

MAYOR AND SELECTMEN'S MEETING AGENDA
Tuesday, September 6, 2022 @ 7:00 PM
Putnam Municipal Complex
Room 109
200 School Street
Putnam, CT
Also Via Zoom:

Join Zoom Meeting
<https://us06web.zoom.us/j/88209175700>

Meeting ID: (882 0917 5700)
+1 646 558 8656 US (New York)

-
1. Call to Order by the Presiding Officer
 2. Pledge of Allegiance
 3. Public Comment – 3 – minute maximum per person
 4. Approval of the Minutes
 - A. Minutes from August 16, 2022 Board of Selectmen Meeting
 5. Petitions & Communications
 6. Reports of Standing Committees
 - A. General Government Committee
 7. Reports of Special Committee
 8. Unfinished Business
 9. Grant Considerations and Updates
 10. New Business
 - A. 192 Park Road - Lease Agreement extension
 - B. Town Department Employment Update
 - C. Water Ban
 - D. Accessory Dwelling Units
 11. Public Comment – 3- minute maximum per person
 12. Adjournment

To Be Approved
 Mayor and Board of Selectman Meeting
 August 16, 2022
 Also via Zoom: Meeting Id # 876 3222 1197

TOPIC		DISCUSSION	
PRESENT:		Mayor Seney, Selectman Rawson, Selectman Hayes, Selectman Paquin, Selectman Pempek, Selectwoman Marion	
ABSENT:		Deputy Mayor Simmons	
1.	Call to Order	Mayor Seney called the meeting to order at 7:00 PM	
2.	Pledge of Allegiance	Led by Mayor Seney	
3.	Public Comment		3 minute maximum per person David Belleville – 62 Wrights Crossing Rd, Pomfret, CT gave the Board a 2 page letter
4	Approval of the Minutes	A.	Minutes from July 18, 2022 Board of Selectman Meeting Selectman Paquin made a motion to approve the minutes of the July 18, 2022 Board of Selectman Meeting as presented. The motion was seconded by Selectman Pempek and passed unanimously.
		B.	Minutes from July 28, 2022 Special Board of Selectman Meeting Selectman Pempek made a motion to approve the minutes from the July 28, 2022 Special Board of Selectman Meeting as presented. The motion was seconded by Selectwoman Marion and passed unanimously.
5.	Petitions & Communications		None
6.	Reports of Standing Committees		General Government Committee

7.	Reports of Special Committees		None
8.	Town Administrator Reports		Town Administrator Sistare reviewed her report with the Selectmen.
9.	Unfinished Business		None
10.	Grant Considerations and Updates		<p>None</p> <p>Selectman Pempek made a motion to add item 11B. Consider the appointment of Christine Main as a member to the Inland/Wetlands Commission. The motion was seconded by Selectwoman Marion and passed unanimously.</p> <p>Selectman Pempek made a motion to add item 11C. Consider the appointment of Mike Bogdanski to the Zoning Board of Appeals. The motion was seconded by Selectwoman Marion and passed unanimously.</p>
11.	New Business	<p>A.</p> <p>B.</p> <p>C.</p>	<p>Consider the appointment of Michael Bogdanski to the Inland/Wetlands Commission with a commission to expire on 1/19/2027.</p> <p>Selectman Rawson made a motion to approve the appointment of Michael Bogdanski to the Inland/Wetlands Commission with a commission to expire on 1/19/2027. The motion was seconded by Selectman Hayes and passed unanimously.</p> <p>Consider the appointment of Christine Main to the Inland/Wetlands Commission as a member.</p> <p>Selectman Pempek made a motion to approve the appointment of Christine Main to the Inland/Wetlands Commission. The motion was seconded by Selectwoman Marion and failed with a 2/3 vote.</p> <p>Consider the appointment of Michael Bogdanski to the Zoning Board of Appeals with a commission to expire of 12/4/22.</p> <p>Selectman Paquin made a motion to appoint Michael Bogdanski to the Zoning Board of Appeals with a commission to expire of 12/4/22. The motion was seconded by Selectwoman Marion and passed unanimously.</p>
12.	Public Comment		None
13.	Adjournment		Selectman Paquin made a motion to adjourn at 7:22 PM. The motion was seconded by Selectman Hayes and passed unanimously.

AGENDA ITEM COVERSHEET

Submitted by: Delpha Very, ECD/PRA Director

Date for Consideration: 9/6/2022

Town Attorney Review Required: Amendment drafted by Attorney Roberts

Financial Summary: N/A

Staff Recommendation:

Approval recommended as all conditions of the agreement have been met since it's inception in 2018. The price of the property had been approved by the BOS at \$95,000 and \$45,000 has been collected thus far. The contract had been extended in 2021 for a two-year term with consideration of \$10,000 for each one-year extension.

The Key Capture Energy project is researching the capabilities of downsizing the project to better fit on the property and meet with ISO regulatory procedures moving forward.

Supporting Materials (if yes, list attachments):

Amended Extension of Lease for Lot 23/Assessor Map Lot 45-25/192 Park Rd

AMENDMENT TO OPTION AGREEMENT

This AMENDMENT TO OPTION AGREEMENT (this “**Amendment**”), dated as of September ___, 2022, by and between THE TOWN OF PUTNAM (the “Optionor”), a municipal subdivision of the State of Connecticut and a body politic; and KCE CT 1, LLC, a limited liability company organized and existing under the laws of the State of Delaware and having an office and mailing address at 418 Broadway, 3rd Floor, Albany, New York 12207 (the “Optionee”)

WITNESSETH:

WHEREAS, the Optionor and Optionee are parties to that certain Option Agreement dated August 29, 2018 (the “Option Agreement”); terms capitalized and not otherwise defined in this Amendment have the meanings ascribed to them in the Option Agreement; and

WHEREAS, the parties wish to amend the Option Agreement to extend the Option Term;

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and legal sufficiency are hereby acknowledged, the Parties agree as follows:

1. Section 2(c) of the Option Agreement is deleted and replaced with the following:

“(c) Provided there shall be no Event of Default by Optionee hereunder prior to that date which is three (3) years from the date hereof, Optionee shall have the right to further extend the Option Term by four (4) successive one-year extension terms. In consideration of such extension terms, Optionee shall pay to Optionor the sum of Ten Thousand and 00/100 Dollars (\$10,000.00) for each such one-year extensions to the Option Term, and such payments shall constitute Option Fees hereunder. Such additional Option Fee payments shall also be applied to the Purchase Price in the event the Optionee exercises this Option during the extended Option Term.”

2. Miscellaneous

(a) This Amendment is governed by, and construed in accordance with, the laws of the State of Connecticut, without regard to the conflict of laws provisions of such State.

(b) This Amendment shall inure to the benefit of and be binding upon the parties and each of their respective permitted successors and permitted assigns.

(c) The headings in this Amendment are for reference only and do not affect the interpretation of this Amendment.

(d) This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement. Delivery of an executed counterpart of this Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Amendment.

(e) This Amendment constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Effective Date.

THE TOWN OF PUTNAM:

By: _____
Its _____

KCE CT 1, LLC

By: _____
Its _____

OPTION AGREEMENT

THIS OPTION AGREEMENT, (the "**Option Agreement**") is made and entered into as of the 29 day of August, 2018, by and between The Town of Putnam, a municipal corporation organized and existing under the laws of the State of Connecticut and having an office and mailing address at 126 Church Street, Putnam, Connecticut 06260 (the "**Optionor**") and KCE CT 1, LLC, a limited liability company organized and existing under the laws of the State of Delaware and having an office and mailing address at 418 Broadway, 3rd Floor, Albany, New York 12207 (the "**Optionee**").

WITNESSETH:

WHEREAS, Optionor is the owner of that certain piece or parcel of land commonly known as 192 Park Road, Putnam, Connecticut (the "**Land**"), which Land is more particularly bounded and described on **Schedule A** attached hereto and made a part hereof; and

WHEREAS, the Land, together with (i) the buildings, parking areas, improvements, and fixtures now situated on the Land (the "**Improvements**"); (ii) all furniture, personal property, machinery, apparatus, and equipment used in the operation, repair and maintenance of the Land and Improvements and situated thereon owned by Optionor (collectively, the "**Personal Property**"); and (iii) all easements, hereditaments, and appurtenances belonging to or inuring to the benefit of Optionor and pertaining to the Land, if any (collectively, the "**Premises**"); and

WHEREAS, Optionor has agreed to grant to Optionee the exclusive right and privilege of purchasing the Premises on all of the terms and conditions more particularly set forth herein below,

NOW THEREFORE, in consideration of one or more dollars and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged by Optionor, the Optionor hereby agrees as follows:

1. Grant of Option. Optionor hereby gives and grants unto Optionee, its successors and assigns, the exclusive right, privilege and option to purchase the Premises (the "**Option**").
2. Option Term; Option Fee; Extension of Option Term.
 - (a) Unless sooner terminated, this Option shall be and remain in effect for three (3) years from the date hereof (the "**Option Term**"). Optionee, its successors and assigns, shall have the right and privilege of exercising this Option in the manner set forth below at any time within the Option Term.
 - (b) The Optionee shall pay to Optionor the sum of Ten Thousand and 00/100 Dollars (\$10,000.00) upon the execution of this Agreement and the sum of Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00) on each of the first and second anniversaries of the date of this Agreement (collectively, the "**Option Fee**"). The Option Fee shall be applied to the Purchase Price in the event the Optionee exercises this Option during the Option Term.
 - (c) Provided there shall be no Event of Default by Optionee hereunder prior to that date which is three (3) years from the date hereof, Optionee shall have the right to further extend the Option Term by two (2) successive one-year extension terms. In consideration of such extension terms, Optionee shall pay to Optionor the sum of Ten Thousand and 00/100 Dollars (\$10,000.00) for each such one-year extensions to the Option Term, and such payments shall constitute Option Fees hereunder. Such additional Option Fee payments shall also be applied to the Purchase Price in the event the Optionee exercises this Option during the extended Option Term.

(d) If Optionee shall fail to pay any applicable Option Fee on or before the anniversary date of this Agreement when the same shall become due, Optionor shall provide Optionee with written notice of such failure. If Optionee fails to pay such Option Fee within fifteen (15) days of the date of such notice, the Optionor may, in its sole discretion, terminate this Option effective immediately upon written notice to Optionee.

3. Purchase Price. In the event that Optionee exercises this Option pursuant to and in accordance with the terms of this Option Agreement, the purchase price (the "**Purchase Price**") to be paid by Optionee to Optionor for the Premises shall be in the amount of Ninety-Five Thousand and 00/100 Dollars (\$95,000.00).

The balance of the Purchase Price, net of Option Fees previously paid to Optionor, pursuant to Paragraphs 2(b) and 2(c) above, shall be paid by wire transfer, certified or bank check or Attorney's trust account check at the time of the closing of the subject transaction (the "**Closing**").

4. Exercise of Option; Purchase and Sale Agreement; Required Approvals.

(a) In order to exercise this Option, Optionee shall provide Optionor with written notice (the "**Option Notice**") of its unequivocal exercise of this Option at any time prior to the expiration of the Option Term or the extended Option Term. In the event that Optionee shall fail to exercise this Option in the manner and within the time period set forth above, for reasons other than the breach of this Option Agreement by Optionor, then unless specifically provided by the terms of this Option Agreement to the contrary, this Option Agreement shall be deemed terminated and of no further force or effect. At Optionee's election, to be exercised in written notice to the Optionor at any time following the Option Notice but prior to the Closing, the Optionor and Optionee shall enter into a purchase and sale agreement for the Premises upon the terms and conditions contained in this Option Agreement and otherwise in form and substance reasonably satisfactory to the Optionor and the Optionee (the "**PSA**"). In the event that the Optionee does not elect to have a PSA or the parties fail to enter into a PSA after so elected by the Optionee, this Option Agreement shall govern the terms and conditions upon which the Closing shall occur and the conveyance of title to the Premises shall be transferred by Optionor to Optionee.

(b) As used herein, the term "**Transactions**" shall collectively refer to this Option Agreement, and the rights, transactions and conveyances contemplated herein.

(c) Notwithstanding the date of this Option Agreement indicated above, this Option Agreement shall remain subject to the satisfaction of the following conditions (collectively, the "**Conditions**") by Optionor on or before October 15, 2018:

1. Approval of the Transactions by the Town of Putnam Board of Finance;
2. Approval of the Transactions by the Town of Putnam Board of Selectmen;
3. Referral to the Town of Putnam Planning Commission of the Transactions and either an approval or a disapproval of such Transactions as provided under Section 8-24 of the Connecticut General Statutes; and
4. Approval of the Transactions at a Putnam Town Meeting consistent with the requirements of Section 4.B of Chapter Eight of the Putnam Town Charter and by a majority sufficient to meet the approval requirements for final action pursuant to Section 8-24 of the Connecticut General Statutes.

The Optionor shall provide the Optionee with reasonable advance notice of each and every public hearing and/or public meeting held in connection with the Conditions. The Optionor shall promptly notify the Optionee in writing upon satisfaction of the Conditions.

(d) The Optionor represents and warrants that the Conditions represent the only approvals and actions necessary for the Optionor to have the full power to enter into, execute, deliver and carry out this Option Agreement and to perform its obligations hereunder.

(e) In the event that the Conditions are not satisfied on or before October 15, 2018, this Option Agreement shall automatically terminate, whereupon the Optionor shall return any payments made to Optionor by Optionee pursuant to this Option Agreement.

5. Closing. The Closing shall be held at the offices of Optionee's attorneys in Hartford, Connecticut, at a date and time determined by Optionee and set forth in the Option Notice, provided, however, that such Closing date shall not be less than thirty (30) days after the date of the Option Notice nor more than one hundred eighty (180) days following the date of the Option Notice. In the event Optionee shall fail to close within one hundred eighty (180) days following the date of the Option Notice, for reasons other than the breach of this Option Agreement by Optionor, this Option Agreement shall be deemed terminated and of no further force or effect.

6. Adjustments; Possession; Affidavits. At the time of Closing, the Purchase Price shall be adjusted by property taxes to the Town of Putnam as well as all other items customarily adjusted between sellers and buyers of similar properties, in accordance with the customs of the local bar association. At the Closing, the Optionor shall deliver to the Optionee, or its assignee or nominee, full and exclusive possession and occupancy of the Premises free and clear of all tenants, occupants, rubbish and debris and otherwise in substantially the same condition that exists on the date of this Option Agreement. At the Closing, Optionor shall deliver to the Optionee or the Optionee's nominee the following documents:

(a) Quitclaim Deed in proper form, sufficient to convey to the Optionee, or its nominee, good and marketable fee simple title to the Premises and any appurtenant rights, free and clear of all liens, caveats and encumbrances of whatsoever type or nature except as specifically set forth in Section 7 below, together with payment of applicable conveyance taxes due;

(b) Affidavits customarily required by title insurance companies in the State of Connecticut for the issuing of title insurance protecting against mechanics liens and parties in possession, along with waivers of mechanics liens executed by or on behalf of all persons, firms and corporations who shall have furnished materials or performed work or services on or at the Premises during the period commencing ninety (90) days prior to the Closing;

(c) An affidavit of the Optionor swearing that the Optionor is not a "foreign person" as defined in Section 1445(B)(2) of the Internal Revenue Code of 1986, as amended;

(d) a Form 1099-S; and

(e) Any other customary sale documents as may be reasonably required by Optionee, Optionee's title insurer or Optionee's lender.

7. Title; Title Defects. If at any time prior to the Closing, a title search conducted by or at the direction of Optionee reveals the fact that Optionor's title to the Premises does not consist of a good and marketable fee simple interest, free and clear of all liens, caveats, encumbrances, restrictions and exceptions to title, other than zoning and building regulations, current taxes to the Town of Putnam, the

provisions of any ordinance or governmental regulation affecting the Premises (provided there are not violations thereof at time of Closing) and the matters set forth on **Schedule B** attached hereto, then in such event, (i) Optionee shall take all steps necessary to have such encumbrance, lien or other matter affecting title in violation of this Section 7 removed or discharged; and (ii) Optionee may pursue any available legal or equitable remedies deemed necessary to enforce the Optionor's obligations to convey the Premises in the manner and condition required under this Option Agreement and recover from Optionor all of Optionee's costs and expenses, including, without limitation, attorney's fees and any damages resulting from a delay in the Closing. Optionor authorizes Optionee to use such portion of the Purchase Price as may be required in order to pay off any tax liens, existing mortgages and any other monetary liens or encumbrances on the Premises as of the date of the Closing. Optionor represents and warrants to and covenants and agrees with Optionee that, Optionor shall not further encumber or permit the further encumbrance of the Premises, in any way, without first obtaining the written consent of Optionee, to be given or withheld in the Optionee's sole and absolute discretion.

8. **Inspections.** During the Option Term, Optionee, its agents and employees, shall upon reasonable advance notice to Optionor, have the right to enter the Premises for the purposes of inspecting, conducting tests and examinations, including the taking of test borings or making surveys or the like, or performing environmental or other studies of the Premises. Optionor, during such period, agrees to cooperate fully with Optionee in all matters where such cooperation would be necessary or convenient, in order to carry out the purposes and intent of this Option Agreement. Optionee shall restore any portion of the Premises to substantially the same condition it was in immediately prior to any such test or inspection conducted by Optionee. In the event Optionee wishes to conduct extensive or invasive testing at the Premises, at Optionor's request, Optionor and Optionee shall enter into that form of Limited License Agreement to Perform Tests attached as **Schedule C** hereto and made a part hereof.

9. **Brokerage.** Optionor and Optionee each represent and warrant to each other that they have dealt with no real estate agent or broker with respect to this Option. Each party hereto agrees to indemnify and save the other harmless from any and all liability for the payment of any commissions claimed due by any real estate agent or broker with whom that party may have dealt.

(a) **Representations.** Optionor shall, at the Closing, provide Optionee with an affidavit containing the following warranties, representations and covenants, as of the date of the Closing:

(b) There is no action, suit, proceeding or investigation pending, or to the best of Optionor's knowledge, threatened against the Premises or Optionor before any court or governmental agency or instrumentality which, if adversely concluded, would adversely affect the Optionor's ability to perform its obligations hereunder or would adversely affect the Premises or its use or value.

(c) Optionor has (i) not entered into any material commitments or agreements with any governmental authorities or agencies affecting the Premises that are not a matter of public record in the Putnam Land Records, and (ii) not received any written notice from any governmental authorities (x) that there currently is any pending condemnation or eminent domain proceeding relating to the Premises or any part thereof or that any such proceeding is currently contemplated, or (y) citing the violation of, or requiring the correction of any condition with respect to the Premises, or any part thereof, by reason of a violation of, any applicable federal, state, or municipal law, code, rule or regulation, or stating that any investigation has been commenced or is contemplated regarding any of the same.

(d) There are no contracts or agreements relating to the operation or maintenance of the Premises and there are no leases or occupancy agreements, oral or otherwise, of any portion of the Premises in effect as of the date of the Closing.

(e) Optionor has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by Optionor's creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Optionor's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Optionor's assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally.

(f) Optionor has full right, power and authority to perform each of the covenants on its part to be performed hereunder and to execute and deliver, and to perform its obligations under all documents required to be executed and delivered by it pursuant to this Agreement.

(g) Optionor is not aware that any materials, wastes or substances defined or referred to as "hazardous" or "toxic" under applicable federal, state, or local laws ("**Hazardous Materials**") have been generated, released, discharged, or disposed of in, on, under or about the Premises and which currently contaminate the Premises and no underground or above ground storage tank is currently located in, on under or about the Premises; Optionor is not aware of any facts that would indicate that the Premises, or any part thereof, was used for the generation, manufacture, disposal or production of any Hazardous Materials in violation of applicable laws, rules, or regulations from and after the date of the Optionor's acquisition of the Premises; throughout the period of the Optionor's ownership of the Premises, neither the Optionor nor any other occupant of the Premises generated, manufactured, disposed of or produced any Hazardous Materials on the Premises; Optionor has not received any notice, directive or complaint from any governmental authority relating to any environmental matter affecting the Premises; and no underground storage tanks are currently located at the Premises. Optionor is not aware of any facts that would indicate that the Premises constitute "an establishment" as that term is defined under the Connecticut Transfer Act.

11. Entire Agreement. This Option Agreement contains the entire agreement of the parties concerning this transaction and supersedes any and all previous agreements, written or oral between the parties concerning this transaction. This Option Agreement may not be changed or amended in any way except if such change or amendment is set forth in writing and is signed by the party against whom enforcement of the same is sought.

12. Survival; Assignment. It is understood and agreed between the parties that the representations and obligations of the Optionor as set forth above shall survive the Closing and the delivery of the deed to Optionee. Optionee shall have the right to assign its rights under this Option Agreement to any party upon the written consent of Optionor, which consent will not be unreasonably withheld. Optionee shall have the right to assign its rights under this Option Agreement to any party upon prior written notice to Optionor.

13. Binding Effect; Governing Law. The rights and obligations contained in this Option Agreement shall inure to the benefit of and be binding upon the parties, their legal representatives, successors and assigns. This Option Agreement shall be governed by, interpreted under and construed and enforced in accordance with the laws of the State of Connecticut.

14. Partial Invalidity. If any provision of this Option Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Option Agreement remain in full force and effect if the essential terms and conditions of this Options Agreement for all parties remain valid, legal and enforceable.

15. Notices. All notices or communications which are required or desired to be given or made hereunder shall be sufficiently given or made if delivered by hand or by certified mail, return

receipt requested, or by nationally recognized overnight delivery service providing proof of delivery, to the party for whom it was intended at the address of such party first set forth above or at such other address of which such party shall have given written notice in the manner provided herein, and shall be deemed given on the date so mailed or delivered by hand.

16. Remedies. If Optionee shall duly exercise this Option and Optionor shall fail to close in accordance with all of the terms of this Option Agreement, in addition to all remedies available to Optionee at law or in equity, Optionee may bring suit against Optionor in equity for specific performance of their rights under this Option Agreement. In the event of any litigation arising out of or connected with this Option Agreement, the prevailing party shall be entitled to the reasonable costs and expenses thereof, including, without limitation, legal fees and costs.

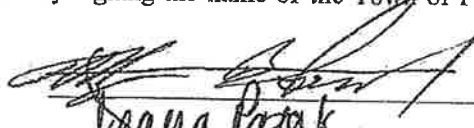
17. Counterparts/Execution by Facsimile. This Option Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Transmittal of the signatures of the parties hereto by facsimile shall be deemed as effective as an original signature thereon.

18. Time is of the Essence. The time of performance of all obligations hereunder is of the essence.

[No further text on this page – signature page follows]

STATE OF CONNECTICUT)
) ss: Putnam
COUNTY OF WINDHAM)

On this the 20th day of August, 2018, before me, the undersigned officer, personally appeared **Norman B. Seney**, who acknowledged himself to be the Mayor of The Town of Putnam, a municipal corporation organized and existing under the laws of the State of Connecticut, and that he as such and being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Town of Putnam by himself as such Mayor.




Norman B. Seney
Commissioner of the Superior Court
Notary Public
My Commission Expires: Aug. 31, 2020

STATE OF New York)
) ss: _____
COUNTY OF Albany)

On this the 29th day of August, 2018, before me, the undersigned officer, personally appeared **Daniel Fitzgerald**, who acknowledged himself to be the Authorized Representative of KCE CT 1, LLC, a limited liability company organized and existing under the laws of the State of Delaware, and that he as such and being duly 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 such Authorized Representative.

KRISTA HARWELL
NOTARY PUBLIC STATE OF NEW YORK
ALBANY COUNTY
LIC. #01HA6371739
COMM. EXP. 03/05/2022



Krista Harwell
Commissioner of the Superior Court
Notary Public
My Commission Expires: 03/05/2022

IN WITNESS WHEREOF, the parties hereto have executed this Option Agreement as of the date first above written.

Witness:

Jackie Menard

Jackie Menard
Sara J Seney
Sara J Seney

Ryan Andrews RYAN ANDREWS

Tracy Metzger Tracy Metzger

OPTIONOR:
THE TOWN OF PUTNAM
a municipal corporation

By: Norman B. Seney
Its Mayor

OPTIONEE:
KCE CT 1, LLC
a Delaware limited liability company

By: Daniel Fitzgerald
Its Authorized Representative

[End of signature page – acknowledgment page follows]