edgewater Construction, Inc.*, or its Assigns (collectively "Buyer").

WITNESSETH:

In consideration of the mutual promises and agreements hereinafter contained, the Seller agrees to sell and convey and the Buyer agrees to purchase a certain piece or parcel of land containing approximately 8.24 acres and known as 44 Highland Drive, Putnam, Connecticut, together with all buildings and improvements, if any, located thereon (the "Premises").

1. Purchase Price and Method of Payment. The purchase price for the Premises shall be EIGHTY-THREE THOUSAND AND 00/100THS (\$83,000.00) DOLLARS (the "Purchase Price") payable as follows:

(a) One Thousand and 00/100 (\$1,000.00) Dollars to be paid upon execution of this Agreement ("First Deposit"); The First Deposit shall be held by Lyman Real Estate, as escrow agent, and shall be applied towards the Purchase Price at closing.

(b) Four Thousand and 00/100 (\$4,000.00) Dollars (the "Second Deposit") to be delivered to escrow agent upon the expiration of the Due Diligence Period, (as defined below), The First Deposit and the Second Deposit shall be collectively referred to as the "Deposit".

(c) Buyer will pay SEVENTY-EIGHT THOUSAND AND 00/100THS (\$78,000.00) DOLLARS at the Closing by cashier's, certified check or attorney client's fund check.

2. Closing. The closing ("Closing") shall be held at the law office of Kaplan and Brennan LLP, 643 Norwich Road, Plainfield, Connecticut, attorneys for the Buyer, on or before thirty (30) days after the expiration of the Permitting Period (as the same may be extended). The date of Closing is sometimes hereinafter referred to as the "Closing Date".

3. Title. Seller shall convey title to the Premises to Buyer by Quitclaim Deed (the "Deed"), and the Deed shall convey a good, marketable fee simple title, insurable at regular rates by a title insurance company selected by Buyer that is authorized to do business in Connecticut, free and clear of all encumbrances and encroachments from or on the Premises, except:

(a) Applicable laws, ordinances and regulations of any governmental authority;

(b) Real estate taxes for the then current fiscal tax period as are not due and payable on the Closing Date;

(c) Easements and other encumbrances of record which do not render title to the property unmarketable; and

(d) Any municipal assessments levied after the time of Closing, Seller agreeing to discharge in full any assessments against the Premises levied at or before the Closing, whether or not they are due and payable at the Closing.

Buyer shall notify Seller, in writing, on or prior to Closing, of any encumbrances and/or defects in title which are not excepted in this Agreement and which render title unacceptable to Buyer ("Title Defects"). If Seller is unable to cure any such Title Defects on or before the Closing, the Seller shall have the option of extending the time for Closing for a period of fifteen (15) days (the "Deferred Closing") by written notice to Buyer on or before the Closing of Seller's election to so extend the Closing. If Seller is unable to deliver title acceptable to Buyer by the Deferred Closing, Buyer shall have the right either: (a) not to take such title to the Premises and terminate this Agreement, in which event the Deposit shall be returned promptly to the Buyer and upon the return of such Deposit all rights and obligations of the parties under this Agreement shall be deemed at an end; or (b) to take such title as Seller can convey with no abatement of the Purchase Price. No matter shall be construed as a defect in title rendering the title unmarketable so long as such matter is not construed as such under the Standards of Title of the Connecticut Bar Association.

4. Adjustments and Fees. All conveyance taxes shall be paid by Seller. Buyer shall pay for any title insurance policy for the benefit of Buyer. Adjustments of taxes, rents, utilities and other fees and charges shall be made at the Closing in accordance with the customary practice of Windham County Bar Association.

5. Risk of Loss. The risk of loss to the Premises, however, caused, shall be borne by the Seller until the Closing. If prior to the Closing, all or any portion of the Premises is taken by eminent domain, then Buyer shall have the option exercisable by notice to Seller to either proceed with the Closing pursuant to the terms of this Agreement or to terminate this Agreement, in which case the Deposit will be delivered to Buyer and all rights and liabilities with respect to the Buyer and Seller under this Agreement shall be deemed at an end.

6. Closing Documents and Deliveries.

At the Closing, the Seller shall deliver to the Buyer:

- (i) The Deed;
- (ii) Affidavits customarily required for the issuing of title insurance protecting against mechanics' liens and parties in possession and related matters;
- (iii) Affidavit, in form satisfactory to the Buyer, certifying that the Seller is not a "foreign person" within the meaning of Section 1445 (f) (3) of the Internal Revenue Code of 1986, as amended, and as that term is defined in the Foreign Investment in

Real Property Tax Act of 1980, as amended, and providing the Seller's U.S. Taxpayer Identification Number;

(iv) Such other documents as Buyer shall require and all other documents required to be delivered by Seller under this Agreement and/or under applicable law.

7. Representation by the Buyer. The Buyer hereby makes the following representations, warranties and covenants to the Seller, as of the date hereof and as of the Closing Date, each such representation, warranty and covenant shall survive the Closing Date, and each of which the Seller may rely in entering into this Agreement:

(a) At the time of execution of this Agreement and at Closing, the Buyer shall have the full power and authority to enter into this Agreement and to consummate the transactions set forth herein.

(b) Neither the execution of this Agreement, nor the consummation of the transaction contemplated hereby, will conflict with any applicable law or court or administrative order or decree, or will result in a breach of or constitute a default under the terms or conditions of any contract to which the Buyer is a party.

8. Representations, Warranties and Covenants of Seller. Seller hereby makes the following representations, warranties and covenants to Buyer. These representations, warranties and covenants shall be deemed remade and shall be true as of the Closing Date, and each such covenant, representation and warranty shall survive the Closing and each of which the Buyer may rely upon in entering into this Agreement:

(a) Seller is the sole owner of the Premises in fee simple absolute, free and clear of all liens and encumbrances and has full power and authority to execute and deliver and carry out the terms of this Agreement and this Agreement constitutes the legal, valid and binding obligations of Seller enforceable in accordance with its terms and the transaction contemplated by this Agreement does not violate any agreement to which Seller is a party.

(b) Seller has not received any notice or inquiry from any governmental or quasi-governmental authority having jurisdiction over the Premises or the operation thereof asserting or questioning that the Premises or the operation thereof is or may be in violation of any applicable legal requirement. In this regard, there are no notices received, or suits or judgments relating to or actual knowledge of fire, zoning, building, environmental, subdivision, air pollution or health violations or any other violation of law regarding the Premises that have not heretofore been corrected or are otherwise noted herein nor to the knowledge of Seller are any of the foregoing contemplated. Additionally, Seller has received no written notice of any pending eminent domain, condemnation or other legal action with respect to the Premises by any Federal, state or local agency.

(c) Seller has delivered to Buyer all reports, surveys, documents contracts and agreements in its possession related to the Premises including, without limitation, any environmental reports with respect to the Premises.

(d) The Premises have direct unencumbered access to a public highway and to the best of Seller's knowledge, there is no existing, proposed or contemplated plan to widen, modify or realign any street or highway or any existing, proposed or contemplated eminent domain proceeding that would affect the Premises.

(e) All improvements on the Premises comply with all applicable laws, ordinances, regulations and insurance requirements applicable thereto.

(f) Seller is not a "foreign person" as defined in Section 1445 of the United States Internal Revenue Code.

(g) The Premises are not subject to any outstanding agreements with any party pursuant to which any such party may acquire any interest in the Premises, and there are no other contracts, leases, tenancies, parties in possession, or agreements affecting the Premises, other than this Agreement.

(h) No condemnation, zoning, environmental, subdivision or other land use regulation proceeding has been instituted (or, to the knowledge of Seller, are contemplated) which would detrimentally affect the use and operation of the Premises for its current use or reduce the value thereof, nor has Seller received notice of any special assessments or of any such proceedings with respect thereto.

(i) There are no pending or, to the knowledge of Seller, any threatened actions, claims or proceedings relating to, affecting, or involving the Premises or which would affect Buyer as the owner of the Premises, or otherwise continue to affect the Premises subsequent to the Closing.

(j) From and after the date hereof, Seller shall not initiate or effect any zoning, subdivision or land use changes with respect to the Premises without the express written consent of Buyer. Additionally, Seller shall not initiate, withdraw, settle or otherwise compromise any protest or reduction proceeding affecting real estate taxes assessed against the Premises without the prior written consent of Buyer.

(k) There are no filings presently required or contemplated to be required by The Connecticut Department of Environmental Protection with respect to the Premises.

(l) There are no easements, covenants, restrictions or other encumbrances that will interfere with Buyer's ability to use the Premises.

The foregoing covenants and/or representations shall survive the Closing Date and Seller shall indemnify and hold Buyer harmless from and against all loss, cost, damage, liability, claim or expense of any nature arising from an inaccuracy or breach of any of such covenants and/or representations. Said indemnity to include reasonable attorney's fees and court costs.

9. Brokers. The Buyer and Seller each represent and warrant to the other that they either have not had any dealings, negotiations or consultations with any real estate broker, finder or any other party entitled to a commission in connection with this Agreement except for Lyman Real Estate Brokerage & Development, whose brokerage commissions and fees will be paid solely by Seller in connection with this Agreement and the closing contemplated hereby. The Seller and Buyer shall indemnify one another and save and hold each other harmless from and against any loss, damage or claim including attorneys' fees and all brokerage commission arising from the other's breach of its representation and warranty contained in this Paragraph 9.

10. Condition of Premises. This Agreement is entered into upon the knowledge and inspection of the Buyer as to the value and condition of the Premises and not upon any representations, information, or promises made by the Seller or its representatives as to the character, quality, use, zoning, value, condition, occupation, or any other matter relating to the Premises.

11. Default. If the Buyer fails to perform any of the Buyer's obligations under this Agreement, then the Seller shall retain the Deposit as liquidated damages and all rights and liabilities of the parties shall terminate. If the Seller fails to perform any of the Seller's obligations under this Agreement, then the Buyer shall be entitled to all rights and remedies available at law and/or in equity including, without limitation, specific performance and/or a return of the Deposit.

12. Expenses of Enforcement.

(a) The Seller covenants and agrees that in the event the Buyer is required to take any legal action to enforce any of its rights or the Seller's obligations hereunder, the Seller shall reimburse the Buyer for all costs, including reasonable attorney's fees, incurred by the Buyer with respect to any such actions in which the Buyer is the prevailing party.

(b) The Buyer covenants and agrees that in the event the Seller is required to take legal action to enforce any of its rights or the Buyer's obligations hereunder, the Buyer shall reimburse the Seller for all costs, including reasonable attorneys' fees, incurred by the Seller for all costs, including reasonable attorney's fees, incurred by the Seller with respect to any such actions in which the Seller is the prevailing party.

13. Schedules. All Schedules referred to herein are intended to be and hereby are specifically made a part of this Agreement.

14. Entire Agreement. This Agreement constitutes the entire agreement by and between the parties hereto affecting the sale and purchase of the Premises and supersedes any and all previous agreements, written or oral, between the parties and affecting the sale and purchase of the Premises. In this regard, that certain Letter of Intent ("Offer") dated November 30, 2020 by and between Buyer and Seller, a copy of which is attached hereto as Schedule A, in connection with the Premises is hereby terminated and superceded in full by this Agreement, and the Offer shall be considered null and void and of no further force and effect. The terms and

provisions of this Agreement may not be modified or waived except by written agreement of the Buyer and the Seller.

15. Effect/Assignment. The rights and obligations contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. Whenever used, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders, as the context may require. Buyer may assign all of its interest in this Agreement to any other person or entity without the consent of Seller.

16. Governing Law. This Agreement shall be governed by the laws of the State of Connecticut.

17. Conditions Precedent. The obligations of Buyer and Seller to consummate the transaction contemplated by this Agreement is expressly conditioned upon satisfaction of each of the following conditions precedent:

(a) Upon execution of this Agreement, Buyer shall have sixty (60) days ("Due Diligence Period") to evaluate the Property Information and to examine all aspects of the Premises and improvements thereon, evaluate all utilities serving the Premises, obtain a title insurance commitment and survey, inspect the Premises (which inspection may include, but is not limited to, a Phase II site assessment), and perform any other inspections deemed necessary by Buyer. During the Due Diligence Period, Buyer and its consultants shall have full access to the Premises and Buyer shall also have the right to begin the permitting process for Buyer's proposed use of the Premises. Buyer may terminate the Purchase Agreement for any reason, or no reason, in Buyer's sole discretion, at any time during the Due Diligence Period, whereupon the First Deposit plus accrued interest will be returned to the Buyer.

Seller will provide Buyer/Buyer's agents access to the property as needed and cooperate with Buyer as convenient. Buyer is required to provide evidence of insurance reasonably acceptable to Seller prior to conducting any on-site work or testing and to restore the Premises to its pre-existing condition following such work or testing.

(b) It is understood that Buyer's anticipated use of the Premises may require certain permits, approvals and licenses from local, state and/or federal governmental authorities ("Approvals"). Buyer shall have ninety (90) days from the expiration of the Due Diligence Period ("Permitting Period") to confirm suitability of intended use.

To the extent any and all of the foregoing conditions precedent do not occur, then this Agreement may be terminated by Buyer, whereby the Deposit shall be returned to the Buyer, and all rights and liabilities with respect to the parties hereto shall be deemed terminated, null and void and of no further force and effect.

18. Notices. All notices under this Agreement shall be sufficiently made if received by the party to which it is sent within the time period listed for the mailing of such notice, if delivered by hand, fax or by certified mail return receipt requested, to the party for whom

intended at the address set forth below or at such other address of which such party shall have given written notice to the other party in the manner provided herein.

To Seller: **Town of Putnam**
126 Church Street
Putnam, CT 06260

With a copy to: Halloran & Sage LLP
Attn: Richard P. Roberts, Esq.
225 Asylum Street
Hartford, CT 06103

To Buyer: **Edgewater Construction, Inc.**
205 Fitzgerald Road
Rindge, NH 03461

With a copy to: **Kaplan and Brennan, LLP**
Attn: James F. Brennan, Esq.
643 Norwich Road
Plainfield, CT 06374

19. Recording. Neither party shall record this Agreement.

20. Costs and Expenses. Except as otherwise set forth in this Agreement, Seller and Buyer shall each bear all of their respective costs and expenses.

21. Survival of Covenants. All covenants, warranties, indemnities and agreements contained herein shall survive the Closing of the transactions contemplated hereby, the recording of all documentation in connection therewith and the payment of any and all considerations by reason thereof.

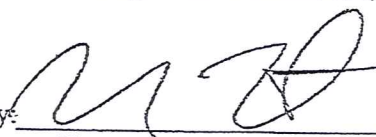
[Signature Page Follows]

IN WITNESS WHEREOF, the Buyer and Seller have caused this Purchase and Sale Agreement to be duly executed the day and year first above written.

SELLER: Town of Putnam

By: _____
Norman B. Seney, Mayor

BUYER: Edgewater Construction, Inc.

By:  _____
Hosea Ketola, President

DML Documents Purchase & Sale Agreements
Town of Putnam & Edgewater Construction Inc

Schedule A



NON-BINDING LETTER OF INTENT ("LOI") 44 Highland Drive, Putnam, CT 06260

Buyer: Edgewater Construction, Inc. (or assigned)
205 Fitzgerald Rd, Rindge, NH 03461

Seller: Town of Putnam
126 Church Street, Putnam, CT 06260

Premises: Approximately 8.24 acres of vacant land known and numbered as 44 Highland Drive Putnam Industrial Park, Putnam, CT 06260.

Price: \$83,000.00 ("Purchase Price") as follows:

\$1,000.00 deposit ("First Deposit") to be delivered in escrow upon the execution of the Purchase Agreement (as defined below). The First Deposit shall be held by Lyman Real Estate, as escrow agent, and shall be applied towards the Purchase Price at closing.

\$4,000.00 deposit ("Second Deposit") to be delivered to escrow agent upon the expiration of the Due Diligence Period, (as defined below). The First Deposit and the Second Deposit shall be collectively referred to as the "Deposit".

\$78,000.00 to be delivered at closing, subject to adjustments.

Purchase and Sale Agreement: Upon execution of this LOI by Buyer and Seller, Seller agrees to take the Premises off the market and further agrees not to deal with any other prospective buyers or lessees while negotiations proceed between Buyer and Seller. Buyer and Seller will endeavor to enter into a mutually satisfactory purchase and sale agreement with respect to the Premises (the "Purchase Agreement") within thirty (30) days after execution of this LOI. The form of Purchase Agreement will be provided by Buyer within ten (10) business days of the fully executed LOI.

Property Information: Within three (3) days of the date upon which the Purchase Agreement is fully executed, Seller shall deliver to Buyer complete and accurate copies of all of the following documents relating to the Premises in Seller's possession or control (collectively, the "Property Information"): plans, surveys, title insurance policies, title reports, title exception documents, engineering studies, environmental reports, leases, lease files, three years of operating expenses and taxes, zoning opinions, permits and approvals and any other documents relevant to the condition or operation of the Premises.

**Due Diligence
Period:**

Upon execution of the Purchase Agreement, Buyer shall have sixty (60) days ("Due Diligence Period") to evaluate the Property Information and to examine all aspects of the Premises and the buildings and improvements thereon, evaluate all utilities serving the Premises, obtain a title insurance commitment and survey, inspect the Premises (which inspection may include, but is not limited to, a Phase II site assessment), and perform any other inspections deemed necessary by Buyer. During the Due Diligence Period, Buyer and its consultants shall have full access to the Premises and Buyer shall also have the right to begin the permitting process for Buyer's proposed use of the Premises. Buyer may terminate the Purchase Agreement for any reason, or no reason, in Buyer's sole discretion, at any time during the Due Diligence Period, whereupon the First Deposit plus accrued interest will be returned to the Buyer.

Permitting Period:

It is understood that Buyer's anticipated use of the Premises may require certain permits, approvals and licenses from local, state and/or federal governmental authorities ("Approvals"). Buyer shall have ninety (90) days from the expiration of the Due Diligence Period ("Permitting Period") to obtain the Approvals. Buyer may terminate the Agreement at any time during the Permitting Period. The Permitting Period shall be extended to accommodate any public hearings and/or appeal periods.

Seller agrees to cooperate with Buyer in their pursuit of the Approvals.

Extension Period(s):

Closing Date:

The closing date shall be ninety (90) days after the expiration of the Permitting Period (as the same may be extended).

Environmental:

Buyer shall be responsible for all newly created environmental conditions resulting from Buyer's inactions or actions after the Closing Date.

Confidentiality:

Seller acknowledges, agrees, and understands that any information pertaining to this LOI is highly confidential and Seller agrees to exercise the same degree to care in safeguarding such confidential information that it would exercise for its own information for the same type provided that no less than reasonable care is used.

**Conditions
to Closing:**

The proposed transaction shall be contingent upon the completion (or waiver) of certain conditions including, but not limited to, the following:

1. Seller shall convey good, clear record and marketable title to the Premises.
2. The Premises shall be delivered free and clear of any and all tenants.
3. Any and all currently existing agreements, contracts, or other contractual obligations (written or otherwise) with respect to the Premises shall be terminated and of no further force and effect.
4. Approval by the Board of Directors of Buyer's parent.
5. Approval by Town of Putnam municipal agencies including Economic and Community Development, Board of Selectman, Planning Commission, and Board of Finance.

**Brokerage
Commission:**

Lyman Real Estate represents the Seller. Upon closing, Lyman Real Estate shall be due a commission per a separate listing agreement between Lyman Real Estate

and the Seller. Both Seller and Buyer acknowledges that it has not dealt with any other broker regarding this transaction other than the broker cited above.

Miscellaneous:

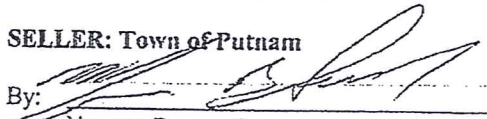
Buyer and Seller shall be responsible for their own legal, advisory, and other costs and miscellaneous expenses incurred in connection with this LOI and the negotiation and execution of the Purchase Agreement.

This is not an offer. This letter serves as an outline of the proposed basic business terms and conditions and is non-binding on either party. Neither party shall be legally bound unless and until the Purchase Agreement shall be executed and delivered by both parties, if at all. Buyer and Seller each acknowledge and agree that each party may terminate negotiations at any time and for any reason or no reason without any liability or obligation whatsoever.

If the Seller is in agreement with the terms and conditions of this LOI, please have the appropriate individual(s) so indicate by signing in the space provided below and returning two (2) fully executed counterparts of this document on or before Wednesday, November 4, 2020.

Agreement to and accepted by:

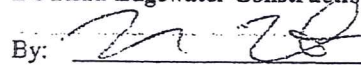
SELLER: Town of Putnam

By: 
Norman Barney Seney

Title: Mayor

Date: 11-30-20

BUYER: Edgewater Construction, Inc.

By: 
Hosea Ketola

Title: President

Date: 11/30/20

AN ORDINANCE
PROVIDING FOR CREATION OF A VETERANS COMMISSION
FOR THE TOWN OF PUTNAM

Be it ordained by the Town Meeting of the Town of Putnam:

Section 1. Authority

Pursuant to Chapter Six, Section Two of the Charter of the Town of Putnam and Section 27-135 of the Connecticut General Statutes, there is hereby created a Veterans Commission for the Town of Putnam.

Section 2. Creation and Purpose

There is hereby created a Veterans Commission to assist and advise the Town and its residents on veterans' affairs. Pursuant the Connecticut General Statutes, the Commission may (a) act as the coordinating agency in all matters concerning veterans and their dependents, coordinating the activities of public and private facilities concerned with veterans' reemployment, education, rehabilitation and adjustment to peacetime living; (b) cooperate with all national, state and local governmental and private agencies in securing services and benefits to which a veteran or his dependents may be entitled; (c) use the services and facilities of the veterans organizations so far as possible to carry out the purposes of state statutes; and (4) encourage and coordinate vocational training services for veterans. In addition, the Commission shall advise the Board of Selectmen on matters of concern to veterans and their families and on measures the Board of Selectmen can undertake to better serve the needs of veterans and their families.

Section 3. Membership

The Veterans Commission shall be composed of seven members appointed by the Board of Selectmen for a term of five years commencing on the first day of December. The initial appointments to the Commission shall be staggered so that no more than two members' terms expire in the same year. Members shall be appointed by the Mayor, with the advice and consent of the Board of Selectmen. Any vacancy in the membership of the Commission shall be filled by the Mayor, with the advice and consent of the Board of Selectmen, for the unexpired term of such member. All members shall serve without compensation.

Section 4. Organization

The Commission will elect a chairman and adopt rules and procedures to carry out the purposes of this chapter. The Commission shall fix the time and place of its regular meetings and

provide a method for calling special meetings. The Commission shall determine its own rules of procedure. The Commission shall keep records of its meetings and activities and make an annual report to the Mayor and Board of Selectmen. It may make special reports as the Mayor and Board of Selectmen may request from time to time.

Section 5. Severability

If any section, or part of a section, of this Ordinance shall be held by a court of competent jurisdiction to be invalid, such holding shall not be deemed to invalidate the remaining provisions hereof.

Section 6. Effective Date

In accordance with the Charter of the Town of Putnam, this ordinance shall be effective on _____, 2021.

AN ORDINANCE
REGARDING THE TOWN OF PUTNAM MUNICIPAL COMPLEX

Be it ordained by the Town Meeting of the Town of Putnam:

Section 1. Naming of Putnam Municipal Complex

The municipal complex located at the corner of Providence Street and School Street in the Town of Putnam shall not be named in commemoration or in honor of any individual or group of individuals, nor shall any room, section, area or portion of the interior or exterior of the municipal complex be named in commemoration or in honor of any individual or group of individuals.

Section 2. Severability

If any section, or part of a section, of this Ordinance shall be held by a court of competent jurisdiction to be invalid, such holding shall not be deemed to invalidate the remaining provisions hereof.

Section 3. Effective Date

In accordance with the Charter of the Town of Putnam, this ordinance shall be effective on _____, 2021.

AMENDMENT TO INTERLOCAL AGREEMENT
FOR
QUINEBAUG REGIONAL TECHNOLOGY PARK DEVELOPMENT

This Amendment to Interlocal Agreement for Quinebaug Regional Technology Park Development is hereby made as of the ____ day of _____, 2021, by and among the Town of Putnam, the Town of Brooklyn, the Town of Pomfret and the Town of Scotland (collectively, the "Towns"), each a municipal corporation with their territorial limits within the County of Windham and State of Connecticut.

WHEREAS, the Towns entered into a certain Interlocal Agreement for Quinebaug Regional Technology Park Development dated as of January 28, 2016 (the "Interlocal Agreement") pursuant to which the Towns agreed to cooperate in connection with the development of the Quinebaug Regional Technology Park ("QRTP"); and

WHEREAS, the Towns have determined that they wish to amend certain provisions of the Interlocal Agreement based on changes in circumstances since the date of the original agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the Towns hereby agree as follows:

1. The Towns acknowledge that, as of the date hereof, the following contributions have been made pursuant to Article II of the Interlocal Agreement – Scotland - \$80,000; Pomfret - \$21,775.00; and Brooklyn - \$53,500.00.
2. Within thirty (30) days of that date on which the final and unappealable municipal approval of this Amendment by all of the Towns is effective, the Town of Putnam agrees to refund to the other Towns those amounts set forth in Section # hereof. Upon receipt of such sums, the other Towns shall have no rights or obligations under the Interlocal Agreement except upon the terms and conditions set forth herein.
3. Following the repayment of the contributions as set forth in Section # hereof, the Town of Putnam shall have sole control and jurisdiction over the development of the QRTP until such time as another Town will have approved and been made a party to the Interlocal Agreement and such other Town shall have made its required additional contribution(s) contemplated hereunder. During such time, the Town of Putnam shall be entitled to receive and retain all property tax and other revenues generated by the QRTP.

4. In the event any of the Towns other than the Town of Putnam wish in the future to renew their participation in the QRTP pursuant to the Interlocal Agreement, they may do so on the following terms and conditions:

- (i) The Town proposing to participate shall make the investment contemplated by Article II of the Interlocal Agreement in the manner provided therein unless the same shall have been modified by agreement of the Town of Putnam and any and all participating Towns at such time.
- (ii) The Town proposing to participate shall also make payment of any maintenance fees or other expenses contemplated under Article III of the Interlocal Agreement in the manner provided therein unless the same shall have been modified by agreement of the Town of Putnam and any and all participating Towns at such time.
- (iii) Following the payment of the investment, maintenance fees or other expenses provided in (i) and (ii) above, the Town proposing to participate shall be entitled to receive revenues from the sale of lots within the QRTP or tax revenues associated therewith in accordance with the provisions of Article III of the Interlocal Agreement, provided that the Town of Putnam shall first have recouped any and all costs of maintenance or additional capital charges which the Town of Putnam may have expended prior to the renewal of participation by one or more of the other Towns.

5. At such time as any Town other than the Town of Putnam is participating in the Interlocal Agreement, the provisions of Article V shall once again become effective.

6. This Amendment shall become effective at such time as it shall have been approved by the Town Meeting of each of the Towns.

7. Except as specifically modified by this Amendment, the provisions of the Interlocal Agreement remain in full force and effect.