

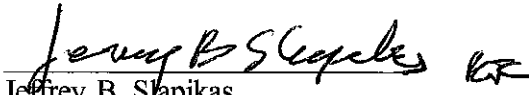
LEGAL NOTICE
TOWN OF PROSPECT
SPECIAL TOWN MEETING

Notice is hereby given to those persons eligible to vote in Town Meetings of the Town of Prospect that there will be a Special Town Meeting held on June 28, 2022 at 6:00 P.M. at the Prospect Town Hall, 36 Center Street, Prospect, CT 06712 for the following purpose:

To consider and act upon an authorization for appropriations in the total amount of no more than Seven Hundred Thirty Nine Thousand Nine Hundred Eighty-Three Dollars (\$739,983) to finance the purchase of a Pierce Rescue Fire Truck pursuant to an Asset Purchase Agreement by and between the Town and The Volunteer Fire Department of Prospect, Inc., as well as to authorize a loan from a bank or other institutional lender and/or for the issuance of bonds, notes, or bond anticipation notes up to a total amount of Six Hundred Seventy-Two Thousand Seven Hundred Twenty-Three Dollars (\$672,723) for those purposes, and to authorize the Mayor and the Treasurer to determine certain particulars and to take various actions in connection therewith.

A copy of the draft Asset Purchase Agreement is on file and available for inspection at the Prospect Town Hall and will be circulated at the Special Town Meeting.

TOWN OF PROSPECT


Jeffrey B. Slapikas
Chair, Prospect Town Council

Dated at Prospect this 21 day of June, 2022.

PROSPECT TOWN
TOWN CLERK
2022 JUN 22 PM 2:39
Michelle J. [unclear]
TOWN CLERK

RESOLUTION OF TOWN COUNCIL

RESOLVED: That the proposed resolution to purchase a Pierce Rescue Fire Truck currently owned by The Volunteer Fire Department of Prospect, Inc. for no more than Seven Hundred Thirty Nine Thousand Nine Hundred Eighty-Three Dollars (\$739,983), together with an appropriation from the General Fund and the borrowing of up to Six Hundred Seventy-Two Thousand Seven Hundred Twenty-Three Dollars (\$672,723) for such purposes, which may include a loan from a bank or other institutional lender and/or the issuance of general obligation bonds, notes and/or bond anticipation notes to finance such appropriations as set forth in the attached draft Resolution of Town Meeting, is approved and recommended to the Town Meeting, and a copy of such resolution is attached to this resolution.

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is effective as of August 8, 2022 (the "Effective Date") by and between The Volunteer Fire Department of Prospect, Inc., a Connecticut nonstock corporation ("Seller") and the Town of Prospect, Connecticut ("Buyer"). Seller and Buyer are sometimes referred to as a "Party" or collectively as the "Parties".

Background

Seller owns a 2020 Pierce Stock Demo Pumper Fire Truck with vehicle identification number _____ (the "Fire Truck"). Seller's purchase of the Fire Truck was financed with a one (1) year loan from Thomaston Savings Bank having loan number 3300893563 (the "Loan"). The Loan is secured by a security interest in the Fire Truck in favor of Thomaston Savings Bank (the "Fire Truck Lien"). As of the Effective Date, the total outstanding principal and interest due under the Loan is Seven Hundred One Thousand Nine Hundred Seventy Dollars (\$701,970) (the "Loan Payoff Amount"). Following Seller's purchase of the Fire Truck, Seller spent Thirty-Eight Thousand Thirteen Dollars (\$38,013) on modifications to the Fire Truck (the "Modification Cost"). Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Fire Truck as provided in and pursuant to the terms and conditions of this Agreement. Accordingly, in consideration of the foregoing and of the mutual promises, covenants and conditions set forth below, the Parties agree as follows:

1. Purchase and Sale. On the Effective Date, Seller shall sell, assign, transfer, and deliver to Buyer, and Buyer shall purchase and acquire from Seller the Fire Truck. As consideration for the purchase, Buyer shall: (i) pay the Loan Payoff Amount directly to Thomaston Savings Bank in full and complete satisfaction of the Loan, and (ii) pay the Modification Cost directly to Seller.
2. Seller Representations and Warranties. Seller makes the following representations and warranties: (i) Seller is a nonstock corporation duly organized and validly existing under the laws of the State of Connecticut and has full power and authority to enter into and perform this Agreement; and (ii) Seller has good and marketable title to the Fire Truck, free and clear of all mortgages, deeds of trust, liens, pledges, collateral assignments, security interests, leases, covenants (each and "Encumbrance"), except for the Fire Truck Lien which shall be released in connection with the Closing.
3. Closing; Deliverables. The Closing shall occur simultaneously with the execution of this Agreement. At the Closing: (i) Seller shall deliver to Buyer a completed bill of sale for the Fire Truck in the form prescribed by the Connecticut Department of Motor Vehicles and title to the Fire Truck free and clear of all Encumbrances including the Fire Truck Lien; and (ii) Buyer shall deliver: (A) the Loan Payoff Amount to Thomaston Savings Bank by certified check in full and complete satisfaction of the Loan and in release of the Fire Truck Lien, and (B) the Modification Cost to Seller by certified check. Seller and Buyer will also execute such other documents and perform such other acts, before, on, or after the Effective Date, as may be necessary for the performance of this Agreement and the transfer of the Fire Truck from Seller to Buyer, including but not limited to Seller assisting Buyer with transferring the title, registration, insurance, and all manufacturer warranties on the Fire Truck to Buyer.

4. General Provisions.

(a) Entire Agreement. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and referenced herein and supersedes and terminates any prior agreements between the Parties (written or oral). This Agreement may not be altered or amended except by an instrument in writing signed by the Parties.

(b) Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, including by electronic signature, all of which taken together shall constitute one executed original. Portable Document Format or other electronic copies of this Agreement shall be deemed originals for all purposes

(c) Construction. The Section headings of this Agreement are for convenience only and in no way modify, interpret or construe the meaning of specific provisions of the Agreement. As used herein, the neuter gender shall also denote the masculine and feminine, and the masculine gender shall also denote the neuter and feminine.

(d) Severability. If any one or more of the provisions contained in this Agreement should be found invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Any illegal or unenforceable term shall be deemed to be void and of no force and effect only to the minimum extent necessary to bring such term within the provisions of applicable law.

(e) Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut without regard to the choice of law rules utilized in that jurisdiction. THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING IN ANY WAY TO THIS AGREEMENT, INCLUDING WITH RESPECT TO ANY COUNTERCLAIM MADE IN SUCH ACTION OR PROCEEDING. The parties each consent to the jurisdiction of and exclusive venue of the state and federal courts located in Connecticut.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused these presents to be executed and through their duly authorized officers on the Effective Date.

SELLER:

THE VOLUNTEER FIRE DEPARTMENT OF PROSPECT, INC.

By: _____

Name:

Title:

BUYER:

TOWN OF PROSPECT, CONNECTICUT

By: _____

Mayor Robert R. Chatfield

RESOLUTION OF THE TOWN MEETING
OF THE TOWN OF PROSPECT, CONNECTICUT

JUNE 28, 2022 6:00 PM PROSPECT TOWN HALL

WHEREAS, it is deemed to be in the best interest of the Town of Prospect, Connecticut (the "Town") to purchase a Pierce Rescue Fire Truck (the "Fire Truck") currently owned by The Volunteer Fire Department of Prospect, Inc. for no more than Seven Hundred Thirty Nine Thousand Nine Hundred Eighty-Three Dollars (\$739,983);

WHEREAS, it is deemed to be in the best interest of the Town to appropriate the sum of Seven Hundred Thirty Nine Thousand Nine Hundred Eighty-Three Dollars (\$739,983) to be used toward the purchase of the Fire Truck, of which Six Hundred Seventy-Two Thousand Seven Hundred Twenty-Three Dollars (\$672,723) shall be financed as set forth in this resolution;

WHEREAS, under the provisions of Section 7-369 of the Connecticut General Statutes, a Town may issue bonds or notes to finance appropriations exceeding \$10,000;

WHEREAS, under the provisions of Section 7-378 of the Connecticut General Statutes, the Town may issue temporary notes in anticipation of the receipt of the proceeds of such bonds;

WHEREAS, the Town has the power and authority to obtain financing through a loan by a bank or other similar institutional lender, if it so chooses; and

WHEREAS, the Town Meeting has been appropriately called by the Town Council pursuant to notice published in the Waterbury Republican newspaper.

NOW, THEREFORE, BE IT RESOLVED:

1. That the Town of Prospect is authorized to purchase the Fire Truck, subject to such terms and conditions deemed advisable by the Mayor, and the Mayor is hereby authorized to execute and deliver any and all documents necessary to accomplish the purchase; the Asset Purchase Agreement presented to this meeting is hereby ratified and approved, subject to such modifications or extensions as the Mayor may approve in his discretion that do not increase the purchase price.

2. That the sum of Seven Hundred Thirty Nine Thousand Nine Hundred Eighty-Three Dollars (\$739,983) is appropriated by the Town for the purchase price for the Fire Truck, of which Sixty-Seven Thousand Two Hundred Sixty Dollars (\$67,260) shall be appropriated from the General Fund and Six Hundred Seventy-Two Thousand Seven Hundred Twenty-Three Dollars (\$672,723) shall be financed as further set forth in this resolution.

3. That the Town issue, in registered form (if deemed necessary or advisable), Bonds, Notes or Bond Anticipation Notes in one or more series in an amount not to exceed Six Hundred Seventy-Two Thousand Seven Hundred Twenty-Three Dollars (\$672,723) or such lesser amount as will be sufficient to defray the appropriation of Seven Hundred Thirty Nine Thousand Nine Hundred Eighty-Three Dollars (\$739,983) for the purchase of the Fire Truck, under the provisions of Section 7-369 of the Connecticut General Statutes, as amended, and any other act of the General

Assembly of the State of Connecticut thereto enabling. That the Bonds, Notes or Bond Anticipation Notes shall be secured by the full faith and credit of the Town. That the Bonds, Notes or Bond Anticipation Notes shall mature no later than ten (10) years from the date of issuance. That the Town Treasurer shall keep a record of such Bonds, Notes or Bond Anticipation Notes which shall be signed by the Mayor and Town Treasurer or bear a facsimile of either or both of such signatures, under the seal of the Town or facsimile of such seal.

4. That the law firm of Carmody Torrance Sandak & Hennessey LLP of Waterbury, Connecticut, is designated as the attorneys-at-law to render an opinion as to approving the legality of such issue and as to the tax-exempt status of the Bonds, Notes or Bond Anticipation Notes.

5. That the Mayor and Town Treasurer are authorized to:

a. Determine the amount, date, rate of interest, maturities, form and particulars of such Bonds, Notes or Bond Anticipation Notes, including the book entry method of issuance (if deemed necessary or advisable) provided that the interest rate or rates thereon be based on the lowest net interest cost to the Town based on competitive or negotiated bids. The amount of Bonds, Notes or Bond Anticipation Notes of each series to be issued shall be fixed by the Mayor and the Town Treasurer in the amount necessary to meet the Town's cost of the purchase of the Fire Truck, provided that the total amount of Bonds, Notes or Bond Anticipation Notes to be issued shall not be less than an amount which will provide funds sufficient with other funds available for such purpose to pay the principal of and the interest on all temporary borrowings in anticipation of the receipt of the proceeds of said Bonds or notes outstanding at the time of the issuance thereof. They may also designate a qualified institution to act as certifying and paying agent and as transfer and registration agent for such issue (if deemed necessary or desirable). Said Bonds, Notes or Bond Anticipation Notes shall be sold by the Mayor and Town Treasurer in a competitive offering or by negotiated sale. If they so determine, the financing may be accomplished with a bank or other institutional lender.

b. Sell and deliver such Bonds, Notes or Bond Anticipation Notes on behalf of the Town as a single issue or to consolidate and sell the same with any other authorized but unissued general purpose Bonds, Notes or Bond Anticipation Notes of the Town;

c. Enter into a Tax Regulatory Agreement on behalf of the Town to comply with all requirements necessary to qualify the Bonds, Notes or Bond Anticipation Notes as exempt from Federal and State income taxes on the interest thereon;

d. Designate, if appropriate, the Bonds, Notes or Bond Anticipation Notes as qualified tax exempt obligations for purposes of Internal Revenue Code Section 265(b)(3);

e. Make representations and enter into written agreements for the benefit of holders of the Bonds, Notes or temporary notes to provide secondary market disclosure information, which agreements may include such terms as they deem advisable or appropriate in order to comply with applicable laws or rules pertaining to the sale or purchase of such Bonds, Notes or temporary notes; and

f. Do all other acts and execute and deliver all other documents and agreements which are necessary or appropriate to complete such issue, including but not limited to entering into covenants with the holders of such Bonds, Notes, or temporary notes.

6. That, prior to the issuance of the Bonds or Notes, the Town be authorized to issue its temporary notes or Bond Anticipation Notes, from time to time, in an amount not exceeding Six Hundred Seventy-Two Thousand Seven Hundred Twenty-Three Dollars (\$672,723). That the Town is authorized to spend said appropriation and to enter into contracts and agreements in the name of and on behalf of the Town for the aforementioned purchase of the Fire Truck.

7. In addition, since some of the costs of the projects approved herein may be incurred prior to the receipt of the proceeds of the financing hereby authorized, the Town adopts the following declaration of intent in accordance with Treasury Regulations Section 1.150-2:

a. To the extent that expenditures are made prior to the receipt of the proceeds of the sale of bonds or notes, the Town reasonably expects to reimburse such expenditures out of such proceeds, and that no other funds from other sources are reasonably expected to be reserved, allocated on a long term basis or otherwise set aside by the Town pursuant to its budget or financial policies.

b. The statements contained in this resolution with regard to the reimbursement of the expenditures are intended to be statements of official intent as required by and in conformance with the provisions of Treasury Regulation Section 1.150-2(e).

c. The expenditures to be reimbursed pursuant to this resolution will be incurred in connection with the purchase of the Fire Truck.

d. The principal amount of debt expected to be issued for purposes of reimbursement of expenditures shall not exceed Six Hundred Seventy-Two Thousand Seven Hundred Twenty-Three Dollars (\$672,723).