

Board of Selectmen

36 BARTLET STREET
ANDOVER, MA 01810

WWW.ANDOVERMA.GOV

MEETING AGENDA

Monday, July 17, 2017

Regular Session 7:00 P.M.

SELECTMEN'S CONFERENCE ROOM, ANDOVER TOWN OFFICES, 3rd floor

REGULAR SESSION

- I. Call to Order– 7:00 P.M.
- II. Opening Ceremonies/ Moment of Silence/Pledge of Allegiance – 7:00 P.M.
- III. Communications/Announcements/Liaison Reports – 7:05 P.M.
- IV. Citizens Petitions and Presentations – 7:10 P.M.
- V. Public Hearing – 7:15 P.M.
 - A. National Grid and Verizon New England – (15 minutes)

This hearing is being held on the petition of National Grid and Verizon New England requesting permission to locate poles, wires and fixtures, including the necessary sustaining and protecting fixtures, along and across the following public way:

24245413, Tewksbury Street – National Grid proposes one Jo Pole and Anchor. The location begins approximately 200 feet SW of the centerline of the intersection of Molly Road. Location approximately as shown on plan attached.
 - B. Barron's County Store, Inc. – (5 minutes)

The Board to consider the application of Barron's Country Store, Inc. for the change of manager relating to the Wine and Malt Retail Package Store License at 439 Lowell Street, Andover, and for the transfer of the License to the Corporation, as well as the associated change in beneficial interest.
- VI. Regular Business of the Board – 7:35 P.M.
 - A. Compensation Fund – (10 minutes)

Donna Walsh, Finance Director, to request a transfer from the Compensation Fund.
 - B. LED Street Light Agreement - (10 minutes)

Janet Nicosia, Manager of Energy and Utilities, to request the Board of Selectmen's approval for the Town Manager to enter into a lease-to-own financing agreement for a period greater than three years.

C. Andover High School Facility Study Committee – (15 minutes)
Committee to provide an update to the Board.

D. Board of Selectmen Policy Manual - (20 minutes)
The Board to consider updates of the policy manual for a second reading.

VII. Consent Agenda – 8:40 P.M.

A. APPOINTMENTS – (Town Manager)

That the following appointments by the Town Manager be approved:

DEPARTMENT/ COMMITTEE	NAME	POSITION	RATE/ TERM	DOH
IT Department	Dennis Wynne- 22-7 (v. J. Wassouf)	Tech Specialist 2	\$77,215.17	7/31/17
Conservation	Benjamin Meade IE20-7 (v. L. Cleary)	Conservation Agent	\$71,501.15	8/1/17
Recreation Services	Helen Fullerton	Group Leader- KinderCare	\$16.00/hr.	9/1/17
Recreation Services	Aundrea Grieco	Gate Monitor	\$11.00/hr.	6/19/17
Recreation Services	Alyssa Grieco	Gate Monitor	\$11.00/hr.	6/12/17
Recreation Services	John Gemmell	Baseball/Football Counselor	\$10.00/hr.	6/26/17
Recreation Services	Mary Langevin	Group Leader	\$16.00/hr.	9/1/17
Recreation Services	Matthew Belluche	Counselor – Rec Park	\$10.00/hr.	6/1/17
Recreation Services	Lindsay Weekes	Specialty Program Director	\$17.00/hr.	7/10/17
Municipal Services	Meredith Martin	Administrative Intern	\$11.00/hr.	6/27/17
Municipal Services	Jason Ouellette (v. J. Eulie)	Equipment Operator W-3-1	\$49,903	7/18/17
Municipal Services	Micaela Guglielmi	Sustainability Intern.	\$14.00/hr.	6/21/17
Municipal Services	Mark Basmaji	Temp. Seasonal Laborer	\$11.00/hr.	7/6/17
Municipal Services	Kevin Callahan	Temp. Seasonal Laborer	\$11.00/hr.	7/17/17
Municipal Services	Joseph Thompson w1-2-0 (PT to FT)	Junior Custodian	\$48,128.00	7/18/17
Town Clerk	Justine Croteau	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Robert Decelle	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Donnabeth Dooley	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Nancy Earnley	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Donnabeth Dooley	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Nancy Earnley	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	George Fulginiti	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Marilyn Fulginiti	Pollworker	\$9.25/hr.	7/17/17

Town Clerk	Yvette Goulet	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Suzanne Soo Hoo	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Maria Ramos-Johnson	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Jonathan Stone	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Johanna Winchester	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Mary Jane Bausemer	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Champa Bilwakesh	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Jeanne P. DeLisio	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Sandra P. Durling	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Nancy S. Gump	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Jack Hall	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Vecenza Johnson	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Charlotte Lyons	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Barbara MacIntire	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Ellen T. Marcus	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Jeanne Normandy	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	James J. Redmond	Clerk	\$9.25/hr.	7/17/17
Town Clerk	Judith T. Reghitto	Warden	\$9.25/hr.	7/17/17
Town Clerk	Kathleen M. Salvi	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Susan A. Schwarz	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Marilyn P. Wicker	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Lora Bates (Williams)	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Gail A. Demaso	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Norma A. Gammon	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Alan M. Henderson	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Lois Kelly	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Patricia A. King	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Margaret L. Leber	Pollworker	\$9.25/hr.	7/17/17

Town Clerk	Douglas F. Mitchell	Clerk	\$9.25/hr.	7/17/17
Town Clerk	Gerda Mosca	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Walter W. Salvi	Warden	\$9.25/hr.	7/17/17
Town Clerk	James Sellers	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Margaret Tenczar	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	George Thomson	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Kevin J. Twohig	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Nancy Vogel	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Myrna Zetlan	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Rita T. Arsenault	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Nancy A. Burnham	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Delores J. Cleland	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Nancy L. Cronin	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Denise S. Doherty	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	John Doherty	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Kathleen Dolan	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Joan M. LeMieux	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Melvin Martin	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Mary Mcgettrick	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Calvin G. Perry	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Peter H. Schwind	Clerk	\$9.25/hr.	7/17/17
Town Clerk	H. Francis Rittershaus	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Cynthia M. Sexton	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Mary Kate Allard	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Constantine Bassilakis	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Cynthia Campbell	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Virginia F. Caswell	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Christine Curran	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Clare M. Doyle	Pollworker	\$9.25/hr.	7/17/17

Town Clerk	Eleanor A. Everett	Warden	\$9.25/hr.	7/17/17
Town Clerk	Alice E. Friedenson	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Robert A. Friedenson	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Carol Hopkinson	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Susan Hunter	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Richard Leber	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	MaryRuth Luther	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Kenneth Ozoonian	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Julie E. Pike	Clerk	\$9.25/hr.	7/17/17
Town Clerk	Helen Sellers	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Mary D. Barry	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Suanne C. Dillman	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Maureen A. Finneran	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Wendy Cassidy-Grobicki	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	David Cleary	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Charles H. Heseltine	Warden	\$9.25/hr.	7/17/17
Town Clerk	Geraldine Jacobson	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Phyllis A. Jardine	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Shirley E. Kountze	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Lynn M.R. Landry	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Joanne Lepine	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Genee Morrissey	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Beatrice A. Pfister	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Shiva Sheel	Clerk	\$9.25/hr.	7/17/17
Town Clerk	David C. Tomlinson	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Elizabeth Bigelow	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Judith F. Birtles	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Cynthia Cohen	Pollworker	\$9.25/hr.	7/17/17

Town Clerk	Dianne E. DeLucia	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	James Demaso	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Alexandra Driscoll	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	John (Jack) Driscoll	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Christine Hayward	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Abigail Harris	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Margaret Hughes	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Nancy A. James	Clerk	\$9.25/hr.	7/17/17
Town Clerk	W. Robert James	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Nancy Mulvey	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Marilyn S. Nolan	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Robert E. Willard	Warden	\$9.25/hr.	7/17/17
Town Clerk	Mary Baroni	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Marian C. Bicking	Warden	\$9.25/hr.	7/17/17
Town Clerk	Patricia Donohue	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Denise Gentile	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Jennifer Hickman	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Paul Hickman	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Elizabeth A. Kochakian	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Sharon Magnuson	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Dorothy S. Morrissey	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Judith Norton	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Jeanne S. Paskowsky	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Gail Ralston	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Evelyn A. Retelle	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Jennifer Rogers	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Charlotte Taylor	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Helen Waldruff	Clerk	\$9.25/hr.	7/17/17

Town Clerk	David W. Brown	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Donna Cooper	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Alfred E. Dusey	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Suzanne Hornick	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Judith Lugus	Clerk	\$9.25/hr.	7/17/17
Town Clerk	Remi Machet	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Deborah K. Moskal	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Marcia S. O'Donnell	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Howard Rabinowitz	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Catherine A. Robie	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Delia Strobel	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Howard Zetlan	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Barbara A. Brown	Clerk	\$9.25/hr.	7/17/17
Town Clerk	Sandra DiVincenzo	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Luan M. Giannone	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Jane Gifun	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Joseph F. Gifun	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Phyllis E. Herskovits	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Richard G. O'Brien	Warden	\$9.25/hr.	7/17/17
Town Clerk	Paul Ordman	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Carolyn Page	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Mildred M. Raymond	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Ivy Raboniwitz	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Lisa Reid	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Ruth N. Shapiro	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Joan Dow	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Paul Dow	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Randall L. Hanson	Pollworker	\$9.25/hr.	7/17/17

Town Clerk	Maurice Y. LaBarre, Jr.	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Sallie L. LaBarre	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Edward M. Medeiros	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Alice Pincus	Pollworker	\$9.25/hr.	7/17/17
Town Clerk	Anthony Sofia	Pollworker	\$9.25/hr.	7/17/17

VIII. CONTINUED COMMITTEES/BOARDS APPOINTMENTS -

B. APPOINTMENTS – (Town Manager)

CULTURAL COUNCIL – 3 year term

Sonia (Susie) Novick

Dmitriy Kedrin

IX. Adjournment – 8:50 P.M.

View documents associated with this agenda: www.andoverma.gov/selectmen

Meetings are televised on Comcast Channel 22 and Verizon Channel 45 or may be viewed online at www.andovertv.org If any member of the public wishing to attend this meeting seeks special accommodations in accordance with the Americans with Disabilities Act, please contact Wendy Adams at 978-623-8210 or wadams@andoverma.gov in the Town Manager’s Office.

TOWN OF ANDOVER, MASSACHUSETTS

Christopher M. Cronin
Director



TELEPHONE
(978) 623-8700

FAX
(978) 623-8799

DEPARTMENT OF MUNICIPAL SERVICES

WATER TREATMENT PLANT
397 LOWELL STREET 01810 -4416

TO: Lawrence Murphy, Town Clerk

FROM: Christopher Cronin, Municipal Services Director *CMC*

DATE: June 28, 2017

SUBJECT: National Grid and Verizon New England

The petition by National Grid and Verizon New England for the purposes of locating poles, wires, and fixtures, including the necessary sustaining and protecting fixtures along Tewksbury Street is acceptable as shown on the petition listed below:

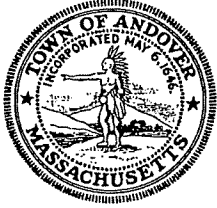
<u>Location</u>	<u>Petition #</u>
Tewksbury Street	24245413

Prior to construction, a street opening permit must be obtained from the Department of Public Works.

CMC/ahm

cc: Brian Moore, Town Engineer
David Dargie, Construction Inspector

RECEIVED
MUNICIPAL SERVICES OFFICE
JUN 29 11:59 AM '17
TOWN OF ANDOVER, MASS.



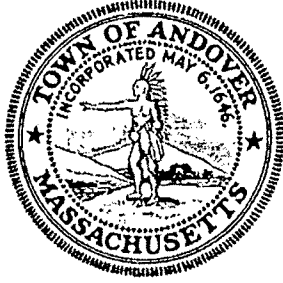
**Town of Andover
BOARD OF SELECTMEN**

License and Permit Application Public Hearing Questionnaire

Please be willing and able to address these questions before the Board of Selectmen during your hearing.

Construction, Excavation & Installation Projects

Name	Chris Radzik		
Address	1101 Turnpike St North Andover Ma 01845		
Title	Supervisor, Engineering		
Company	National Grid		
Overview of this project, its purpose, and a brief scope of work.	Install one pole , so that a tree guy can be removed		
What time of day will this work take place?	Between the Hours of 7-3PM		
Have you notified abutters that may be impacted by this project?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Have you provided a contact number for the project manager?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Will the project create traffic detours or prohibit access to roadways or driveways?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Will the project involve work on private property or town right of way that is adjacent to or near private property?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Please provide any additional information that may be useful to the Board.	Click or tap here to enter text.		



TOWN OF ANDOVER

Town Clerk's Office

36 Bartlet Street
Andover, MA 01810
978-623-8255
townclerk@andoverma.gov

NOTICE

You are hereby notified that a Public Hearing will be held by the Andover Board of Selectmen, on Monday, July 17, 2017 in the 3rd Floor Conference Room, 36 Bartlet Street, at 7 p.m.

This hearing is being held on the petition of National Grid and Verizon New England requesting permission to locate poles, wires and fixtures, including the necessary sustaining and protecting fixtures, along and across the following public way:

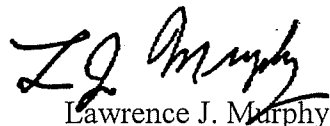
24245413, Tewksbury Street – National Grid proposes one Jo Pole and Anchor. The location begins approximately 200 feet SW of the centerline of the intersection of Molly Road. Location approximately as shown on plan attached.

Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to erect and maintain poles and wires, together with such sustaining and protecting fixtures as it may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked Tewksbury St. – Andover, MA.

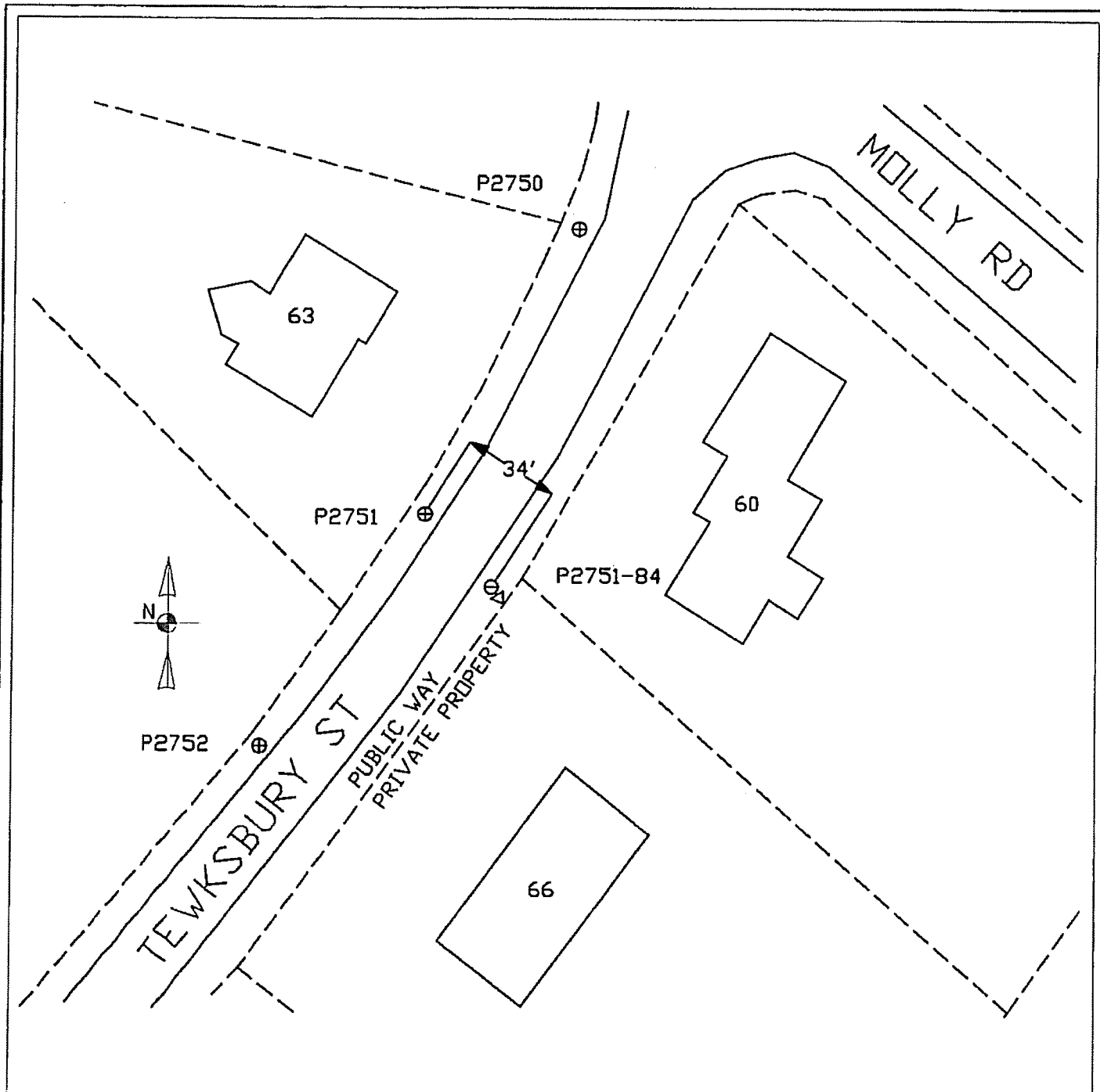
Plan(s) of the proposed work can be found on the Town of Andover web site at www.andoverma.gov in the Open Meeting Calendar by searching under the public hearing date.

Should you have any major concerns about this proposal, please call Dave Boucher at National Grid, (978) 725-1461, prior to the above-mentioned Selectmen's meeting date. Representatives from the utility company will be available at 6:45 P.M. on the above date to answer any other questions you may have relating to the proposed work.

By order of the
Board of Selectmen


Lawrence J. Murphy
Town Clerk

Plan No.: 24245413
Date: July 7, 2017



JOINT OWNED POLE PETITION	nationalgrid And Verizon New England, Inc.
← Proposed J.O. Anchor Location	Date: 6-12-17
⊖ Proposed J.O. Pole Location	Work Request: 24245413 To Accompany Petition Dated:
⊕ Existing J.O. Pole Locations	To The: TOWN Of: ANDOVER, MA
	For Proposed: NEW STUB POLE
DISTANCES ARE APPROXIMATE	Pole: 2751-84 Location: TEWKSBURY ST

Questions contact Dave Boucher -978-725-1461

RECEIVED
PLANNING OFFICE

PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS 3 P 3: 48

North Andover, Massachusetts

PLANNING OFFICE
NORTH ANDOVER, MASS

To The Board of Selectmen
Of Andover Massachusetts

NATIONAL GRID and Verizon New England, Inc requests permission to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and across the following public way:

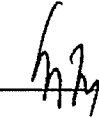
Tewksbury St- National Grid proposes one Jo Pole and Anchor. The location begins approximately 200 feet SW of the centerline of the intersection of Molly Road.
Location approximately as shown on plan attached


Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to erect and maintain poles and wires, together with such sustaining and protecting fixtures as it may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked – Tewksbury St-Andover Massachusetts

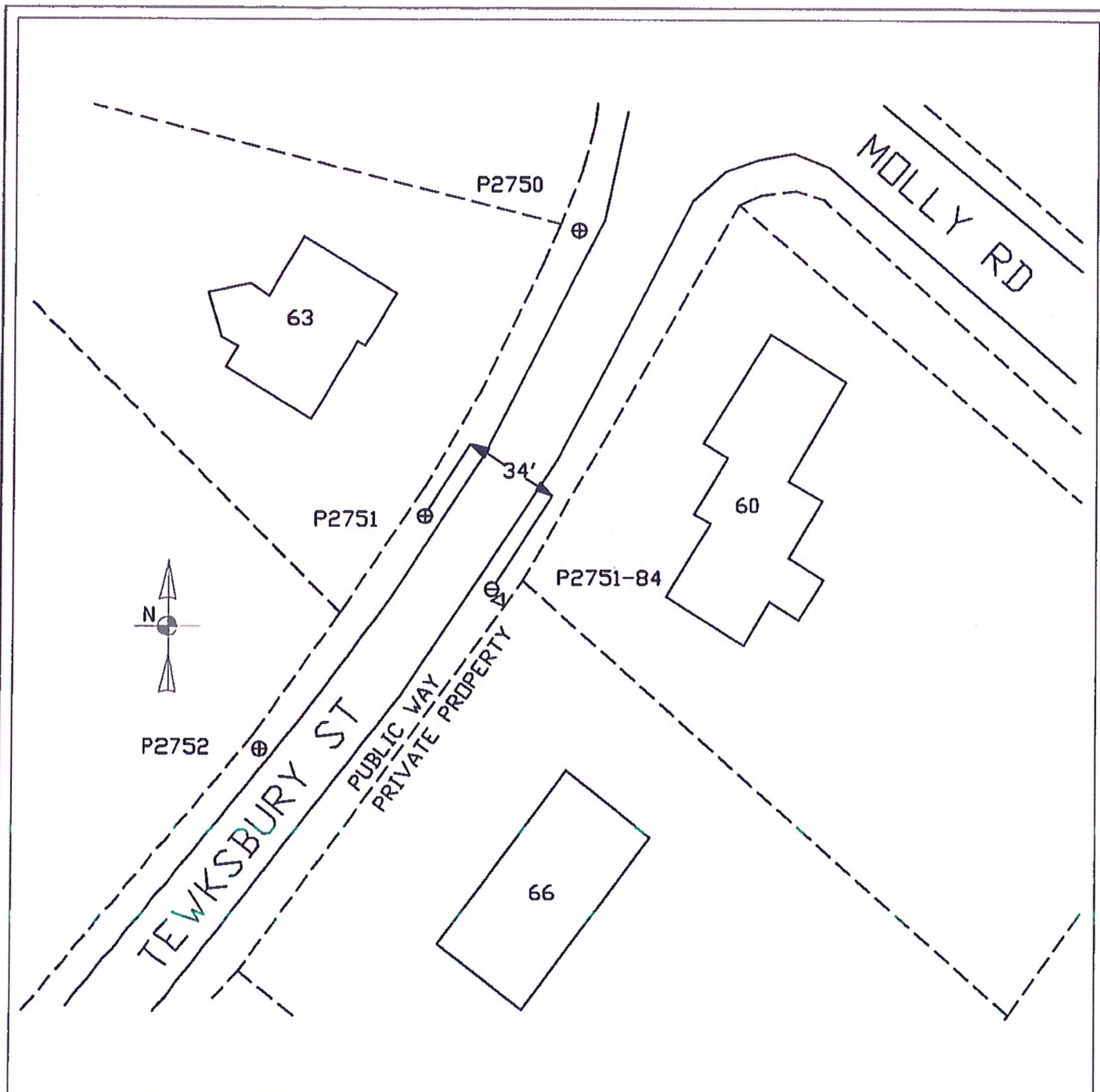
24245413 June 15, 2017

Also for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioner agrees to reserve space for one cross-arm at a suitable point on each of said poles for the fire, police, telephone, and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

NATIONAL GRID
BY Chin RAO 
Engineering Department

VERIZON NEW ENGLAND, INC.
BY Karen Levesque
Manager / Right of Way 



JOINT OWNED POLE PETITION	nationalgrid And Verizon New England, Inc.
← Proposed J.O. Anchor Location	Date: 6-12-17
⊖ Proposed J.O. Pole Location	Work Request: 24245413 To Accompany Petition Dated:
⊕ Existing J.O. Pole Locations	To The: TOWN Of: ANDOVER, MA
DISTANCES ARE APPROXIMATE	For Proposed: NEW STUB POLE
	Pole: 2751-84 Location: TEWKSBURY ST



TOWN OF ANDOVER

Town Clerk's Office

36 Bartlet Street
Andover, MA 01810
978-623-8255
townclerk@andoverma.gov

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Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to erect and maintain poles and wires, together with such sustaining and protecting fixtures as it may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked Tewksbury St. – Andover, MA.

Plan(s) of the proposed work can be found on the Town of Andover web site at www.andoverma.gov in the Open Meeting Calendar by searching under the public hearing date.

Should you have any major concerns about this proposal, please call Dave Boucher at National Grid, (978) 725-1461, prior to the above-mentioned Selectmen's meeting date. Representatives from the utility company will be available at 6:45 P.M. on the above date to answer any other questions you may have relating to the proposed work.

By order of the
Board of Selectmen

Lawrence J. Murphy
Town Clerk

Plan No.: 24245413
Date: July 7, 2017



TOWN OF ANDOVER

Town Clerk's Office

36 Bartlet Street
Andover, MA 01810
978-623-8230
townclerk@andoverma.gov

TOWN OF ANDOVER



PUBLIC HEARING

Notice is hereby given in accordance with Chapter 138 of the Massachusetts General Laws, as amended, that Barron's Country Store, Inc., 439 Lowell Street, Andover has applied for a transfer of their Retail Package Goods Wines and Malt Beverages License, including a change of corporate structure as well as the associated change in beneficial interest and change of manager. Douglas C. Barron, 14 Haggetts Pond Road, Andover, MA is the proposed designated manager.

The public hearing will be held on Monday, July 17, 2017 in Conference Room A on the third floor of the Andover Town Offices, 36 Bartlet Street, Andover, Massachusetts at 7:00 p.m. in accordance with the General Laws relating thereto.

By Order of the
Board of Selectmen

Lawrence J. Murphy
Town Clerk

Date of Issue: Thursday, July 7, 2017



Town of Andover
BOARD OF SELECTMEN

License and Permit Application Public Hearing Questionnaire

Please be willing and able to address these questions before the Board of Selectmen during your hearing.

Liquor License Application, Renewal, Change of Designated Manager

Name	Douglas C. Barron
Address	439 Lowell St., Andover, MA
Title	President
Company	Barron's Country Store, Inc.
Are all employees who will be serving alcohol TIPS certified?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A: Package Store. No alcohol served
Does the establishment or any employees have any prior violations in terms of liquor license compliance? If yes, please describe the nature of any violations	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Click or tap here to enter text.
Please describe your business and the plans that have brought you before the Board this evening.	Barron's Country Store has been a fixture in West Andover for several generations. The Wine and Malt Beverage Retail Package Goods Store License was first issued in 1982. We understand that ABCC indicates that the license should be transferred to the Corporation; consequently, we are bringing the License Transfer Application before the Selectmen for review and approval. As the principal stockholder (98%) it makes the most sense for Douglas C Barron to become the Manager
Please provide an overview of qualifications, certifications, and experience of the designated manager of the establishment.	As the son of Charles and Shirley Barron, Douglas C Barron has worked at Barron's Country Store since he was a small child. Once old enough to legally be involved in the sale of beer and wine products at Barron's Country Store, Douglas has accumulated tremendous experience in operating and managing all aspects of Barron's Country Store, including the sale of wine and malt beverages all in compliance with ABCC and Town of Andover regulations

TOWN OF ANDOVER, MASSACHUSETTS

Christopher M. Cronin
Director



TELEPHONE
(978) 623-8711

FAX
(978) 623-8791

DEPARTMENT OF MUNICIPAL SERVICES

WATER TREATMENT PLANT
397 LOWELL STREET 01810-4416

July 14, 2017

To: Andrew Flanagan, Town Manager
From: Janet Nicosia, CEM, Manager of Energy and Utilities
RE: Lease to Own LED Streetlight Retrofit

Dear Selectmen,

The Municipal Services Department is prepared to begin the town-wide LED streetlight conversion. Pricing for materials and insulation have been properly obtained and we have secured a DOER grant and National Grid rebate commitments.

Summary details are as follows:

Project Totals	
GE LED Lights & Materials	\$ 393,870.55
Siemens Installation	\$ 103,930.00
Tanko Project Mgmt Fee	\$ 46,867.63
Andover Police Detail	\$ 25,000.00
Project Total	\$ 569,668.18
National Grid Rebate	\$ (159,108.00)
DOER Grant	\$ (89,011.74)
Adjusted Project Cost	\$ 321,548.44

Financing of this project will be achieved through an equipment lease-to-own mechanism administered by GE Capital Leasing. GE Capital offered the most favorable terms and no payback penalty after the first twelve months in a competitive bid. The length of the lease is 42 months and will be paid within operating funds through energy savings from the conversion. We expect to pay the project off much sooner.

In order to perform the work and allow for the delay in receiving the grant and rebates, we will need an initial lease of \$450,000. GE Capital has worked the grant and rebate payments into the amortization schedule.

We ask that the Board of Selectmen vote to authorize the Town Manager to enter into the lease. Attorney Richard Holland of KP Law is working with GE to arrive at a final form which will then be reviewed with Andrew Flanagan prior to executing the documents. I have attached the draft lease and amortization schedule in case you have any additional comments.

Donna Walsh and I will be at the meeting on Monday evening to discuss. We have both reviewed the documents with Richard Holland, and will continue to do so as we finalize the language.

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made and entered into as of _____, 2017, by and among U.S. Bank National Association (the "Escrow Agent"), GE Government Finance, Inc., a corporation duly organized and existing under the laws of Delaware ("Lessor"), and _____ ("Lessee"), a _____ organized and existing under the laws of the State of _____.

In the joint and mutual exercise of their powers, and in consideration of the mutual covenants herein contained, the parties hereto recite and agree as follows:

ARTICLE 1: RECITALS

Section 1.01. Lessor and Lessee have entered into an Equipment Lease-Purchase Agreement dated as of _____, _____ in the sum of \$_____. The Equipment Lease-Purchase Agreement is herein together referred to as the "Lease". Pursuant to the Lease, Lessor has agreed to finance for Lessee the acquisition of certain personal property described therein (the "Equipment") on the terms and conditions set forth in the Lease. This Agreement is not intended to alter or change the rights and obligations of Lessor and Lessee under the Lease, but is entirely supplemental thereto.

Section 1.02. The terms capitalized in this Agreement but not defined herein shall have the meanings given to them in the Lease.

Section 1.03. Upon the execution of the Lease and this Agreement and the delivery to Lessor by Lessee of all documents required to be delivered upon execution of the Lease, Lessor will deposit or cause to be deposited with the Escrow Agent the sum of \$_____ ("Escrow Funds") which is required to be credited to the Equipment Acquisition Account established in Article 2 hereof and which will be used to pay the acquisition costs of the items of Equipment (the "Equipment Cost"), and, to the extent not needed for this purpose, to pay or prepay amounts outstanding under the Lease; all as hereinafter provided.

Section 1.04. Under the Lease, Lessee will cause each item of Equipment to be ordered from the Contractor therefor. The Equipment Cost to be paid to the Contractor supplying the item of Equipment shall be paid solely from the amount deposited with the Escrow Agent as described in Section 1.03 and Section 3.04 hereof, in accordance with this Agreement.

Section 1.05. Lessor and Lessee agree to employ the Escrow Agent to receive, hold, invest and disburse the moneys to be paid to the Escrow Agent by Lessor as described in Section 1.03 and, if applicable, by Lessee pursuant to Section 3.04 hereof, all as hereinafter provided; however, the Escrow Agent shall not be obligated to assume or perform any obligation of Lessee or Lessor or any Contractor with respect thereto or under the Lease by reason of anything contained in this Agreement.

Section 1.06. Each of the parties has authority to enter into this Agreement, and has taken all actions necessary to authorize the execution of this Agreement by the officers whose signatures are affixed hereto.

ARTICLE 2: EQUIPMENT ACQUISITION ACCOUNT

Section 2.01. The Escrow Agent shall establish a special escrow account designated as the "GE Government Finance, Inc. Equipment Acquisition Account" (the "Equipment Acquisition Account"), shall keep such Escrow Funds separate and apart from all other funds and moneys held by it and shall administer such Equipment Acquisition Account as provided in this Agreement.

Section 2.02. All moneys paid to the Escrow Agent by Lessor pursuant to Section 1.03 and, if applicable, by Lessee pursuant to Section 3.04 hereof, shall be credited to the Equipment Acquisition Account. The period from the date of deposit with the Escrow Agent to the date specified in Section 2.03 is herein referred to as the "Acquisition Period". The Escrow Agent shall disburse the moneys in the Equipment Acquisition Account to pay the Equipment Cost of each item of Equipment upon receipt with respect thereto of a Payment Request Form in the form attached hereto as Exhibit A, executed by Lessor and Lessee, fully completed and with all supporting documents described therein

attached thereto. Upon receipt of a Payment Request Form with respect to any item of Equipment, Escrow Agent shall disburse an amount equal to the Equipment Cost as shown therein directly to the person or entity entitled to payment as specified therein. Lessee agrees that it will submit Payment Request Forms only with respect to operationally complete and functionally independent portions of the Equipment which may be utilized by Lessee without regard to whether the balance of the Equipment is delivered and accepted (hereinafter, "Complete Portions of Equipment"). Lessee acknowledges and agrees that Lessor shall not approve any Payment Request Form which does not describe a Complete Portion of Equipment. Lessor and Lessee authorize Escrow Agent to make such disbursements in accordance with this Section without the duty of any independent investigation with respect to the Equipment or the delivery or availability thereof.

Section 2.03. (a) On _____, 20__, the Escrow Agent shall pay to Lessor the entire remaining balance in the Equipment Acquisition Account less an amount thereof equal to the Equipment Cost of all items of Equipment for which the Escrow Agent has received a Payment Request Form and which has not been paid (the "Escrow Balance"). The Escrow Balance paid to Lessor shall first be applied to any fee payable by Lessee to Lessor pursuant to the provisions of Section 2.03(b) hereof and any balance thereof, at Lessor's election, shall be applied to pay the principal portion of the next Periodic Installment thereafter coming due under the Lease or to pay and prepay a proportionate amount of the principal portion of all Periodic Installments thereafter coming due under the Lease. Within 15 days after receiving the Escrow Balance, Lessor shall notify Lessee as to how it will be applied, and shall furnish to Lessee a new Payment Schedule reflecting any changes in Periodic Installments due to any prepayment.

(b) If, on the date of disbursement of the balance of funds in the Equipment Acquisition Account pursuant to Sections 2.03(a) and 2.04 hereof, less than 85% of the amount of the initial deposit made by Lessor pursuant to Section 1.03 hereof was used to pay the Equipment Cost of the Equipment then Lessee shall pay a fee to Lessor equal to the amount disbursed times the prepayment fee, if any, which would be payable by Lessee under the Lease had it elected to prepay the Lease on the date of the disbursement from the Equipment Acquisition Account.

Section 2.04. Upon Escrow Agent's receipt of (a) written notice from Lessor that Lessee is in default under the Lease or Lessee has terminated the Lease due to non-appropriation or Lessee has not renewed the Lease and/or (b) an instruction from Lessor to disburse the Escrow Balance to it because a Disagreement (as defined in Section 4.03) has occurred and is continuing, then the Escrow Agent shall liquidate all investments held in the Equipment Acquisition Account and transfer the proceeds thereof and all other moneys held in the Equipment Acquisition Account to Lessor, which amounts shall be applied by Lessor to amounts outstanding, due and owing by Lessee under the Lease as, and in such order, as Lessor shall determine in its sole discretion.

Section 2.05. The Escrow Agent shall only be responsible for the safekeeping and investment of the moneys held in the Equipment Acquisition Account, and the disbursement thereof in accordance with this Article, and shall not be responsible for the authenticity or accuracy of such certifications or documents, the application of amounts paid pursuant to such certifications by the persons or entities to which they are paid, or the sufficiency of the moneys credited to the Equipment Acquisition Account to make the payments herein required.

ARTICLE 3: MONEYS IN EQUIPMENT ACQUISITION ACCOUNT; INVESTMENT

Section 3.01. The moneys and investments held by the Escrow Agent under this Agreement, together with any income or interest earned thereon, are irrevocably held for the sole purpose of funding the Equipment Cost or refunding to Lessor and application by Lessor as provided in Sections 2.03(a) and 2.04 hereof, and such moneys, shall be expended only as provided in this Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of Lessee. Lessor, Lessee and Escrow Agent intend that the Equipment Acquisition Account constitutes an escrow account in which Lessee has no legal or equitable right, title or interest other than the right to have such Escrow Funds used to fund the Equipment Cost in accordance with the terms of this Agreement and the Lease. However, if the parties' intention that Lessee shall have no legal or equitable right, title or interest until all conditions for disbursement are satisfied in full is not respected in any legal proceeding, the parties hereto intend that Lessor have a security interest in the Equipment Acquisition Account, and such security interest is hereby granted by Lessee to secure payment of all sums due to Lessor under the Lease. For such purpose, the Escrow Agent hereby agrees to act as agent for Lessor in connection with the perfection of such security interest and agrees to Schedule, or cause to be noted, on all books and records relating to the Equipment Acquisition Account, Lessor's interest therein. Escrow Agent hereby accepts appointment as agent and agrees to establish and maintain the Equipment Acquisition Account and the monies and securities therein as a financial intermediary or securities intermediary, as the case may be, for Lessor, as entitlement holder. Lessor, Lessee and Escrow Agent agree that (i) the Equipment Acquisition Account is a "securities account" as such term is defined in Section 8-501 of the applicable Uniform Commercial Code ("UCC"); (ii) Escrow Agent shall, subject to the terms of this Agreement, treat Lessor as entitled to exercise the rights

that comprise any financial asset credited to the Equipment Acquisition Account; (iii) all property delivered to Escrow Agent for deposit into the Equipment Acquisition Account will be promptly credited to the Equipment Acquisition Account; and (iv) all securities and other property underlying any financial assets credited to the Equipment Acquisition Account shall be registered in the name of the Escrow Agent, endorsed to Escrow Agent or in blank or credited to another securities account maintained in the name of Escrow Agent, and in no case will any financial asset credited to the Equipment Acquisition Account be registered in the name of Lessee, payable to the order of Lessee or specially endorsed to Lessee. Escrow Agent agrees that each item of property (whether investment property, financial asset, security, instrument or cash) credited to the Equipment Acquisition Account shall be treated as a "financial asset" within the meaning of Section 8-102(a)(9) of the UCC. If at any time Escrow Agent shall receive an "entitlement order" (within the meaning of Section 8-102(a)(8) of the UCC) issued by Lessor and relating to the Equipment Acquisition Account, Escrow Agent shall comply with such entitlement order without further consent by Lessee or any other person.

Section 3.02. Moneys held by the Escrow Agent hereunder shall be invested and reinvested by the Escrow Agent upon order of Lessee only in Qualified Investments, as defined in Section 3.05. Such investments shall be registered in the name of the Escrow Agent and held by the Escrow Agent for the benefit of Lessor. With the approval of Lessee, the Escrow Agent may purchase or sell to itself or any affiliate, as principal or agent, investments authorized by this Article. Such investments and reinvestments shall be made giving full consideration for the time at which funds are required to be available. In the absence of written direction from Lessee, the amounts in the Equipment Acquisition Account shall be invested in a U.S. Bank Money Market Account, as more fully described in the attached Exhibit B.

Section 3.03. The Escrow Agent shall, without further direction from Lessee, sell such investments as and when required to make any payment from the Equipment Acquisition Account. Any income received on such investments shall be credited to the Equipment Acquisition Account.

Section 3.04. The Escrow Agent shall furnish to Lessee and Lessor statements accounting for all investments and interest and income therefrom. Such accounting shall be furnished monthly and shall also include a report of the balance in the Equipment Acquisition Account, the amounts disbursed therefrom and the date of final disbursement pursuant to Section 2.03 hereof. Neither Lessor nor Escrow Agent shall be responsible or liable for any loss suffered in connection with any investment of moneys made by it in accordance with this Article (other than Escrow Agent in its capacity as obligor under any Qualified Investment). In the event funds in the Equipment Acquisition Account are insufficient to pay the Equipment Cost, Lessee shall deposit additional funds into the Equipment Acquisition Account in an amount sufficient to pay the balance of the Equipment Cost.

Section 3.05. As used in this Agreement, the term "Qualified Investments" means (a) securities which are general obligations of or are guaranteed as to the payment of principal and interest by the United States of America; (b) obligations, debentures, notes or other evidence of indebtedness issued or guaranteed by the Federal Home Loan Bank System; (c) commercial paper issued by corporations or banking institutions (including Escrow Agent) organized under the federal laws or laws of a state of the United States which is rated in the highest rating category by Standard & Poor's Ratings Services, a division of the McGraw Hill Companies, Inc. ("S&P") or Moody's Investors Service, Inc.; or (d) certificates of deposit issued by or other forms of deposit in any national or state bank to extent that such deposits are insured up to applicable limits by the Federal Deposit Insurance Corporation or any successor agency which is backed by the full faith and credit of the United States. By execution of this Agreement, Lessee also consents to the investment and reinvestment by the Escrow Agent of any moneys held as part of the Equipment Acquisition Account in shares of a money market fund (including a money market fund for which Escrow Agent and its affiliates provides advisory, custodial, administrative or similar services and receives fees), provided the (a) money market fund is registered under the Investment Company Act of 1940 and Investment Securities Act of 1933; (b) the money market fund has been rated by a nationally recognized statistical rating organization in one of that organization's three highest mutual fund rating categories; and (c) the money market fund's investments are limited to those "Qualified Investments" (a), (b) or (c) above. Derivative products are not "Qualified Investments."

ARTICLE 4: ESCROW AGENT'S AUTHORITY; INDEMNIFICATION

Section 4.01. The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder shall be limited to those specifically provided herein.

Section 4.02. Lessee hereby agrees to indemnify the Escrow Agent, its officers, directors, employees, and affiliates (collectively, the "Indemnified Parties") and hold each harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature (each, a "Liability"), which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Agreement; and in connection therewith, to indemnify the Indemnified Parties against any and all expenses, including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim, whether brought by Lessor, Lessee or any other person and the cost of enforcing the Lessee's indemnity obligations; provided, however; that no Indemnified Party shall have a right to indemnity hereunder to the extent that any such Liability arose as a result of its gross negligence or willful misconduct. The obligations of Lessee under this Section shall survive any termination of this Agreement and the resignation or removal of Escrow Agent.

Section 4.03. If (a) Lessee or Lessor shall be in disagreement about the interpretation of this Agreement, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, (any of the foregoing, a "Disagreement") and Lender has not exercised its rights under Section 2.04, (b) Escrow Agent is unable to determine, to Escrow Agent's sole and reasonable satisfaction, the proper disposition of all or any portion of the Equipment Acquisition Account or Escrow Agent's proper actions with respect to its obligations hereunder or (c) Lessee and Lessor have not, within 30 calendar days of the furnishing by Escrow Agent of a notice of resignation pursuant to Section 6.02 hereof, appointed a successor Escrow Agent to act hereunder, then Escrow Agent may, in its sole discretion, take either or both of the following actions:

1. suspend the performance of any of its obligations (including without limitation any disbursement obligations) under this Agreement until such dispute or uncertainty shall be resolved to the sole and reasonable satisfaction of Escrow Agent or until a successor Escrow Agent shall have been appointed; or
2. petition (by means of an interpleader action or any other appropriate method) any court of competent jurisdiction, for instructions with respect to such dispute or uncertainty, and to the extent required or permitted by law, pay into such court, for holding and disposition in accordance with the instructions of such court, the entire Equipment Acquisition Account; provided, however, that, in the case of clauses (a) and (b) above, Escrow Agent shall provide to Lessee and Lessor not less than 20 days written notice prior to instituting any proceedings described in this clause (2).

Escrow Agent shall have no liability to Lessee or Lessor, or their respective owners, shareholders or members or any other person with respect to any such suspension of performance or disbursement into court, specifically including any liability or claimed liability that may arise, or be alleged to have arisen, out of or as a result of any delay in the disbursement of the sums in the Equipment Acquisition Account or any delay in or with respect to any other action required or requested of Escrow Agent. The Escrow Agent shall be indemnified by Lessee, to the extent permitted by law, for all costs, including reasonable attorneys' fees, in connection with such civil action unless such court concludes the Escrow Agent was guilty of gross negligence or willful misconduct. The obligations of Lessee and Lessor under this Section shall survive any termination of this Agreement and the resignation or removal of Escrow Agent.

Section 4.04. The Escrow Agent undertakes to perform only such duties as are expressly set forth herein and no duties shall be implied. The Escrow Agent shall have no liability under and no duty to inquire as to the provisions of any agreement other than this Agreement, including without limitation any other agreement between any or all of the parties hereto or any other persons even though reference thereto may be made herein. The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of facts or errors of judgment, or for any acts or omissions of any kind except to the extent that such mistakes, errors, acts or omissions were caused by Escrow Agent's negligence or misconduct. In no event shall Escrow Agent be liable for incidental, indirect, special, consequential or punitive damages or penalties (including, but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such damages or penalty and regardless of the form of action. Escrow Agent shall not be responsible for delays or failures in performance resulting from acts beyond its control, including without limitation acts of God, strikes, lockouts, riots, acts of war or terror, epidemics, governmental regulations, fire, communication line failures, computer viruses, power failures, earthquakes or other disasters.

The Escrow Agent is authorized, in its sole discretion, to comply with orders issued or process entered by any court with respect to the Escrow Funds, without determination by the Escrow Agent of such court's jurisdiction in the matter. If any portion of the Escrow Funds is at any time attached, garnished or levied upon under any court order,

or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part thereof, then and in any such event, the Escrow Agent is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree which it is advised by legal counsel selected by it is binding upon it without the need for appeal or other action; and if the Escrow Agent complies with any such order, writ, judgment or decree, it shall not be liable to any of the parties hereto or to any other person or entity by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.

ARTICLE 5: ESCROW AGENT'S COMPENSATION

Escrow Agent compensation for the services to be rendered hereunder is payable by Lessee and is set forth in the Escrow Fee Schedule attached as Exhibit B hereto. Escrow Agent's initial Administration Fee shall be paid by wire by Lessor. Lessee will reimburse Lessor for such initial Administration Fee upon receipt of invoice from Lessor. Lessee agrees to pay/or reimburse Escrow Agent upon request for all expenses, disbursement and advances, ongoing annual administration or other charges, including reasonable attorney's fees, incurred or made by it in connection with carrying out its duties hereunder and Lessee and Lessor agree such fees and charges may be deducted from the investment earnings on the Equipment Acquisition Account. If and to the extent that any such fees, expenses or charges are withdrawn from, or set off against amounts in the Equipment Acquisition Account by Escrow Agent, Lessee shall immediately pay such amounts to Lender.

ARTICLE 6: CHANGE OF ESCROW AGENT

Section 6.01. A national banking association located in the United States or a state bank or trust company organized under the laws of a state of the United States, qualified as a depository of public funds, may be substituted to act as Escrow Agent under this Agreement upon agreement of the parties hereto. Such substitution shall not be deemed to affect the rights or obligations of the parties. Upon any such substitution, the Escrow Agent agrees to assign to such substitute Escrow Agent its rights under this Agreement, provided, however, that the Escrow Agent shall be entitled to continue to receive the benefits of any provision of this Agreement that by its terms survives the termination of this Agreement.

Section 6.02. The Escrow Agent or any successor may at any time resign by giving mailed notice to Lessee and Lessor of its intention to resign and of the proposed date of resignation, which shall be a date not less than 30 days after such notice is deposited in the United States mail with postage fully prepaid, unless an earlier resignation date and the appointment of a successor Escrow Agent shall have been or are approved by Lessee and Lessor.

Section 6.03. The Escrow Agent may appoint an agent to exercise any of the powers, rights or remedies granted to the Escrow Agent under this Agreement, and to hold title to property or to take any other action which may be desirable or necessary.

ARTICLE 7: ADMINISTRATIVE PROVISIONS

Section 7.01. The Escrow Agent shall keep complete and accurate records of all moneys received and disbursed under this Agreement, which shall be available for inspection by Lessee or Lessor, or the agent of either of them, at any time during regular business hours upon reasonable notice to Escrow Agent.

Section 7.02. All notices, certificates, requests, demands and other communications provided for hereunder shall be in writing and shall be (a) personally delivered, (b) sent by first class United States mail, (c) sent by overnight courier of national reputation, or (d) transmitted by telecopy, in each case addressed to Lessor, Lessee and Escrow Agent at their respective address specified beneath each party's signature, or at such address as the party may provide to the other parties hereto in writing from time to time. All such notices, requests, demands and other communications shall be deemed to have been given on (a) the date received if personally delivered, (b) when deposited in the mail if delivered by mail, (c) the date sent if sent by overnight courier, or (d) the date of transmission if delivered by telecopy.

Section 7.03. This Agreement shall be construed and governed in accordance with the laws of the State of _____.

Section 7.04. Any provisions of this Agreement found to be prohibited by law shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Agreement.

Section 7.05. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Specifically, as used herein the term "Lessor" means any person or entity to whom Lessor has assigned its right to receive Periodic Installments under the Lease and any payments due to Lessor hereunder from and after the date when notice of such assignment is filed with the Escrow Agent; provided, however, no notice of assignment to an affiliate or related entity by Lessor is required and when GE Government Finance, Inc. executes Payment Request Forms after such an assignment, it does so as servicer on behalf of its affiliated or related assignee.

Section 7.06. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Agreement. The parties agree that Payment Request Forms may be submitted electronically to Lessor and may be executed by Lessor and Lessee electronically. The parties agree not to deny the legal effect or enforceability of any Payment Request Form solely because it is in electronic form or because an electronic record was used in its formation. Lessor, Lessee and Escrow Agent agree not to object to the admissibility of Payment Request forms in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Section 7.07. This Agreement shall terminate upon disbursement by the Escrow Agent of all moneys held by it hereunder.

Section 7.08. This Agreement (and, with respect to Lessor and Lessee, together with the Lease) constitutes the entire agreement of the parties relating to the subject matter hereof. This Agreement may not be modified, supplemented or amended without the written agreement of all parties hereto. The parties may agree to amend the date specified in the second sentence of Section 2.03(a) hereof to a date such that the Acquisition Period will not exceed three (3) years pursuant to a written agreement executed by Lessor, Lessee and Escrow Agent. Such amendment shall be effected by written agreement in the form of Exhibit C hereto.

Section 7.09. Lessor, Lessee and Escrow Agent hereby waive any right to trial by jury in any action or proceeding with respect to, in connection with or arising out of this Agreement.

Section 7.10. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust, or other legal entity, the Escrow Agent requires documentation to verify its formation and existence as a legal entity. Escrow Agent may ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation. A portion of the identifying information set forth herein is being requested by the Escrow Agent in connection with the USA Patriot Act, Pub.L.107-56 (the "Act"), and Lessor and Lessee agree to provide any additional information requested by Escrow Agent in connection with the Act or any similar legislation or regulation to which Escrow Agent is subject, in a timely manner.

ARTICLE 8: LESSEE'S TAX AND ARBITRAGE CERTIFICATE

Section 8.01. Lessee has executed a contract or purchase order providing for the acquisition and delivery of the Equipment with the Contractor(s) thereof. The Equipment will be acquired and installed with due diligence and, based upon the provisions of the contract or purchase order with the Contractor(s), the Equipment will be acquired and installed on or before «[ESC_END_DATE](#)». All of the spendable proceeds of the Lease will be expended on the Equipment and related expenses no later than three years from the date of execution of the Lease and this Agreement.

Section 8.02. The original proceeds of the Lease, and the interest to be earned thereon, do not exceed the amount necessary for the purpose for which the Lease is issued.

Section 8.03. The interest of Lessee in the Equipment has not been and is not expected during the term of the Lease to be sold or disposed of by Lessee.

Section 8.04. No sinking fund, reserve fund or any similar fund is expected to be created by Lessee with respect to the Lease and the Rental Payments.

Section 8.05. Lessee hereby covenants to comply with all requirements of the Code and Regulations relating to the rebate of arbitrage profit to the United States of America. It is expected that all gross proceeds of the Lease will

be expended on the Equipment no later than the day which is «ESC_NUM_MONTHS» months after the date of issuance of the Lease.

Section 8.06. To the best of the knowledge and belief of the undersigned, the expectations of Lessee as set forth in this Article 8, are reasonable and there are no present facts, estimates and circumstances which would change the foregoing expectations.

Section 8.07. Lessee has not been notified of the listing or proposed listing of it by the Internal Revenue Service as an issuer whose arbitrage certificates may not be relied upon.

[REMAINDER OF PAGE INTENTIONALLY BLANK; EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the day and year first written above.

U.S. BANK NATIONAL ASSOCIATION,
Escrow Agent

GE GOVERNMENT FINANCE, INC. ,
Lessor

By: _____

By: _____

Title: _____

Title: Authorized Signatory _____

Date: _____

Date: _____

Address: 1420 5TH Avenue, 7th Floor
Seattle, WA 98101

Address: 3 Capital Drive
Eden Prairie, MN 55344

Attention: Ryan Brennan
Telephone: 206-344-4648
Facsimile: 206-344-4630

Attention: _____
Telephone: 800-346-3164
Facsimile: 952-828-2420

Lessee

By: _____

Title: _____

Date: _____

Address: _____

Attention: _____

Telephone: _____

Facsimile: _____

The following are authorized to execute Payment
Request Forms on behalf of Lessee:

Typed Name

Signature

EXHIBIT A
Payment Request Form No. _____
Relating to Equipment Lease-Purchase Agreement
dated _____, 20__ (the "Agreement")

U.S. Bank National Association, Escrow Agent under an Escrow Agreement dated as of _____, 20__ and among the said Escrow Agent, GE Government Finance, Inc. ("Lessor") and _____ ("Lessee"), is hereby requested to pay, from the Equipment Acquisition Account held under said Escrow Agreement, to the persons, firms or corporations designated below as payee, the amount set forth opposite each such name, in payment of the Equipment Cost of the Equipment designated opposite such payee's name and account and described on the attached page(s). The Equipment comprises a portion of the Equipment described in the Agreement. Upon execution of this Payment Request Form by Lessor and Lessee, the description of the Equipment Group subject to the Agreement is amended to include the equipment described below and in the attached invoices and/or bills of sale.

Payee

Amount

Equipment

The undersigned Lessee hereby certifies that:

1. The Equipment described above comprises a portion of the Equipment described in the Agreement, and has been delivered to, tested and inspected by, and accepted by Lessee. The Equipment described herein is operationally complete and functionally independent and may be utilized by Lessee without regard to whether the balance of the Equipment Group under the Agreement is delivered and accepted.

2. If the Payment Request Form relates to a progress payment, the amounts remaining in the Equipment Acquisition Account are sufficient to acquire and complete the Equipment Group to which the Agreement relates. The amounts requested to be paid as set forth above have not been the basis of a prior request.

3. The representations and warranties of Lessee contained in the Lease are true and correct as of the date hereof.

4. No Non-Appropriation, Lease Termination, Event of Default, or event which with the giving of notice or passage of time or both would constitute an Event of Default, has occurred under the Lease.

5. Attached hereto are the following documents:

- Equipment Invoice(s) with detailed description of Equipment (i.e., serial numbers);
- Proof of payment if Payee is Lessee (i.e., copy of cancelled checks);
- If vehicle, title application and MSO with GE Government Finance, Inc. listed as first and only lienholder; and
- Insurance Certificate.

6. **Check if applicable:**

- This is the final Payment Request Form and Lessee certifies that the entire Equipment Group subject to the Lease has been delivered and installed in accordance with Lessee's Specifications and, for the purpose of the Lease, is fully and finally accepted by Lessee.

Lessee

GE GOVERNMENT FINANCE, INC. ,
Lessor

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT B

U.S. Bank National Association

GE GOVERNMENT FINANCE, INC. ESCROW FEE SCHEDULE

ADMINISTRATION FEE Five hundred dollars (\$500.00) per year

- First year administration fee payable upon execution of escrow
- Ongoing annual administration fees will be charged against the account income
- Qualified Investment: U.S. Bank Money Market

REIMBURSEMENT OF EXPENSES

Out of pocket expenses for supplies and other items including but not limited to long distance charges, delivery expenses, insurance tax reporting forms, postage, checks and envelopes will be charged in addition to the above fees.

DISCLOSURE

When extraordinary duties or additional services are required or requested, additional fees will be charged. Fees are subject to adjustment, as circumstances require.

U.S. BANK MONEY MARKET ACCOUNT DESCRIPTION AND TERMS

The U.S. Bank Money Market account is a U.S. Bank National Association ("U.S. Bank") interest-bearing money market deposit account designed to meet the needs of U.S. Bank's Corporate Trust Services Escrow Group and other Corporate Trust customers of U.S. Bank. Selection of this investment includes authorization to place funds on deposit and invest with U.S. Bank.

U.S. Bank uses the daily balance method to calculate interest on this account (actual/365 or 366). This method applies a daily periodic rate to the principal balance in the account each day. Interest is accrued daily and credited monthly to the account. Interest rates are determined at U.S. Bank's discretion, and may be tiered by customer deposit amount.

The owner of the account is U.S. Bank as Agent for its trust customers. U.S. Bank's trust department performs all account deposits and withdrawals. Deposit accounts are FDIC Insured per depositor, as determined under FDIC Regulations, up to applicable FDIC limits.

AUTOMATIC AUTHORIZATION

In the absence of specific written direction to the contrary, U.S. Bank is hereby directed to invest and reinvest proceeds and other available moneys in the U.S. Bank Money Market Account. The U.S. Bank Money Market Account is a permitted investment under the operative documents and this authorization is the permanent direction for investment of the moneys until notified in writing of alternate instructions.

**EQUIPMENT LEASE-PURCHASE AGREEMENT
DATED _____**

Lessee: _____ State: _____	Lessor: GE Government Finance, Inc. Fiscal Year End: _____
Lease: Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the equipment described in Exhibit A hereto (the "Equipment") in accordance with this Equipment Lease-Purchase Agreement (this "Lease").	

INSURANCE
<p>Lessee will insure the Equipment through one of the two methods listed below (select one by checking a box below):</p> <p><input type="checkbox"/> Commercial Insurance: A Certificate of Insurance in compliance with Section 12 is attached. Lessor is listed as loss payee and additional insured with respect to the attached certificate.</p> <p><input type="checkbox"/> Self Insurance: Lessee will comply with Section 12 through a self-insurance program. Lessee hereby requests Lessor waive the requirements of Section 12 and permit Lessee to self-insure for liability claims and property damage. Lessor agrees that Lessee may satisfy the requirements of Section 12 through self-insurance. By written notice to Lessee, Lessor may revoke its agreement to accept self-insurance in lieu of the insurance required by Section 12 at any time during the Lease Term should Lessee at any time fail to comply with Section 11. Within 30 days of receipt of notice from Lessor, Lessee agrees to obtain insurance in compliance with Section 12 and provide evidence thereof to Lessor.</p>

ACCEPTANCE
<p>Unless an Escrow Agreement has been executed by the parties, the Equipment has been delivered and installed in accordance with Lessee's specifications, is in good working order, has been fully tested, is fully operational and is completely and fully accepted by Lessee on or before the date of Lessee's execution of this Lease.</p>

IN WITNESS WHEREOF, Lessor has caused this Lease (including pages 1-4 and Exhibit A) to be executed in its corporate name by its duly authorized officer, and Lessee has caused this Lease to be executed in its name by its duly authorized officer.

***NOTE: DO NOT SIGN AND DATE THIS LEASE UNTIL YOU HAVE ACCEPTED YOUR EQUIPMENT OR SIGNED AN ESCROW AGREEMENT.**

_____ Lessee	GE GOVERNMENT FINANCE, INC. Lessor
By: _____ Title: _____ Date: _____ Address: _____ _____ Telephone: _____	By: _____ Title: _____ Date: _____ Address: 7760 France Ave. S. #250 Minneapolis, MN 55435 Telephone: 800-346-3164

CERTIFICATE OF COUNSEL	
<p>With respect to this Lease and, if applicable, the related Escrow Agreement (together, the "Agreement"), I am of the opinion that: (i) Lessee is the State or a fully constituted political subdivision or agency of the State; (ii) Lessee is authorized and has the power under applicable law to enter into the Agreement and carry out its obligations thereunder; (iii) the Agreement has been duly authorized, approved, executed and delivered by and on behalf of Lessee and is a legal, valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and federal Laws affecting remedies and by bankruptcy, reorganization or other laws of general application, relating to or effecting the enforcement of creditor's rights; (iv) the authorization, approval and execution of the Agreement and all other proceedings of Lessee with respect thereto have been performed in accordance with all applicable open meeting, public records, public biddings and other applicable laws; (v) the execution of the Agreement and the appropriation of moneys to pay Rental Payments coming due thereunder do not and will not result in the violation of any constitutional, statutory or other limitation relating to indebtedness which may be incurred by Lessee; (vi) payment of Rental Payments and other amounts due hereunder is not directly or indirectly guaranteed, in whole or in part, by the United States or any agency or instrumentality thereof and Lessee is not using any funds provided by the United States Government whether by loan, grant or other program or pursuant to the American Recovery and Reinvestment Act of 2009 to pay a portion of the purchase price of the Equipment or any part of the Rental Payments; and (vii) the Agreement is approved as to form and substance.</p>	
_____ Attorney for Lessee	Signature: _____
LE Nonapp Law Firm _____	Name: _____
1	4/2009

1. Conditions to Lease. Lessor shall have no obligation to make payment to any vendor of Equipment ("Vendor") (the date of payment is the "Funding Date") for the purchase price of the Equipment or to lease the Equipment to Lessee unless the Equipment has been delivered to Lessee or, if applicable, Lessor, Lessee and Escrow Agent have executed an Escrow Agreement and Lessor receives: (a) the original of this Lease including the Payment Schedule attached hereto as Exhibit A and made a part hereof completed and executed by Lessor, Lessee and Lessee's Counsel; (b) a resolution or evidence of other official action taken by or on behalf of Lessee to authorize the acquisition and financing of the Equipment as provided herein; (c) evidence of insurance with respect to the Equipment in compliance with Section 12; (d) Vendor invoices and/or bills of sale relating to the Equipment and, if such invoices have been paid by Lessee, evidence of payment and, if applicable, evidence of official intent to reimburse such payment as required by the Treasury Regulations promulgated under the Internal Revenue Code of 1986, as amended (the "Code"); (e) if applicable, the original certificate of title or manufacturer's certificate of origin and title application if any of the Equipment is subject to certificate of title laws; (f) a completed Form 8038-G or -GC executed by Lessee; and (g) any other documents or items required by Lessor.

2. Term. The Lease Term will commence on the Date of Issue specified in the Payment Schedule and will terminate upon the occurrence of the first of the following events: (a) a nonappropriation of funds in accordance with Section 5; (b) Lessee's payment of the Prepayment Price and all other amounts due hereunder pursuant to Section 17; (c) default by Lessee and Lessor's election to terminate this Lease under Section 15; or (d) Lessee's payment of all Rental Payments and all other amounts due hereunder. Upon termination in accordance with subsections (b) or (d), Lessor's security interest in the Equipment shall terminate and Lessee shall own the Equipment free and clear of Lessor's security interest.

3. Rent. Lessee agrees to pay Rental Payments during the Lease Term on the dates and in the amounts specified in the Payment Schedule without notice or demand at such address as Lessor or its assignee may from time to time designate in writing. If an Escrow Agreement has been executed, the amount deposited by Lessor with the Escrow Agent shall equal the aggregate Principal component of the Rental Payments and shall be repaid to Lessor by the Rental Payments. A portion of each Rental Payment is paid as and represents the payment of interest as specified in the Payment Schedule and interest accrual commences upon the Date of Issue. Lessee shall pay Rental Payments exclusively from moneys legally available therefor. Except as provided in Section 5, the obligation of Lessee to make Rental Payments and any other payments required hereunder is absolute and unconditional in all events. Lessee must make all payments due hereunder no matter what happens. Notwithstanding any dispute between Lessee and Lessor or between Lessee and Vendor or any other person, Lessee shall make all Rental Payments and other payments required hereunder when due and shall not withhold any Rental Payment or other payment pending final resolution of such dispute nor shall Lessee assert any right of set-off or counterclaim against its obligation to make Rental Payments or other payments required hereunder. Lessee's obligation to pay Rental Payments shall not be abated through accident, unforeseen circumstances, failure of the Equipment to perform as desired, damage or destruction to the Equipment, loss of possession of the Equipment or obsolescence of the Equipment. The obligation of Lessee to pay Rental Payments and other amounts due hereunder in any Fiscal Year of the Lease Term is a current expense of Lessee for such Fiscal Year and is not an indebtedness of Lessee within the meaning of the Constitution or the laws of the State. Nothing herein shall constitute a pledge by Lessee of any taxes or any other moneys (other than moneys lawfully appropriated from time to time and the net proceeds of the Equipment or insurance) to the payment of any Rental Payment or other amount coming due hereunder. Lessee reasonably believes that funds can be obtained sufficient to make all Rental Payments during the Lease Term and it is Lessee's intent to make Rental Payments for the full Lease Term if funds are legally available therefor. The person or entity in charge of preparing Lessee's budget shall include in the budget request for each Fiscal Year of the Lease Term the Rental Payments to become due in such Fiscal Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Fiscal Year

sufficient to pay all Rental Payments due therein. The parties acknowledge that appropriation of Rental Payments is a governmental function, which Lessee cannot contractually commit itself in advance to perform, and this Lease does not constitute such a commitment. The parties intend that the interest component of Rental Payments be excluded from the gross income for federal income tax purposes of Lessor and its assigns. If such interest is included in Lessor's gross income as determined by an opinion of counsel or the Internal Revenue Service, Lessee shall pay Lessor a sum or sums so that the interest previously received by Lessor and the interest payable thereafter to Lessor shall be equal to the amount stated on the Payment Schedule after reduction by federal, State and local income tax, interest and penalties.

4. Acquisition and Delivery of Equipment. Lessee has ordered the Equipment from the Vendor(s) of its choice and shall arrange for delivery and installation of the Equipment. Lessee agrees that Lessor and its agents shall have the right at all reasonable times to examine and inspect the Equipment and shall have such rights of access to the Equipment as may be reasonably necessary to cause its proper maintenance. Notwithstanding the designation of GE Government Finance, Inc. as Lessor, GE Government Finance, Inc. does not own the Equipment and by this Lease is merely financing the acquisition thereof for Lessee. Lessor has not been in the chain of title of the Equipment, does not operate, control or have possession of the Equipment and has no control over Lessee or Lessee's operation, use, storage or maintenance of the Equipment. Lessee is solely responsible for the use, maintenance, operation and storage of the Equipment. LESSEE ACKNOWLEDGES THAT IT SELECTED THE EQUIPMENT WITHOUT ASSISTANCE OF LESSOR, ITS AGENTS OR EMPLOYEES. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE OF THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS LEASE OR THE EQUIPMENT OR LESSEE'S USE OF THE EQUIPMENT OR ITS INABILITY TO USE THE EQUIPMENT.

5. Non-Appropriation of Funds. Lessee shall have the right to terminate its obligation to make Rental Payments under this Lease with respect to all, but not less than all, of the Equipment effective on the last day of any Fiscal Year of Lessee during the Lease Term if Lessee's governing body does not appropriate money sufficient to pay the Rental Payments coming due for the next Fiscal Year. Lessee may effect such termination by giving Lessor written notice and by paying to Lessor any Rental Payments and other amounts which are due and have not been paid at or before the end of its then current Fiscal Year. Lessee shall endeavor to give notice of such termination not less than one hundred twenty (120) days prior to the end of the Fiscal Year for which appropriations were made and shall notify Lessor of any anticipated termination. In the event of termination of the Lease as provided in this Section, Lessee shall comply with instructions received from Lessor in accordance with Section 16. If this Lease is terminated by Lessee in accordance with this Section, to the extent permitted by State law, Lessee will not purchase, lease, rent, borrow, seek appropriations for, acquire or otherwise receive the benefits of any personal property to perform the same functions as, or functions taking the place of those performed by any of the Equipment and agrees not to permit such functions to be performed by its own employees or by any agency or entity affiliated with or hired by Lessee for a period of 365 days after such termination; provided, however, these restrictions shall not be applicable in the event the Equipment is sold by Lessor and the net proceeds of such sale are sufficient to pay the applicable Prepayment Price or to the extent that application of these restrictions is unlawful and would affect the validity of this Lease.

6. Lessee Certifications. Lessee represents, covenants and warrants that: (i) Lessee is the State or a duly constituted political subdivision or agency of the State possessing the power to tax, the power of eminent domain or police power and Lessee's exact legal name is as set forth on the execution page hereof; (ii) the execution and delivery of this Lease and, if applicable, the Escrow Agreement, by

the undersigned officer of Lessee has been authorized by a duly adopted resolution of Lessee's governing body, or by other appropriate official action, such action is in compliance with all public bidding and other State and federal Laws applicable to this Lease and the acquisition and financing of the Equipment by Lessee and no bid protest or other challenge to the award of this Lease to Lessor has been made or threatened; (iii) all requirements have been met and procedures have occurred in order to ensure the enforceability of this Lease and, if applicable, the Escrow Agreement, against Lessee; (iv) Lessee will not lease, sublease, sell or contract with a private user for the use of the Equipment, Lessee will calculate and pay any rebate to the Internal Revenue Service and Lessee will comply with the Code and all rules and regulations promulgated thereunder which are applicable to this Lease; (v) there is no action, suit, proceeding, claim, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body pending or, to the best of Lessee's knowledge, threatened against or affecting Lessee, challenging Lessee's authority to enter into this Lease or any other action wherein an unfavorable ruling or finding would adversely affect the enforceability of this Lease or any other transaction of the Lessee which is similar hereto, or the exclusion of the interest from gross income for federal income tax purposes under the Code, or which would materially and adversely affect any of the transactions contemplated by this Lease, including, but not limited to, Lessee's acquisition of Equipment; (vi) Lessee has sufficient appropriations or other funds available to pay all amounts due hereunder for the current Fiscal Year and has not non-appropriated any other transaction; (vii) the Equipment is personal property and is not and will not become fixtures under the law of the State; (viii) during the Lease Term, the Equipment will be used solely by Lessee to perform, essential governmental or proprietary functions; (ix) payment of Rental Payments and other amounts due hereunder is not directly or indirectly guaranteed, in whole or in part, by the United States or any agency or instrumentality thereof and Lessee is not using any funds provided by the United States Government whether by loan, grant or other program or pursuant to the American Recovery and Reinvestment Act of 2009 to pay a portion of the purchase price of the Equipment or any part of the Rental Payments and (x) Lessee acknowledges it has received no legal, financial, tax or accounting advice from Lessor.

7. Title To Equipment; Security Interest. During the Lease Term, legal title to and ownership of the Equipment and any replacements thereof shall be in Lessee and Lessee shall take all actions necessary to vest such title and ownership in Lessee. Lessee grants to Lessor a continuing, first priority security interest in and to the Equipment, all repairs, replacements, substitutions and modifications thereto or thereof and, if applicable, all sums held under the Escrow Agreement and all proceeds of the foregoing in order to secure Lessee's payment of all Rental Payments and the performance of all other obligations to be performed by Lessee hereunder and under any other contract with or obligation owed by Lessee to Lessor. Lessee authorizes Lessor to file financing statements and amendments thereto describing the Equipment and containing any other information required by the applicable Uniform Commercial Code and all proper terminations of the filings of other secured parties with respect to the Equipment, in such form and substance as Lessor, in its sole discretion, may determine. If requested by Lessor, Lessee shall obtain a landlord and/or mortgagee's consent and waiver with respect to the Equipment. Lessee hereby designates Lessor and its assignees as its agents and attorneys-in-fact for the purpose of executing demands for terminations of other security interests in any of the Equipment, title applications and certificates of title and related documents to perfect the security interest granted hereby by Lessee.

8. Use; Repairs; Maintenance. Lessee shall exercise due care in the installation, use, operation and maintenance of the Equipment and shall, at its own expense, make all repairs and replacements necessary to keep the Equipment in good repair and working order, ordinary wear and tear excepted. Lessee shall operate and maintain the Equipment fully in accordance with any insurance policy provision, applicable prevailing industry standards and, if applicable, the manufacturer's specifications therefor. Lessee shall comply with all State and federal Laws applicable to the installation, use, possession and operation of the Equipment, and if compliance with any such State and federal Law requires changes or additions to be made to the Equipment, such changes or additions shall be made by Lessee at its expense. Lessee

shall not use any item of Equipment to haul, convey, store, treat, transport or dispose of any "hazardous substances" or "hazardous waste" as such terms are defined in any federal, State or local law, rule or regulation pertaining to the protection of the environment (together, "Environmental Laws"). Lessee is required to deliver any item of Equipment to Lessor or Lessor's agent, the Equipment shall be delivered free of all substances which are regulated by or form a basis for liability under any Environmental Law.

9. Liens and Taxes. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created by this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within 10 days written demand with interest at the highest rate permitted by applicable law.

10. Risk of Loss. As between Lessor and Lessee, Lessee assumes all risks and liabilities from any cause whatsoever, whether or not covered by insurance, for loss or damage to any Equipment and for injury to or death of any person or damage to any property, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such property damage be to Lessee's property or the property of others. Whether or not covered by insurance, Lessee hereby assumes responsibility for and agrees to reimburse Lessor for and, to the extent permitted by law, will indemnify and hold Lessor harmless from and against all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Lessor that in any way relate to or arise out of this Lease and the lease, possession, ownership, maintenance, use, condition, return or operation of the Equipment and any claim, loss, cost or expense involving alleged damage to the environment relating to the Equipment, including, but not limited to investigation, removal, cleanup and remedial costs. This provision shall survive the termination of this Lease.

11. Damage to or Destruction of Equipment. Lessee shall provide a complete written report to Lessor immediately upon any loss, theft, damage or destruction of any Equipment and of any accident involving any Equipment. If all or any part of the Equipment is lost, stolen, destroyed or damaged beyond repair ("Damaged Equipment"), Lessee shall as soon as practicable after such event either: (a) replace the same at Lessee's sole cost and expense with equipment having substantially similar specifications and of equal or greater value to the Damaged Equipment immediately prior to the time of the loss occurrence, such replacement equipment to be subject to Lessor's approval, whereupon such replacement equipment shall be substituted in this Lease by appropriate amendment; or (b) pay the applicable Prepayment Price of the Damaged Equipment determined as set forth in the Payment Schedule. Lessee shall notify Lessor of which course of action it will take within fifteen (15) days after the loss occurrence. If, within forty-five (45) days of the loss occurrence: (a) Lessee fails to notify Lessor; (b) Lessee and Lessor fail to execute an amendment to the Lease to delete the Damaged Equipment and add the replacement equipment or (c) Lessee has failed to pay the applicable Prepayment Price, then Lessor may, at its sole discretion, declare the applicable Prepayment Price of the Damaged Equipment, to be immediately due and payable, and Lessee is required to pay the same.

12. Insurance. Lessee shall, at its own expense, procure and maintain continuously in effect during the Lease Term: (a) public liability insurance for personal injuries, death or damage to or loss of property arising out of or in any way relating to the Equipment sufficient to protect Lessor from liability in all events, with a coverage limit of not less than \$1,000,000 per occurrence unless a different coverage minimum with respect to particular Equipment is required by Lessor, and (b) insurance against such hazards as Lessor may require, including, but not limited to, all-risk casualty and property insurance, in an amount equal to the greater of the full replacement cost of the Equipment with new equipment having substantially similar specifications or the applicable Prepayment Price of the Equipment specified in the Payment Schedule. All insurance policies shall be taken out and maintained with insurance companies acceptable to Lessor; and shall contain a provision that the insurer shall contain a provision

that the insurer shall not cancel or revise coverage thereunder without giving written notice to the insured parties at least 30 days before the cancellation or revision becomes effective. No insurance shall be subject to any co-insurance clause. Each insurance policy shall name Lessor as an additional insured party and loss payee without regard to any breach of warranty or other act or omission of Lessee and shall include a lender's loss payable endorsement for the benefit of Lessor.

13. Assignment. Neither this Lease nor any Equipment may be sold, assigned, subleased, transferred, pledged or mortgaged by Lessee. All of Lessor's right, title and interest in and to this Lease, including, but not limited to, the Rental Payments and other amounts payable by Lessee and Lessor's interest in the Equipment, may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor at any time, without the consent of Lessee. No such assignment (except an assignment to an affiliate of Lessor or to an entity whose common stock is directly or indirectly 100% owned by Lessor's parent or indirect parent if Lessor continues to bill and collect Rental Payments) shall be effective against Lessee unless and until written notice of the assignment is provided to Lessee. If requested, Lessee will acknowledge in writing receipt of such notice. Lessee shall keep a complete and accurate record of all such assignments; provided, however, in the event Lessor assigns its interest in this Lease to an affiliate or related entity, Lessor shall maintain a record of such assignment for the benefit of Lessee. Subject to the provisions hereof, this Lease is binding upon Lessor and Lessee and their respective successors and assigns.

14. Events of Default. The following are Events of Default under this Lease: (a) failure by Lessee to pay any Rental Payment or other payment required to be paid when due and the continuation of said failure for a period of 10 days (other than by reason of termination under Section 5); (b) failure by Lessee to maintain insurance as required by Section 12; (c) failure by Lessee to observe and perform any of its covenants, conditions or agreements hereunder, other than as referred to in Clauses (a) and (b) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to Lessee by Lessor; (d) the determination by Lessor that any representation or warranty made by Lessee in this Lease was untrue in any material respect upon execution hereof; (e) the default by Lessee under any other contract with or obligation owed to Lessor; (f) the filing of a petition in bankruptcy by Lessee; or (g) Lessee's improper filing of an amendment or termination statement relating to a filed financing statement describing any of the Equipment.

15. Remedies. Whenever any Event of Default shall have occurred, Lessor shall have the right, at its option and without any further demand or

notice, to take one or any combination of the following remedial steps: (a) Lessor, with or without terminating this Lease, may declare all Rental Payments due or to become due during the Fiscal Year in effect when the default occurs to be immediately due and payable by Lessee, whereupon such Rental Payments shall be immediately due and payable; (b) Lessor, with or without terminating this Lease, may, if applicable, obtain all funds on deposit pursuant to the Escrow Agreement and repossess any or all of the Equipment by giving Lessee written notice to deliver the Equipment in the manner provided in Section 16; or in the event Lessee fails to do so within 10 days after receipt of such notice, Lessor may enter upon Lessee's premises where the Equipment is kept and take possession of the Equipment and charge Lessee for costs incurred in repossessing the Equipment, including reasonable attorneys' fees and Lessee hereby expressly waives any damages occasioned by such repossession; provided, however, notwithstanding the fact that Lessor has taken possession of the Equipment, Lessee shall continue to be responsible for the Rental Payments due with respect thereto during the Fiscal Year then in effect; and (c) Lessor may take any other remedy available at law or in equity with respect to such Event of Default, including those requiring Lessee to perform any of its obligations or to pay any moneys due and payable to Lessor and Lessee shall pay the reasonable attorneys' fees and expenses incurred by Lessor in enforcing any remedy hereunder. If Lessor terminates this Lease and, in its discretion, takes possession and disposes of the Equipment or any portion thereof, Lessor shall apply the proceeds of any such disposition to pay the following items in the following order: (i) all costs (including, but not limited to, attorneys' fees) incurred in securing possession of the Equipment; (ii) all expenses incurred in completing the disposition; (iii) any sales or transfer taxes; (iv) the applicable Prepayment Price of the Equipment;

and (v) the balance of any Rental Payments owed by Lessee during the Fiscal Year then in effect. Any disposition proceeds remaining after the requirements of Clauses (i), (ii), (iii), (iv) and (v) have been met shall be paid to Lessee. Time is of the essence. Lessor's failure at any time to require strict performance by Lessee of any of Lessee's obligations shall not waive or diminish Lessor's rights thereafter to demand strict compliance by Lessee.

16. Return of Equipment; Release of Lessee's Interest. Upon termination of this Lease prior to the payment of all Rental Payments or the applicable Prepayment Price, Lessee shall promptly, but in any event within 10 days after such termination, at its own cost and expense: (a) perform any testing and repairs required to place the Equipment in the condition required by Section 8; (b) if deinstallation, disassembly or crating is required, cause the Equipment to be deinstalled, disassembled and crated by an authorized manufacturer's representative or such other service person as is satisfactory to Lessor; and (c) return the Equipment to a location specified by Lessor, freight and insurance prepaid by Lessee. If Lessee refuses to return the Equipment in the manner designated, Lessor may repossess the Equipment and charge to Lessee the costs of such repossession. Upon termination of this Lease in accordance with Section 5 or Section 15 hereof, at the election of Lessor and upon Lessor's written notice to Lessee, full and unencumbered legal title and ownership of the Equipment shall pass to Lessor, Lessee shall have no further interest therein and Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title and ownership to Lessor and termination of Lessee's interest in the Equipment.

17. Prepayment Option. Lessee shall have the option to prepay its obligations in whole but not in part under this Lease on any Payment Date specified in the Payment Schedule for the then applicable Prepayment Price specified in the Payment Schedule. Lessee shall give notice to Lessor of its intention to exercise its option not less than 30 days prior to the Payment Date on which the option will be exercised and shall deposit with Lessor on the date of exercise an amount equal to all Rental Payments and any other amounts then due under this Lease (including the Rental Payment due on the Payment Date on which the option is exercised) and the applicable Prepayment Price set forth in the Payment Schedule. On receipt of the Prepayment Price in good funds, this Lease shall terminate and Lessee shall become entitled to the Equipment AS IS, WHERE IS, WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE, except that the Equipment shall not be subject to any lien or encumbrance created by Lessor.

18. Late Charge. Whenever any Event of Default under Section 14(a) shall have happened and be continuing, Lessor shall have the right, at its option and without any further demand or notice, to require a late payment charge accruing from the 10th day after the Payment Date until the payment is made equal to the lesser of five cents (\$.05) per dollar of the delinquent amount or the lawful maximum, and Lessee shall be obligated to pay the same immediately upon receipt of Lessor's written invoice therefor; provided, however, that this Section shall not be applicable if or to the extent that the application thereof would affect the validity of this Lease.

19. Notices. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested or via nationally recognized overnight delivery service, postage prepaid to the other party at its address set forth beneath its signature herein or at such address as the party may provide in writing from time to time.

20. Governing Law. This Lease shall be construed in accordance with, and governed by the laws of the State.

21. Entire Agreement; Severability. This Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of this Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease. THIS LEASE AND, IF APPLICABLE, THE RELATED ESCROW AGREEMENT, REPRESENTS AND (i) CONSTITUTES THE ENTIRE AGREEMENT OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF, (ii) SUPERSEDES ALL OTHER WRITINGS,

COMMUNICATIONS, UNDERSTANDINGS, AGREEMENTS, PURCHASE ORDERS, SOLICITATION DOCUMENTS (INCLUDING WITHOUT LIMITATION ANY REQUESTS FOR PROPOSAL AND RESPONSES THERETO AND OTHER RELATED DOCUMENTS (TOGETHER, THE "BID DOCUMENTS")) AND ANY REPRESENTATIONS, EXPRESS OR IMPLIED ("PRIOR UNDERSTANDINGS"), AND MAY NOT BE CONTRADICTED OR AMENDED BY PRIOR UNDERSTANDINGS AND (iii) NOTWITHSTANDING ANYTHING TO THE CONTRARY ANY BID DOCUMENT, LESSOR IS NOT BOUND BY ANY PROVISION OF ANY BID DOCUMENT AND NO PROVISION OF ANY BID DOCUMENT IS INCORPORATED INTO THIS LEASE.

LESSEE HEREBY EXPRESSLY ACKNOWLEDGES AND AGREES THAT (i) NO VENDOR OR ANY OF ITS REPRESENTATIVES IS AN AGENT OF LESSOR OR IS AUTHORIZED TO WAIVE OR ALTER THIS LEASE AND (ii) LESSOR SHALL NOT BE CHARGEABLE WITH OR ASSUME ANY OF THE OBLIGATIONS OR LIABILITIES OF ANY VENDOR UNDER ANY

AGREEMENT BETWEEN LESSEE AND VENDOR OR ANY BID DOCUMENT.

22. Usury. It is the intention of the parties hereto to comply with any applicable usury laws; accordingly, it is agreed that, notwithstanding any provisions to the contrary herein, in no event shall this Lease hereunder require the payment or permit the collection of interest or any amount in the nature of interest or fees in excess of the maximum amount permitted by applicable law. Any such excess interest or fees shall first be applied to reduce principal, and when no principal remains, refunded to Lessee. In determining whether the interest paid or payable exceeds the highest lawful rate, the total amount of interest shall be spread through the Lease Term so that the interest is uniform through such term.

23. Waiver of Jury Trial. Lessor and Lessee hereby waive any right to trial by jury in any action or proceeding with respect to, in connection with or arising out of this Lease.

EXHIBIT A

This Exhibit A is part of and is incorporated into the Equipment Lease-Purchase Agreement Dated «**Agreementdate**» between GE Government Finance, Inc. and «**Lessee**».

EQUIPMENT			
<p>EQUIPMENT LOCATION: The Equipment is located at the following address:</p> <p>_____</p> <p>_____</p>			
<p>EQUIPMENT DESCRIPTION: The following Equipment is subject to this Lease and such description is supplemented by the specific description of the Equipment contained in Vendor invoices which are paid with the proceeds of this Lease:</p>			
<u>Quantity</u>	<u>Cost Per Unit</u>	<u>Description</u>	<u>Serial Number</u>

PAYMENT SCHEDULE

Lease Proceeds: \$ 450,000.00	Date of Issue: _____, 20__	Funding Date: _____, 20__
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Interest Rate: _____%. This interest rate is effective provided the Funding Date is on or prior to _____, 200__

<u>Payment Number</u>	<u>Payment Date</u>	<u>Rental Payment</u>	<u>Principal Component</u>	<u>Interest Component</u>	<u>Prepayment Price*</u>
1	12/1/2017	\$7,767.06	\$2,472.02	\$5,295.04	\$452,003.26
2	1/1/2018	\$7,767.06	\$6,450.57	\$1,316.49	\$445,488.18
3	2/1/2018	\$7,767.06	\$6,469.55	\$1,297.51	\$438,953.93
4	3/1/2018	\$100,000.00	\$98,721.52	\$1,278.48	\$339,245.20
5	4/1/2018	\$100,000.00	\$99,011.93	\$988.07	\$239,243.15
6	5/1/2018	\$7,767.07	\$7,070.26	\$696.81	\$232,102.19
7	6/1/2018	\$7,767.07	\$7,091.06	\$676.01	\$224,940.22
8	7/1/2018	\$7,767.07	\$7,111.92	\$655.15	\$217,757.18
9	8/1/2018	\$7,767.07	\$7,132.84	\$634.23	\$210,553.02
10	9/1/2018	\$7,767.07	\$7,153.82	\$613.25	\$201,314.51
11	10/1/2018	\$7,767.07	\$7,174.87	\$592.20	\$194,139.65
12	11/1/2018	\$7,767.07	\$7,195.97	\$571.10	\$186,943.67
13	12/1/2018	\$7,767.07	\$7,217.14	\$549.93	\$179,726.53
14	1/1/2019	\$7,767.07	\$7,238.37	\$528.70	\$172,488.16
15	2/1/2019	\$7,767.07	\$7,259.66	\$507.41	\$165,228.50
16	3/1/2019	\$7,767.07	\$7,281.02	\$486.05	\$157,947.48
17	4/1/2019	\$7,767.07	\$7,302.44	\$464.63	\$150,645.04
18	5/1/2019	\$7,767.07	\$7,323.92	\$443.15	\$143,321.12
19	6/1/2019	\$7,767.07	\$7,345.46	\$421.61	\$135,975.66
20	7/1/2019	\$7,767.07	\$7,367.07	\$400.00	\$128,608.58
21	8/1/2019	\$7,767.07	\$7,388.74	\$378.33	\$121,219.84
22	9/1/2019	\$7,767.07	\$7,410.48	\$356.59	\$113,809.36
23	10/1/2019	\$7,767.07	\$7,432.28	\$334.79	\$106,377.08
24	11/1/2019	\$7,767.07	\$7,454.14	\$312.93	\$98,922.94
25	12/1/2019	\$7,767.07	\$7,476.07	\$291.00	\$91,446.87
26	1/1/2020	\$7,767.07	\$7,498.06	\$269.01	\$83,948.81
27	2/1/2020	\$7,767.07	\$7,520.12	\$246.95	\$76,428.69
28	3/1/2020	\$7,767.07	\$7,542.24	\$224.83	\$68,886.45
29	4/1/2020	\$7,767.07	\$7,564.43	\$202.64	\$61,322.02
30	5/1/2020	\$7,767.07	\$7,586.68	\$180.39	\$53,735.34
31	6/1/2020	\$7,767.07	\$7,609.00	\$158.07	\$46,126.35
32	7/1/2020	\$7,767.07	\$7,631.38	\$135.69	\$38,494.96
33	8/1/2020	\$7,767.07	\$7,653.83	\$113.24	\$30,841.13
34	9/1/2020	\$7,767.07	\$7,676.35	\$90.72	\$23,164.79
35	10/1/2020	\$7,767.07	\$7,698.93	\$68.14	\$15,465.86
36	11/1/2020	\$7,767.07	\$7,721.57	\$45.50	\$7,744.29
37	12/1/2020	\$7,767.07	\$7,744.29	\$22.78	\$00.00

* After payment of Rental Payment due on such date.

**RESOLUTION TO APPROVE EQUIPMENT LEASE-PURCHASE AGREEMENT AND
TO AUTHORIZE THE EXECUTION OF DOCUMENTS RELATED THERETO**

WHEREAS, _____ (the "Issuer") is a validly existing political subdivision of the State of «Legal_State» (the "State"), existing as such under and by virtue of the constitution, statutes and laws of the State;

WHEREAS, the [Name of Governing Body] of the Issuer (the "Governing Body") has the power under the laws of the State to lease or purchase personal property for use by the Issuer; and the Governing Body has determined, and hereby determines, that it is in the best interests of the Issuer to enter into an Equipment Lease-Purchase Lease (the "Lease") with GE Government Finance, Inc. ("Lessor") for the purpose of financing the acquisition of the equipment (the "Equipment") described in the Lease, and that the use of such Equipment is essential to the Issuer's proper, efficient and economic operation;

WHEREAS, the Governing Body has taken the necessary and appropriate steps under applicable law, including, without limitation, any public bidding requirements, to arrange for the acquisition of the Equipment under the Lease;

WHEREAS, the Lease terminates, and the Issuer's obligations thereunder are extinguished, if the Governing Body fails to appropriate money for the ensuring fiscal year for the payment of the amounts due in such fiscal year;

WHEREAS, the Governing Body has determined that issuer may use an escrow agreement (the "Escrow Agreement") to temporarily hold and invest the proceeds of the Lease until needed to pay the purchase price of the Equipment and it is in the best interests of the Issuer to enter into an Escrow Agreement with Lessor and an escrow agent to facilitate the acquisition of the Equipment;

WHEREAS, there has been presented to the Governing Body the form of the Lease, including the Payment Schedule thereto and the form of Escrow Agreement, which the Issuer proposes to approve, enter into and deliver, as applicable, to effectuate the proposed financing of the Equipment; and it appears that each of the Lease and the Escrow Agreement is in appropriate form and are appropriate instruments for the purposes intended.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY AS FOLLOWS:

Section 1. That all actions of the Issuer in effectuating the Lease and Escrow Agreement are hereby approved, ratified and authorized pursuant to and in accordance with the transactions contemplated by the Lease.

Section 2. The Governing Body hereby approves the acquisition by the Issuer of the Equipment described in the Lease, such acquisition to be financed by Lessor pursuant to and in accordance with the terms of the Lease and Escrow Agreement, each of which will be a valid, legal and binding obligation of the Issuer enforceable in accordance with its terms. The form and content of the Lease and Escrow Agreement are in all respects authorized, approved and confirmed and the _____ of the Issuer, or his designee is authorized, empowered and directed to execute and deliver the Lease and Escrow Agreement for and on behalf of the Issuer in substantially the form attached hereto, but with such changes, modifications, additions or deletions therein as shall to him seem necessary, desirable or appropriate.

Section 3. **[TO BE INSERTED IF APPLICABLE]** Pursuant to Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986 (the "Code"), the Issuer hereby specifically designates the Lease as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code and the Issuer represents it will not designate more than ten million dollars (\$10,000,000) of obligations issued by the Issuer in the calendar year in which the Lease is executed and delivered as such "qualified tax-exempt obligations." The aggregate face amount of all tax-exempt obligations issued or to be issued by the Issuer and all subordinate entities thereof during calendar year 20____ is not reasonably anticipated to exceed ten million dollars (\$10,000,000).

BE IT FURTHER RESOLVED THAT this Resolution take effect from and after its passage.

Approved this _____ day of _____, 20_____.

Name: _____
Title: _____

Attachment

SAMPLE

AMENDED AND RESTATED EXHIBIT A DATED _____, 20__

This Amended and Restated Exhibit A replaces the prior Exhibit A in its entirety and is part of and is incorporated into the Equipment Lease-Purchase Agreement Dated _____ between GE Government Finance, Inc. and _____

EQUIPMENT			
EQUIPMENT LOCATION: The Equipment is located at the following address: <div style="text-align: center; margin-top: 10px;"> _____ _____ </div>			
EQUIPMENT DESCRIPTION: The following Equipment is subject to this Lease and such description is supplemented by the specific description of the Equipment contained in Vendor invoices which are paid with the proceeds of this Lease:			
<u>Quantity</u>	<u>Cost Per Unit</u>	<u>Description</u>	<u>Serial Number</u>

PAYMENT SCHEDULE					
Lease Proceeds: \$ _____		Date of Issue: _____, 20__		Funding Date: _____, 20__	
Interest Rate: _____%. This interest rate is effective provided the Funding Date is on or prior to _____, 20__					
<u>Payment Number</u>	<u>Payment Date</u>	<u>Rental Payment</u>	<u>Principal Component</u>	<u>Interest Component</u>	<u>Prepayment Price*</u>

* After payment of Rental Payment due on such date.

_____ Lessee	GE GOVERNMENT FINANCE, INC. Lessor
By: _____ Title: _____ Date: _____	By: _____ Title: _____ Date: _____

