

RESOLUTION NO. 2011-2019

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE TOWN TO ENTER INTO AN AGREEMENT WITH MUNICIPAL CODE CORPORATION FOR MUNIBILL\$ FOR INVOICING WATER, SEWER AND STORMWATER; AUTHORIZING THE FUNDS TO PAY FOR; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Surfside, Florida wishes to enter into an Agreement with Municipal Code Corporation for MuniBill\$ (hereinafter "Municode") (See Attachment "A") for invoicing water, sewer and stormwater; and

WHEREAS, it has been the direction of the Town Commission to modernize the billing procedures for water, sewer, and stormwater and that credit card payment be added to our customer service; and

WHEREAS, as part of the rate study done by TischlerBise last year, it was recommended that the utility bills be mailed on a monthly basis; and

WHEREAS, currently there are 1500 water, sewer and stormwater invoices created every other month; and

WHEREAS, Municode will charge a onetime set up fee of \$2,700 to create a more customer friendly invoice and set up the credit card processing.

WHEREAS, Municode will provide the software necessary to put the link on the Town's website at no additional cost and Municode will assist in setting up the bank account necessary to use the credit card using their experience to assist us to obtain the best possible rates.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AS FOLLOWS:

Section 1. Recitals. That the above and foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Authorization to enter into an agreement. The Town Commission hereby authorizes the Town Manager to enter into the attached agreement with Municode.

Section 3. Implementation. The Town Manager and the Town Attorney are hereby authorized to take any and all action necessary to implement this Resolution and Agreement in accordance with the terms, conditions and purposes of this Resolution and Agreement.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 12 day of April 2011.

Motion by Commissioner Karukin, second by Commissioner Kopelman.

FINAL VOTE ON ADOPTION

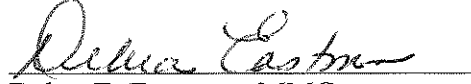
Commissioner Michael Karukin	<u>yes</u>
Commissioner Edward Kopelman	<u>yes</u>
Commissioner Marta Olchyk	<u>yes</u>
Vice Mayor Joseph Graubart	<u>yes</u>
Mayor Daniel Dietch	<u>yes</u>



Daniel Dietch, Mayor

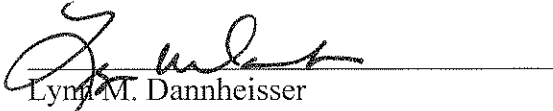
Resolution No. 2011-2019

ATTEST:



Debra E. Eastman, MMC
Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR
THE TOWN OF SURFSIDE ONLY:**



Lynn M. Dannheisser
Town Attorney

Resolution No. 2011-2019

ATTACHMENT A



January 27th, 2011

Debra Eastman
Town Clerk
Town of Surfside
Surfside, FL

Dear Debra,

Thank you for your interest in **Municipal Code Corporation (MCC)** and the MuniBill\$ services we provide to local governments. MCC understands your community has unique needs and we offer a variety of services to meet those needs. We are pleased to provide the attached proposal for your billing requirements.

ABOUT MCCadvantage MCCadvantage, a division of MCC, specializes in providing local governments with high-quality, leading-edge statement processing and bill presentment services. We offer a wide variety of statement output options to ensure your customers receive the type of statement that is right for them. MCC's approach to statement processing sets the standard in the industry.

WHY USE MCC? MCC is family owned and operated and focuses on providing the highest possible level of professionalism and customer service. The following distinguishes MCC as the best:

- ✦ **TRUST** - Municipal Code Corporation (MCC) has more than 55 years of experience focused solely on providing services to local government. MCC has over 3,000 city and county customers in 49 states.
- ✦ **CUSTOM-DEVELOPED SOLUTIONS** - Our statements are easy to read and understand. We work directly with your staff to insure your statements are exactly the way you and your customers want them. Our staff has over 28 years of billing experience.
- ✦ **FAST TURNAROUND** - We know how important your revenue stream is. Statements normally reach the USPS within one business day of our receipt of your data file. We work closely with the USPS to insure speedy delivery to your customers.
- ✦ **QUALITY** - Our "Advantage 10" quality process insures quality and integrity on each and every statement that leaves our door. MCC's cutting-edge printing technology produces some of the best print quality in the industry.
- ✦ **IN-HOUSE CREATIVE SERVICES** - MCC has been in the publishing business for over 55 years, and has kept up with the evolution of technologies to the benefit of our customers. We have a creative team of talented graphic artists to help you create statement inserts, newsletters or any other important customer communications.
- ✦ **DISASTER RECOVERY** - All data sent to MCC is saved, archived and available at your request in the event of a natural disaster. Additionally, MCC's disaster plan is thorough and tested; a copy is available on request.
- ✦ **PAYMENT OPTIONS TO FIT YOUR CUSTOMER'S LIFESTYLES** - If you are interested in return payment options, please contact us for further information.

✚ SAFE AND SECURE - You can be assured your customer's information is safe and secure from prying eyes. At MCC we take no risks and employ all necessary measures to insure your data is always protected.

If you have any questions or desire additional information, please call me anytime. I would also be happy to schedule a conference call with all interested parties, or meet with you personally.

Sincerely,

J Scott Molenburg
General Manger - MCCa
MCCadvantage
a division of Municipal Code Corporation

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PROFESSIONAL SERVICES PROPOSAL FOR BILLING SERVICES

EXECUTIVE SUMMARY

MCCadvantage, a division of MCC will provide you and your customers the highest possible level of service. Our corporate goal is to focus on the details of each customer's needs. MCCadvantage team members are creative, good communicators, ask questions and leverage their experience to solve problems. The company was founded in 1951 and offers services to local governments nationwide. While MCCadvantage is a relatively new division, MCC has more than 55 years of service to local governments. The MuniBill\$ service takes advantage of MCC's skill, equipment and technology to offer you the most efficient and affordable services available. We work hard to maintain the high level of service and integrity our Clients have come to expect in all our services.

Customer Service/Sales Approach

Our focus on service begins with our sales approach. We listen carefully to your concerns and address each issue individually. Our response time to inquiries is normally a couple of minutes via e-mail (constantly monitored) or within the half-hour for phone communication. Customers frequently send notes and emails reminding us how rare this level of service is. But at MCC we make it a priority. MCC is a family-owned, medium-sized business, which means our clients receive a level of personal service unparalleled in the industry. Our size also allows us to provide technological resources smaller firms can't offer. Our most valuable assets are our customers and our reputation. We earn our reputation by offering helpful suggestions and solutions for your unique situation.

Employee Focus

MCC is a privately owned Corporation. We are financially sound, having been in business for more than 55 years. MCC's President and Board of Directors are focused on improving MCC through investments in people, technology and facilities. MCC has recently refurbished many offices and has a Health and Fitness Gym with showers, Laundromat, and a walking trail through our 10-acre campus. MCC also provides employees a Quarterly Production Reward system based on the profits of the company. Through this incentive, our employees feel an ownership in the company.

SCOPE OF WORK

MUNICIPAL CODE CORPORATION, a corporation duly organized and existing under the laws of the State of Florida, hereinafter referred to as MCC, hereby offers to perform billing services for **TOWN OF SURFSIDE UTILITIES** hereinafter referred to as Client.

MCCadvantage, a division of MCC, agrees to provide Client "MuniBill\$" services defined herein and at pricing contained in Schedule 1.0. The Client agrees that MCCadvantage shall be its exclusive provider of these goods and services during the term of this agreement.

COMPENSATION – In full and complete compensation for all goods and services provided by MCCadvantage hereunder, Client agrees to pay MCCadvantage according to the rates set forth in Schedule 1.0. Prices quoted in Schedule 1.0 are based upon specifications provided by the Client. If there is a change in specifications or instructions to the original quotation, the work performed will be billed at an adjusted rate agreed to by Client. MCCadvantage will provide to Client an invoice after each production run consisting of all fees, as outlined in Schedule 1.0, including a summary of postage used. A monthly late payment charge may be assessed on statements not paid within thirty (30) days. The price for materials may be re-evaluated at the annual anniversary date of the effective date of the contract, taking into account any fluctuations in the price of paper and supplies. Any price increase will be supported by supplier documentation and provided to the Town for review. In no event may any increase be greater than the actual increases in the cost of materials.

POSTAGE – MCCadvantage will require that the Client maintain a permanent postage deposit in connection with this agreement. Client shall deposit in advance with MCCadvantage the initial sum specified in Schedule 2.0 as the permanent postage deposit. The amount of this deposit is based on expected volumes and postage rates and is subject to change based on changes to the volume and prices defined in Schedule 2.0, or customer payment history. All mail pieces are sent at the lowest possible postage qualifying rate taking full advantage of automated USPS discounts. Client will be notified in writing in advance if a change in the amount of the deposit is necessary. Upon termination of the Agreement, MCCadvantage shall return the deposit amounts to Client after payment of all services and postage. If client fails to maintain the deposit at the prescribed levels, or if client fails to maintain current status of all invoices as described in the "Compensation" section, MCCadvantage may suspend its performance under this agreement and hold customers statements/bills (at MCCadvantage discretion) until the deposit is received. The outgoing statements/bills will leave MCCadvantage utilizing the MCC postage permit for USPS postage payment.

FORCE MAJEURE – Neither party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond reasonable control of such party, including, without limitation: fire, explosion, power failure, flood, earthquake, hurricane or other act of God, civil commotion, terrorism, or acts of public enemies; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing or boycotts. In such event, the party affected shall be excused from such performance (other than any obligation to pay money) on a day-to-day basis to the extent of such interference. The other party shall, likewise, be excused from performance of its obligations on a day-to-day basis to the extent such party's obligations relate to the performance so interfered.

CONFIDENTIALITY – MCCadvantage agrees that any and all data, reports and documentation supplied by Client or its affiliates or third parties on Client's behalf, which are confidential and which are clearly designated as confidential, shall be subject only to the disclosure requirement for the performance of MCCadvantage's obligations hereunder, and will be held in strict confidence and shall not be disclosed or otherwise disseminated by MCCadvantage without the written consent of Client.

LIMITATION OF LIABILITY – The parties hereto agree that this agreement is only for the production of goods and services. MCCadvantage shall be liable only to the extent of re-mailing a correction or

corrected job as soon as possible to rectify the mistake. Breach of contract damages shall be limited to the value of the work performed. In the event of a breach of the terms of this agreement, MCCadvantage shall not be liable for loss of business, incidental or consequential damages, or costs in excess of billing for services related to the specific job. MCCadvantage is not liable for incidental or consequential damages, including revenue, even if MCCadvantage has been advised of the possibility of such loss or damage.

PERFORMANCE – MCCadvantage shall handle the laser printing and mailing of the Client's bills. Expected volumes are defined in schedule 1.0. MCCadvantage will receive data for the billing from the Client multiple times per month. MCCadvantage will receive data in a format mutually determined by both MCCadvantage and the Client. Data compression is allowed as mutually agreed to by MCCadvantage and Client. MCCadvantage shall simplex (one side) laser print the data on pre-printed forms as described in schedule 1.0. If required, MCCadvantage shall set up the form and program to include scan lines for intelligent inserting. The Client will then provide the matching criteria for such intelligent programming.

INSERTS - Client may request that inserts be included with mailings. The Client has the option of either providing the inserts or contracting with MCCadvantage Creative Services to provide inserts. Inserts provided by the Client are required to meet MCCadvantage's inserting equipment specifications. (A MCCadvantage specification sheet is available upon request.) Inserts provided by Client normally must arrive no earlier than two (2) weeks in advance of the first required mailing and no later than three (3) days before the first mailing day. Upon arrival, inserts are "Quality" checked to insure they meet specifications. At Client's request and MCCadvantage's approval, MCCadvantage may attempt to use inserts not meeting minimal specifications. However, additional costs may be assessed and/or mailings may be delayed. It is MCCadvantage's policy to ALWAYS work with the Client through issues that may arise and do what's best for the Client and their customer. Any unused inserts will be destroyed or returned at Client's request (shipping charges apply).

CLIENT RESPONSIBILITY - The Client agrees to:

- Transmit data files to MCCadvantage's FTP site in the method agreed upon according to the provided schedule.
- Ensure postage funds are available per specifications provided in "Scope of Work".
- Quality check data files in advance of sending to MCCadvantage.
- Provide camera ready artwork for graphics.
- Pay MCCadvantage for services billed (Net 30).
- Provide MCCadvantage insert specifications to Client's insert vendors (if other than MCCadvantage).
- Provide an explanation of billing record layout or mapping document to MCCadvantage.
- Meet USPS "NCOA" and "Move Update" requirements (unless done through MCCadvantage). If done through MCCadvantage, client agrees to update their records with matches per USPS requirements.
- Review and approve design of billing statements.
- Pay applicable state or sales tax.
- Pay for any unused forms of as a result of a format change or contract modification.
- Client is encouraged to QC billing statement content using PDF images during each mailing to insure statement quality.
- Client is required to sign off on parallel testing once completed to insure statements meet Client expectations.
- Client is required to sign off on "deployment" normally after the first month's mailings. The deployment period may be extended with mutual agreement from Client and MCCadvantage. At the conclusion of the deployment period, changes will be billed at Technical Services rates in accordance with Schedule 1.
- Client must approve billing statement layout at least 3 (three) weeks prior to deployment date. If not, an additional surcharge on the initial order of preprinted forms may apply.

MuniBill\$ QUOTATION SHEET FOR Town of Surfside Utilities

Schedule 1.0 – Fees for Goods & Services

<p>Custom Paper Bill</p> <ul style="list-style-type: none"> • Data processing & Simplex printing • Single 8½x11 document with 3½” perforated return, white, long-grain 24 lb bond paper stock, • #10 windowed envelope, white, 20 lb • Folding, inserting and delivery to USPS • CASS/PAVE certification of customer mailing list • Price does not include postage • Two color highlight (includes black print) • Address error reporting • Variable formatting of statements • Selective insert of inserts • Householding 	\$.16	Per bill
<p>Selectively included with your paper bill</p> <ul style="list-style-type: none"> • #9 single windowed reply envelope, white, 20 lb 	\$.01	Per bill
Initial programming and set-up. (Includes consultation on statement design)	\$800	One time
Optional: Market message on the statement (setup if required)	\$ 25	Per message
Optional: Subsequent pages to statement	\$.04	Per page
Optional: Technical Services (Including programming & insert composition if needed)	\$125	Per hour
Optional: Additional copies of statements or rework	\$.50	Each
Optional: Additional Inserts - (Does not include printing or design of insert)	.01	Each
Optional: CD/DVD archiving of billing data	\$25	Flat rate for CD/DVD creation and \$.01 per record per cycle
Freight, courier, shipping, etc. for items shipped at customer request.	Cost	Per Request
Optional: MCCadvantage Disaster Protection – 3 Years	N/C	Included
Optional: MuniBill E – Paperless emailing of statements to customers	\$.125	Per Bill
Optional: MuniBill PDF (includes processing & creation) 3 months online	N/C	Included
Optional: Statement Optimal Design Review & Consulting	N/C	Included
Optional: USPS NCOA (Endorsement)	N/C	Included
Optional: Late notices, final bills and cancellation notice (1-color black)	\$.17	Each
Optional: MuniView – Secure online viewing of statements (3 months available)	\$.015	Per record
Optional: MuniForwarding - NCOA forwarding of statements	\$.015	Per record
Optional: Inserts for statements are printed on MCC's site. Pricing available based on requested insert. Client may elect to purchase MCC inserts or elect to have them printed on shipped to MCC meeting inserting specifications.		Available upon request

Schedule 2.0 – Permanent Postage Deposit

Permanent Postage Deposit - Estimated volumes X .44 (All automated statements are manifested for tracking)	Est. Rate .44*
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*** All statements are mailed at the lowest possible qualifying postage rate (.335 is current 5 digit rate) The is a minimum USPS requirement of 500 pieces of qualifying mail to receive postage discount. If you your mail qualifies, it will be sent at the lowest possible rate.**

Schedule 3.0 – Credit Card Process Setup and Fee

The pricing below includes credit card processing setup by where payments are posted by the client via reports generated by our payment system. Output files may be generated which may be imported into your billing system depending on your billing system's requirements. Real-time processing is available but because of the complexity and customization required, programming and setup is billed at \$150 an hour. A typical setup takes 5 to 10 hours for setup and testing.

Volume Assumptions	Amount	MCCa	Unit Charge	Total Charge
Monthly Volume	1,500	Setup Fees		
Total Online Payment Rate	11.00%	EBPP Setup Fee	1,600.00	
CC Transactions	10.00%	Merchant Account Setup Fee	200.00	
ACH Transactions	1.00%	Echeck Setup Fee (optional)	100.00	
Monthly Transactions	165	Total Setup Fees	1,900.00	
CC Transactions	150			
ACH Transactions	15	Credit Card Transaction Fee Breakdown		
Average Monthly Bill	150.00	Merchant Account Monthly Fee	35.00	35.00
		Utility Transaction Interchange Fee	0.75	112.50
		Merchant Account Assessment Fee	0.11%	24.75
		Merchant Account Authorization Fee	0.085	12.75
		Payment Gateway Processing Fee	0.22%	49.50
		APF/NABU	0.0155	2.93
		MCCa Transaction Fee	1.50	225.00
		Total Monthly Credit Card Transaction Fees		462.43
		ACH Transaction Fee Breakdown		
		Merchant Account Monthly Fee	35.00	35.00
		ACH Transaction Fee	0.29	4.35
		MCCa Transaction Fee	1.50	22.50
		Total Monthly ACH Transaction Fees		39.35
		Average Convenience Fee needed to cover costs (without PDF images)		3.04
		PDF Viewing Fee (MuniView) - "" optional	0.01	15.00
		Average Convenience Fee needed to cover costs (with PDF images)		3.13

Schedule 4.0 – MCCadvantage Guarantee

MCCadvantage will deliver client bills/statements to USPS within an average of one (1) business day after applicable determination date. Determination date is based on timely delivery of customer data file to MCCadvantage at the agreed upon delivery dates and times. Files received before noon, are normally delivered to the USPS same day or next business day. MCCadvantage works closely with the USPS insuring timely delivery of statements taking advantage of USPS delivery efficiencies.

ADDITIONAL SERVICES

MCC and MCCadvantage can provide additional services/products under this contact. Any of the following services may be purchased pursuant to this contract.

Document Imaging and Records Management Software (Laserfiche) - MCCi offers Laserfiche (LF) Software and related services which provides a records repository allowing storage, retrieval and imaging of all documents. Capabilities include an intuitive browse window, index cards, full-text indexing, keyword template search, fuzzy word search, and virtually unlimited folders, giving users access to any document instantly.

Document Scanning Services (MuniScan) - MCCi offers scanning, indexing and integration of hard copy documents with Laserfiche Software to provide the Client with the most powerful index retrieval search engine available with the following features: intuitive browse window, index cards, and fuzzy logic.

Process Management Software (MuniTrackIt) - MCCi offers the MuniTrackIt Software (developed by Brandt Information Services, Inc.) which is a web based solution designed specifically for Government organizations. MuniTrackIt will save time and money by streamlining business processes.

Code Supplementation and Codification Services (MuniCode) - Municipal Code Corporation offers supplementation of existing Codes, Codification of Ordinances and Recodification of existing Codes. Our optional services include legal review, republishing, editorial and index work and electronic options (CD, Internet).

Creative Services - MCCadvantage can provide design and printing services of inserts. We have a creative team of talented graphic artists to help you quickly create statement inserts, newsletters or any other important customer communications at competitive rates.

Electronic Agenda Management (MuniAgenda) - MCCi offers MuniAgenda Software and related services which provides electronic automation and creation of Agendas

This proposal shall be valid for a period of ninety (90) days from the date appearing on the signature page of this proposal unless signed and authorized by MCC and the Client.

Term of Agreement This agreement shall begin upon execution by the parties hereto and continue for a period of 3 years with additional 1 year renewals with the agreement of both parties. This contract may be canceled with a 30 day written notice. Client will be responsible for unused paper stock if canceled for any reason other than MCC performance. This contract will auto-renew without notice.

Submitted by:

MUNICIPAL CODE CORPORATION ADVANTAGE
a division of Municipal Code Corporation

MCC Vice President: _____

Witness: _____

Date: _____

Accepted by:

Town of Surfside Utilities

By: _____

Title: _____

Witness: _____

Date: _____

ADDENDUM TO PROFESSIONAL SERVICES PROPOSAL

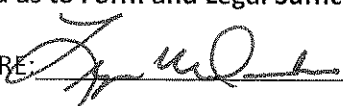
The following Addendum are terms and conditions incorporated into and form a part of the Professional Services Proposal for Billing Services ("Agreement") dated _____, between Municipal Code Corporation Advantage, a division of Municipal Code Corporation , a corporation authorized to transact business in the State of Florida (hereinafter referred to as "MCC") and the Town of Surfside, a Florida municipal corporation located in Miami-Dade County, Florida (hereinafter referred to as the "Town "or "Customer").

Addendum Controlling. In the event there is a conflict between the terms and conditions of the Addendum and of the Professional Services Proposal ("Agreement"), any standard, special or supplemental terms and conditions, or any attachments, exhibits or amendments not executed by the Town utilizing the same formalities as were used in the approval and execution this Agreement by the Town, and this Addendum, this Addendum shall control.

The following language will be added to the Agreement as between MCC and the Town:

1. Nothing in this agreement shall be deemed or otherwise interpreted as waiving the Town's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.
2. The Town Manager may, at any time, for convenience of the Town and for no cause, cancel the Agreement by giving MCC thirty (30) days prior written notice by certified mail, return receipt requested, which may be confirmed by an e mail or fax receipt, of the Town's cancellation which will be effective thirty (30) days from the date of such notice. MCC will be paid its actual fees and charges under the Agreement and shall have no other recourse against the Town besides seeking payment of its actual fees and charges through the effective date of cancellation.
3. The Town as a municipal corporation will never pay a late charge, or similar penalty or imposition, or a monthly late charge under any circumstances. MCC 's sole remedy for payments it claims are due are to receive simple interest at the rate of ten (10%) per cent per annum on the unpaid balance in accordance with the applicable provisions of the *Local Government Prompt Payment Act*, Chapter 218, Part VII, Fla. Stat. (2010), as amended.
4. Venue for any litigation between the parties shall be in Miami-Dade County, Florida. Each party shall bear their own respective attorney's fees.
5. The Agreement, as it may be renewed, will not be renewed for more than five (5) successive terms of one (1) year each. The total term of the Agreement, inclusive of any renewals, shall not exceed eight (8) years.
6. MCC will hold harmless, indemnify and defend the Town from any actions, claims, liabilities, suits or damages arising out of MCC's negligent actions or omissions under this Agreement including, without limitation, negligent acts or omissions by MCC, patent or copyright infringement claims for any software or hardware used by MCC, unfair trade practice claims, gross negligence, or willful and wanton actions or omissions of MCC.
7. No amendment to the Agreement, applicable terms and conditions, or any attachments, exhibits or amendments thereto will be binding upon the Town unless it has been approved by the Town Commission and executed by the Town Manager.

8. Confidentiality of documents. MCC understands the Town is subject to Florida's Public Records Act, Chapter 119, Fla. Stat. and that such books, records, documents and data maintained by the Town are public records unless expressly exempted by general law.
9. Any additional services will require compliance with the applicable Procurement Laws, Rules and Regulations and an amendment or other addendum executed by the parties.
10. Expressly superseding the automatic renewal without notice provision of the Agreement for this Agreement to renew this Agreement the Town Manager must, in writing, request such renewal at least thirty (30) days prior to the expiration of the current term or the Agreement will automatically expire at such time.

Accepted by Town of Surfside, A Florida municipal Corporation,	Authorized by MCC,
SIGNATURE: _____	SIGNATURE: _____
PRINT NAME: <u>Roger Carlton, Town Manager</u>	PRINT NAME: _____
DATE: _____	TITLE: _____
	DATE: _____
Attest:	
SIGNATURE: _____	
PRINT NAME: <u>Debra E. Eastman, Town Clerk</u>	
 Approved as to Form and Legal Sufficiency:	
SIGNATURE: <u></u>	
PRINT NAME: <u>Lynn M. Dannheisser, Town Attorney</u>	
DATE: _____	