

REQUEST FOR PROPOSAL

Assignment of Delinquent Real Estate Property Tax Liens for the Town of Newtown 2024-33

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Assignment of Delinquent Real Estate Property Tax Liens for the Town of Newtown 2024-33

1. LEGAL NOTICE

TOWN OF NEWTOWN  
REQUEST FOR PROPOSAL

Assignment of Delinquent Real Estate Property Tax Liens for the Town of Newtown 2024-33

Sealed bids of proposals will be received at the office of the Finance Director, Newtown Municipal Center,

3 Primrose Street, Newtown, Connecticut 06470, until but no later than:

**11AM Wednesday, June 26, 2024**

Proposals received after that date and time will be rejected.

The Purchasing Authority of the Town of Newtown reserves the right to accept or reject any or all options, or proposals; to waive any technicality in any proposal or part thereof, and to accept any proposal deemed to be in the best interest of the Town of Newtown.

The Town of Newtown is an Affirmative Action Employer – MBE/WBE are encouraged to bid. Information can be found on the Town of Newtown website under the Purchasing Department.

<https://www.newtown-ct.gov/purchasing-department>

Questions regarding this request for proposal should be directed to Kerri Mubarek, by e-mail at [kerri.mubarek@newtown-ct.gov](mailto:kerri.mubarek@newtown-ct.gov)

A. Jeffrey Capeci First Selectman

Glenys Salas Finance Director

PURCHASING AUTHORITY

Assignment of Delinquent Real Estate Property Tax Liens for the Town of Newtown 2024-33

## 2. PROJECT DESCRIPTION

The Town of Newtown (hereinafter known as "Town") is seeking proposals for the assignment of delinquent municipal property tax liens, pursuant to Conn. Gen. Stat. §§ 12-195h. The amount due to the Town on these delinquent real estate tax liens, listed on Schedule A attached hereto, currently totals approximately \$100,161.91. The sale will be conducted as a bulk sale transaction with one aggregate bid for all liens.

Respondents are required to submit two (2) copies and one (1) USB drive in pdf format of a sealed proposal by no later than **11:00 AM on Wednesday, June 26, 2024** at the Office of the Finance Director, located at Newtown Municipal Center, 3 Primrose Street, Newtown, CT 06470, and clearly marked "Assignment of Delinquent Real Estate Property Tax Liens for the Town of Newtown 2024-33"  
Proposals received after that date and time will be rejected.

Questions regarding this request for proposal should be directed to Kerri Mubarek, Purchasing Director, by e-mail at [kerri.mubarek@newtown-ct.gov](mailto:kerri.mubarek@newtown-ct.gov)

3. SCOPE OF WORK AND SPECIFICATIONS

The Town intends to assign the Delinquent Tax Liens identified in Schedule A to a third party in accordance with the provisions of the Connecticut General Statutes §12-195h, this RFP and the terms/conditions of the agreement document appended hereto as Schedule B, entitled, "AGREEMENT FOR THE ASSIGNMENT OF CERTAIN REAL PROPERTY TAX LIENS OF THE TOWN OF NEWTOWN," (hereinafter the "Assignment Agreement") which the Purchaser must execute without modification. The contract will comply in all respects with Conn. Gen. Stat. Sec. 12-195h.

A. WITHDRAWAL OF LIENS BY THE TOWN

Prior to Contract execution, the Town may withdraw, for any reason, any Delinquent Lien from the final list of Delinquent Liens to be assigned attached hereto as Schedule A. For example only, withdrawals will be permitted in the event of payment in full or in part to the Town or in the event of an agreement between the Town and the successful proposer (the "Purchaser") that any lien on the list is legally unenforceable under any local, state or federal law, or it is mutually agreed that the Town for any reason is not lawfully or otherwise entitled to assign such Delinquent Lien. In the event of any withdrawal, the purchase price shall be reduced by the proportion that such lien bears to all liens to be assigned. The final list of Delinquent Liens to be assigned ("Final List") shall be confirmed by the authorized signatures of both parties on the closing date, and shall be deemed final and binding.

B. PURCHASER'S DUE DILIGENCE

The Purchaser shall be solely responsible for exercising due diligence in evaluating any risk that may be associated with any Delinquent Lien or with any property listed on the Final List.

C. ADMINISTRATION OF ACCOUNTS

The Purchaser will be required to collect all accounts at its cost. The Purchaser should be explicitly prohibited from adding any additional collection fees to any redemptions other than that which is permitted in accordance with Conn. Gen. Stat. §12-195h, or awarded through a court. The Purchaser shall provide the City with a report, on a monthly basis, which lists all accounts on the Schedule and the status of each as to collection ("Monthly Report"). Each proposal shall include a form of the Monthly Report.

The Purchaser shall not institute an action to foreclose any lien on the Final List for a period of one (1) year from the date the Assignment is recorded on the Newtown Land Records.

D. PURCHASE OF FUTURE ASSIGNED LIENS

Until such time as the Delinquent Liens and any Future Assigned Liens (as defined below) have been paid in full, the Purchaser must also purchase all future liens on subsequent Grand Lists for properties on the Final List ("Future Assigned Liens"). The assignment of these Future Assigned Liens shall be done in the same manner as set forth in this RFP and shall be subject to all requirements of law existing at the time of purchase. Assignment and payment for each Future Assigned Lien is to be made after the date of the Town's filing of the lien continuation certificate. Payment for each Future Assigned Lien is to be made at full value (without any premium), including the full amount of total tax and interest due as of the date of payment.

The terms of this RFP and all subsequent agreements between the Purchaser and the Town shall also apply to the sale of Future Assigned Liens.

In the event a Future Assigned Lien is not purchased as outlined above, the Purchaser agrees to each of the following conditions:

- (1) Such Future Assigned Lien retained by the Town shall have priority over all prior Delinquent Liens assigned to the Purchaser with respect to such property;
- (2) The Town shall retain the right to enforce any such Future Assigned Lien in any manner provided by law, including tax sale under Conn. Gen. Stat. § 12-157 or assignment under Conn. Gen. Stat. §§ 12-195h; and
- (3) Its receipt of any payment of Delinquent Liens must be paid over first to the Town in satisfaction of any such Future Assigned Liens retained by the Town, until such retained Future Assigned Liens are paid in full and their continuing certificates are released.

#### 4. EVALUATION OF CRITERIA

All candidates will be evaluated, but not limited to, the following criteria:

- a) Background and experience in providing this service to municipalities.
- b) Demonstrated success on previous projects.
- c) Credentials of staff.
- d) Organizational stability.
- e) Effective communication, accuracy of response, and compliance of requirements.
- f) Prior work experience and its relevance to this engagement.
- g) Documented ability to provide the services requested.
- h) Knowledge of federal and state programs, requirements and regulations.
- i) Review of references.

Interviews may be requested at Town's own discretion. The Town will review all proposed qualifications submitted in response to this solicitation for conformity with the qualifications sought in connection with this engagement. Upon award selection, the Consultant will be expected to enter into contract with the Town of Newtown.

The Town reserves the right to reject any and all proposals and to waive any informality in the process. It shall be understood that the award made by the Town shall be final and conclusive and without recourse or appeal by the remaining consultants/firms. The successful consultant/firm will be expected to execute a standard contract for professional services as approved by the Town of Newtown.

5. TIMELINE OF THE RFP PROCESS

The following timeline has been tentatively established:

RFP Release	Thursday, June 6, 2024
Questions to be submitted by	Friday, June 14, 2024 by EOD
Answers completed and posted	Wednesday, June 19, 2024 by EOD
<b>RFP Submission Date</b>	Wednesday, June 26, 2024 by 11AM
RFP Awarded	TBD

6. SEALED BID REQUEST –

**TOWN OF NEWTOWN  
INSTRUCTIONS FOR BIDDERS  
TERMS AND CONDITIONS OF BID**

**Page 1 of 7**

All bids must be submitted with two (2) copies and one (1) USB drive in pdf format using the below cover sheet and Bid Form (Pages 1-7) in a sealed envelope clearly marked with the name of the Bidder, its address and the project title

“Assignment of Delinquent Real Estate Property Tax Liens for the Town of Newtown 2024-33”  
including all outer packaging such as DHL, FedEx, UPS, etc.

All prices and notations must be printed in ink or typewritten. No erasures are permitted. Bids are to be received by the Purchasing Authority at the office of the Finance Director at Newtown Municipal Center, 3 Primrose Street, Newtown, CT 06470; by no later than **11:00 AM on Wednesday, June 26, 2024**, at which time they will be publicly opened.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Contact Name and Email: \_\_\_\_\_

1. Have you been in litigation for any errors or omissions from projects from the past five (5) years? \_\_\_\_\_
2. Are you on the state or local debarments list for the Dept. of Administration Services?  
\_\_\_\_\_

In the event that the Contractor does not perform the work in accordance with the specifications and /or scope of services, the Town reserves the right to terminate the contract upon ten (10) days’ written notice.

Company Name \_\_\_\_\_

**Total Purchase Price/ Payment Proposal:**

Total Cost

\$ \_\_\_\_\_

Please list any exceptions to the specifications and include a bulleted detailed breakdown of work included.

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**Provide information regarding number of years in business, size of firm, and location.**

Number of years in business: \_\_\_\_\_ Number of employees: \_\_\_\_\_ (full time) \_\_\_\_\_ (part time)

**Has your organization ever failed to complete any contract awarded to it?**

Yes \_\_\_ No \_\_\_

If yes, describe circumstances on attachment.

**Has any Corporate officer, partner, joint venture participant or proprietor ever failed to complete a contract awarded to him or her in their own name or when acting as a principal of another organization?**

Yes \_\_\_ No \_\_\_

If yes, describe circumstances on attachment.

**In the last five years, has your organization ever failed to substantially complete a project in a timely manner?**

Yes \_\_\_ No \_\_\_

If yes, describe circumstances on attachment.

The Bidder hereby certifies that any and all defects, errors, inconsistencies or omissions where identified in the Bid Documents, of which he/she is aware, either directly or by notification from any sub-bidder, are listed herewith in this Bid Form.

Business Name of Bidder: \_\_\_\_\_

By Bidder's Authorized Representative:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**REFERENCES**

Provide at least three (3) reference and details of most recent similar scope projects performed, including all information requested. This page must be completed as part of the sealed bid requirements. It is the Town’s intent to communicate with the references listed herein.

If Bidders wish to keep their references confidential, this page may be removed from the packet and submitted with the bid in a separate sealed envelope inside master sealed bid and marked “REFERENCES- CONFIDENTIAL”. The Town of Newtown is not responsible for maintaining confidentiality of the references unless this procedure is followed.

**REFERENCE #1:**

Client/Organization Name \_\_\_\_\_ Phone \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Project Name and Address \_\_\_\_\_  
Service Dates: Start Date \_\_\_\_\_ Complete Date \_\_\_\_\_  
Services Performed \_\_\_\_\_ Fees for Services \_\_\_\_\_

**REFERENCE #2:**

Client/Organization Name \_\_\_\_\_ Phone \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Project Name and Address \_\_\_\_\_  
Service Dates: Start Date \_\_\_\_\_ Complete Date \_\_\_\_\_  
Services Performed \_\_\_\_\_ Fees for Services \_\_\_\_\_

**REFERENCE #3:**

Client/Organization Name \_\_\_\_\_ Phone \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Project Name and Address \_\_\_\_\_  
Service Dates: Start Date \_\_\_\_\_ Complete Date \_\_\_\_\_  
Services Performed \_\_\_\_\_ Fees for Services \_\_\_\_\_

**Addendum Acknowledgement Form:**

Note: the Bidder is to complete, sign and date this form. The completed form shall be submitted with the Bid Form in accordance with information in GENERAL INSTRUCTIONS; ADDENDA/ REQUESTS FOR INFORMATION (RFI).

The undersigned, as Bidder's Authorized Representative, acknowledges receipt of the following Addenda and that the modifications to the Bid Documents noted therein have been considered and all costs related thereto are included in the Bid Prices:

Addendum # \_\_\_\_\_ Date Issued \_\_\_\_\_

Addendum # \_\_\_\_\_ Date Issued \_\_\_\_\_

Addendum # \_\_\_\_\_ Date Issued \_\_\_\_\_

Business Name of Bidder: \_\_\_\_\_

By Bidder's Authorized Representative:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**STATEMENT OF NON-COLLUSION**

In submitting this bid/proposal, the undersigned declares that this is made without any connection with any persons making another bid/proposal on the same contract; that the bid/proposal is in all respects fair and without collusion, fraud, or mental reservation; and that no elected or appointed official of the Town, or any person or entity in the employ of the Town of Newtown, is directly or indirectly interested in said bid proposal or in the supplies or work to which it relates, or in any portion of the profits thereof, except as permitted under the Town of Newtown Policies. The Town of Newtown and its agents shall refrain from entering into contracts with or purchasing goods or services from any firm or individual who has a sales representative or owner employed by or acting as an official of the Town of Newtown.

In submitting this bid, the undersigned further declares and certifies that a) it has not, and will not induce or attempt to induce any Town of Newtown employee or officer to violate the Town of Newtown Policies in connection with its bid to provide goods or services under, or otherwise in the performance of, such contract and b) if any person in the employ of the Town of Newtown or elected or appointed official has a direct or indirect interest in Vendor or any supplier or Subcontract expected to be involved with the contract, such person or entity is in compliance with the Policies established by the Town of Newtown.

The undersigned further understands that the above declarations are material representations to the Town of Newtown made as a condition to the acceptance of the bid proposal. If found to be false, the Town of Newtown retains the right to reject said bid/proposal and rescind any resulting contract and/or purchase order and notify the undersigned accordingly, thereby declaring as void said bid/proposal and contract or purchase order.

By signing the below, the undersigned acknowledges reviewing and understanding the Non-Collusion and Town of Newtown Policies contained and/or referenced herein and confirms compliance with the contents:

Authorized Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Bidder's Company Name \_\_\_\_\_

Date \_\_\_\_\_

**ATTESTATION OF BID SUBMISSION**

The undersigned hereby declares and certifies under the penalties of perjury that this Bid is in all respects bona fide and fair; that the only persons or parties interested in this Bid as principals are as stated; that the Bid is made without any collusion with other persons, (as defined below) and that the Bid prices shall cover all expenses incurred in providing the specified Bid Items, performing and completing all Work and /or Services and furnishing all equipment, labor and materials, etc. as required by the Bid Documents, of which this Bid Form is a part. As used in this section, the word "person" shall mean any natural person, joint venture, partnership, corporation, limited liability company or other business or legal entity.

In the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using the estimated quantities and unit prices (in words), where applicable, shall govern in determining the Total Bid Price.

The undersigned also agrees that any quantities indicated are for Bid comparison purposes only and are not represented to be actual quantities to be procured and/or required for completion of the Work. The Town of Newtown may terminate the contract during its term on sixty (60) days advance written notice with no penalty.

Respectfully submitted by bidder:

Business Name of Bidder \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Email \_\_\_\_\_

Business Phone Number \_\_\_\_\_

Cell Phone Number \_\_\_\_\_

**RIGHT TO ACCEPT / REJECT**

**AFTER REVIEW OF ALL FACTORS, TERMS AND CONDITIONS, INCLUDING PRICE, THE PURCHASING AUTHORITY OF THE TOWN OF NEWTOWN RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, OR ANY PART THEREOF, OR WAIVE DEFECTS IN SAME, OR ACCEPT ANY PROPOSAL DEEMED TO BE IN THE BEST INTEREST OF THE TOWN OF NEWTOWN.**

**QUESTIONS**

Questions concerning conditions, bidding guidelines and specifications **should be directed in writing** to:

**Kerri Mubarek: [kerri.mubarek@newtown-ct.gov](mailto:kerri.mubarek@newtown-ct.gov)**

Inquiries must reference date of bid opening, requisition or contract number, and must be received **no later than as indicated in the bid documents**. Failure to comply with these conditions will result in the bidder waiving the right to dispute the bid specifications and conditions.

**7. BID BOND**

The BID BOND furnished, as bid security, must be duly executed by the bidder as principal. It must be in the amount of \$10,000, as guarantee that, in case the contract is awarded to the bidder, the bidder will, within ten days thereafter, execute such contract. The Town of Newtown reserves the right to retain the successful proposer's check should the original terms of the awarded bid not be executed.

Small businesses may elect to obtain an irrevocable letter of credit or cashier's check in lieu of the Bid Bond. Such surety must also be in an amount equal to \$10,000 of the total estimated bid.

All bid bonds shall be written by a surety company or companies licensed to issue bonds in the State of Connecticut, and shall have at least an A-VII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if an approved surety bond cannot be provided, the bidder shall be deemed non-responsive.

A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website; [https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570\\_a-z.htm](https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm)

**NOTE: Failure to provide a Bid Bond or equivalent security is not cause for a waiver defect. Any bid not accompanied by such security will be excluded from consideration. No exceptions.**

This bid bond/check will be returned once all terms of the bid have been met, and a contract has been signed. Newtown Public Schools reserves the right to retain the bid bond should the original terms of the awarded bid not be executed.

## **8. INSURANCE REQUIREMENTS – NOT REQUIRED**

### **Cancellation, Renewal and Modification**

The Contractor shall maintain in effect all insurance coverage's required under this agreement at the Contractor's sole expense and with insurance companies acceptable to the Town. The policies shall contain a provision that the coverage will not be cancelled or non-renewed until at least 30 days prior written notice has been given to the Town.

### **INDEMNIFICATION:**

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Town, and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions, from and against any/all claims, actions, damages, losses and expenses, including but not limited to attorney's fees, for any actual or alleged injury to any person or persons, including death, or any damage to or destruction of property, arising out of or in connection with the project.

The Contractor's obligation to hold harmless, defend and indemnify the Town, and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions, extends to the use, conduct or management of the project by any licensee, partner, director, officer, agent, employee, volunteer, invitee, contractor or subcontractor of the Contractor.

### **FEDERAL, STATE, AND LOCAL LAWS**

All applicable Federal, State and local laws, rules and regulations of all authorities having jurisdiction over the locality of the project shall apply to the contract and are deemed to be included herein. If the total amount of the project, including any current or future change orders, exceeds \$100,000.00 all work is to be done in accordance with the Connecticut Department of Labor (CT DOL) rules and regulations; that is conditions of Prevailing Wage shall apply. All current prevailing wage information may be accessed online at no cost at <http://www.ctdol.state.ct.us/> (The Town will apply the most current wage decision applicable at the time of contract award.

CONFLICT OF INTEREST

No officer or employee or member of any elective or appointive board, commission or committee of the Town, whether temporary or permanent, shall have or acquire any financial interest gained from a successful bid, direct or indirect, aggregating more than one hundred dollars (\$100.00), in any project, matter, contract or business within his/her jurisdiction or the jurisdiction of the board, commission, or committee of which he/she is a member. Nor shall the officer / employee / member have any financial interest, direct or indirect, aggregating more than one hundred dollars (\$100.00) in any contract or proposed contract for materials or services to be furnished or used in connection with any project, matter or thing which comes under his/her jurisdiction or the jurisdiction of the board, commission, committee of which he/she is a member.

SCOPE OF WORK/SITE INSPECTIONS

The bidder declares that the scope of the work has been thoroughly reviewed and any questions resolved (see above for name and number of individual to contact for questions). If applicable, the bidder further declares that the site has been inspected as called for in the specifications (q.v.).

EXCEPTION TO SPECIFICATIONS

No protest regarding the validity or appropriateness of the specifications or of the Invitation for Bids will be considered, unless the protest is filed in writing with the Purchasing Authority prior to the closing date for the bids. All bid proposals rendered shall be considered meeting the included specifications unless exceptions are noted on a separate page dated and signed by the bidder.

UNLESS OTHERWISE NOTED

It will be assumed that all terms and conditions and specifications will be complied with and will be considered as part of the Bid Proposal.

TAX EXEMPT

Exempt from State Sales Tax under State General Statutes Chapter 219-Section 12-412 Subsection A.

No exemption certificates are required and none will be issued.

CT State- 0459289-000

Federal – 06-600204



AMBIGUITY IN THIS REQUEST FOR QUALIFICATIONS

Prior to submitting a response to this request, it is the responsibility of the Consultant to bring to the attention of the Purchasing Department any ambiguity in this request. Not to do so shall result in the Consultant forfeiting any claim for adjustment based on such ambiguity as should have been noted by the prudent Consultant.

9. PROPRIETARY INFORMATION

This RFP and one copy of each original proposal received, together with copies of all documents pertaining to the award of a contract, shall be retained by the Town of Newtown and made part of a file or record which shall be open to public inspection after contract is finalized.

10. AGREEMENT AND SCHEDULE

AGREEMENT FOR THE ASSIGNMENT OF  
CERTAIN REAL PROPERTY TAX LIENS  
OF THE TOWN OF NEWTOWN

This Agreement is entered into by and between the Town of Newtown, a municipal corporation located in the County of Fairfield and organized and existing under and by virtue of the laws of the State of Connecticut (hereinafter referred to as the "Town") and \_\_\_\_\_, a \_\_\_\_\_ company organized and existing under the laws of the State of \_\_\_\_\_, (hereinafter referred to as the "Assignee") on the \_\_\_ day of \_\_\_\_\_, 2024

WHEREAS, the Town, is the owner and holder of certain tax liens filed pursuant to the provisions of §12-173 of the Connecticut General Statutes by its tax collector to secure unpaid taxes on real property, which liens (hereinafter referred to as the "Tax Liens" or "Delinquent Tax Liens") are more particularly described in Schedule A attached hereto and hereby made a part hereof; and

WHEREAS, pursuant to the provisions of §12-195h of the Connecticut General Statutes, as amended from time to time, the Town seeks to assign said Tax Liens to the Assignee; and,

NOW THEREFORE, in consideration of the premises herein contained, and for other good and valuable consideration, the Parties agree as follows:

1. Assignment

The Town shall assign to the Purchaser, pursuant to Connecticut General Statute Sections CGS 12-195h, all its right, title and interest in and to the liens listed on Schedule A, attached hereto and made a part hereof (the "Assigned Liens"). A document evidencing such assignment shall be executed and delivered to the Purchaser on payment of the Purchase Price as provided for in paragraph 2 hereof.

2. Purchase Price

In consideration for the assignment of the Assigned Liens, the Assignee agrees to pay the Town the Purchase Price of \$ **XXX** on or before \_\_\_\_\_ (hereinafter referred to as the "Closing Date"), which sum is derived from the Assignee's bid as adjusted pursuant to the provisions of the RFP. The Purchase Price shall be paid in full on the Closing Date, unless such date is extended by the written

mutual agreement of the parties hereto, by wire transfer to an account designated by the Town or by certified or bank check issued by a Connecticut banking institution.

All costs, expenses and fees which shall be incurred in any way with regard to the collection of amounts secured by the Tax Liens, including any costs, expenses or fees associated with prospective actions to foreclose the Tax Liens shall be the sole responsibility of and at the sole expense of the Assignee.

### 3. Assignment of Future Tax Liens

The Town will, at its option, and with the consent of the Assignee, assign to the Assignee future tax liens (hereinafter referred to as the "Future Tax Liens") relating to the same property as a previously Assigned Lien. Assignment and payment for each Future Tax Lien is to be made after the date of the Town's filing of the lien continuation certificate. Payment for each Future Assigned Lien is to be made at full value (without any premium), including the full amount of total tax and interest due as of the date of payment. Each such assignment shall be completed in the same manner as the initial assignments hereunder and shall be subject to all applicable provisions of the RFP and to all of the provisions of this Assignment Agreement relating to Assigned Liens as well as to all provisions of law existing at the time of the assignment.

Any such Future Tax Lien that the Assignee has not elected to obtain through assignment in accordance with this section shall continue as a lien upon the subject property and shall have priority over any and all liens on the subject property previously assigned to the Assignee. The Town shall be entitled to enforce payment of any tax delinquency secured by any such lien in any manner permitted by law. Any receipt of tax payments by the Assignee with respect to property that is subject to a Future Tax Lien that the Assignee has not elected to obtain through assignment shall be paid to the Town, until said Future Tax Lien has been paid in full.

The terms of the RFP and all subsequent agreements between the Purchaser and the Town relating to Delinquent Tax Liens shall also apply to Future Tax Liens.

### 4. Administration of Accounts

Upon the assignment of the Assigned Liens by the Town to the Assignee, Assignee will administer all such liens at its sole cost and expense.

Within sixty (60) days following a tax lien assignment, the Assignee shall notify the property owner of each property which is subject to an Assigned Lien that the assignment has occurred and that future payments should be made to the Assignee and not to the Town. The Assignee shall make a toll-free number available for use by taxpayers in contacting the Assignee.

The Assignee shall report to the Town on a monthly basis concerning the status of all Assigned Liens. Said report shall provide the Town with such information as will fairly inform it of the status of all unpaid taxes, interest and fees on the subject properties.

#### 5. Recordings

The Assignee shall be responsible at its sole cost and expense for the recording of the Assignment document, any necessary and appropriate releases and any other documents deemed necessary by either party hereto.

#### 6. Enforcement of Tax Liens

Without waiving any rights it may have as a result of the assignment of the Assigned Liens, the Assignee represents that it will make a reasonable attempt to work out the payment of the delinquent taxes, interest and fees secured by the Assigned Liens without instituting foreclosure or similar litigation. The Town agrees that the Assignee may in its sole discretion enter into any form of payment plan with respect to the payment of all or any part of an Assigned Lien. The Town recognizes however that the collection of debts secured by tax liens must proceed within certain statutory time frames and that the Assignee cannot jeopardize its position with regard to such liens. Accordingly, the Assignee may enforce the Assigned Liens in any manner permitted pursuant to the provisions of the Connecticut General Statutes once reasonable efforts to arrange for voluntary payment of the delinquencies have failed. However, the Assignee shall not institute an action to foreclose any lien on the Final List for a period of one (1) year from the date the Assignment is recorded on the Newtown Land Records;. The Assignee shall be specifically prohibited from assessing any additional collection fees to any redemptions other than that which is permitted pursuant to Conn. Gen. Stat. § 12-195h. **Provided however that in no event shall the Assignee name the Town as a defendant in any foreclosure action.**

The Assignee may not assign any or all of its interests, rights and obligations under this Agreement with respect to the Assigned Liens without the prior written consent of the Town, which shall not be unreasonably withheld. In the event of any such assignment, sale or conveyance, the provisions of the RFP and of this Assignment Agreement and any amendments hereto or thereto shall be binding upon the heirs, successors and assigns of the parties hereto and of the subsequent assignee. Any assignment, sale or conveyance by the Assignee of any Delinquent Tax Lien, or any interest therein, shall not modify, relieve, terminate or discharge any of the Assignee's obligations under this Assignment Agreement or the RFP, except as agreed to by the Town.

#### 7. Management of Properties

In the event that the Assignee shall become the owner of any property which was subject to an Assigned Lien, the Assignee agrees to maintain said property in accordance with all applicable federal, state and local codes, laws, ordinances and regulations. In addition, the Assignee agrees that upon acquisition of title to any such property, it shall pay all municipal taxes in a timely manner as they fall due.

## 8. Indemnification

The Assignee represents that it will fully comply with all relevant local, state and federal laws, codes, ordinances and regulations in the enforcement or collection of any Assigned Liens.

The Assignee shall indemnify, hold harmless and defend the Town, its employees, officers, officials and agents, including any of the foregoing sued as individuals, from any lawsuit, counterclaim or administrative proceeding seeking money damages, refund or discharge of taxes, equitable or other relief of any kind, arising from or in connection with (i) the exercise of the power and authority granted by this Agreement over the Assigned Liens (ii) any unlawful act in connection with the collection efforts by the Assignee (iii) the institution of foreclosure of any of the Assigned Liens in violation of applicable law (iv) any violation of any state or federal securities or blue sky law, statute, rule or regulation (v) any other acts of the Assignee, its officers and employees, to collect amounts secured by the Assigned Liens or Future Liens or (vi) any inaccuracy or misrepresentation in or breach of any representations, warrants, covenants or agreements made by Assignee in this Agreement. Such indemnification shall include payment of any judgment as well as any legal fees or costs incurred by the Town.

## 9. Representations and Covenants

The Town does not make any representations as to the value, condition or legal status of the subject properties or Assigned Liens, Assigned Future Liens, or the debts secured thereunder. The Town hereby represents and warrants to Assignee and its assigns, all of the representations are true, complete and correct in all respects as of the date hereof and as of the Closing Date, as follows:

- a. The Town represents that the Purchase Price paid for the Assigned Liens shall be accepted by the Town as correct and accurate reflection of the sums due and owing for the assignment of said liens;
- b. The Town represents that the information concerning the Assigned Liens is the same information as contained in the records of the Newtown Tax Collector with respect to such liens. In the event that the information provided by the Town to the Assignee is incorrect, and in reliance upon said information the Assignee has overpaid the Town, the Town agrees to promptly refund any overpayment to the Assignee;
- c. The Assignee shall be responsible for exercising due diligence in evaluating any risk that may be associated with any Assigned Lien. Unless otherwise set forth herein, the Town makes no representations or warranties as to the title to any property or as to the collectability of any Assigned Lien. However, in the event that a court of competent jurisdiction determines, by a final, non-appealable judgment, that any Assigned Lien on the Final List is unenforceable due to the negligence or error of the Town, the Town shall refund a pro rata portion of the Purchase Price, without interest, based upon the ratio of the value of the unenforceable lien or liens, including principal, interest and other charges identified in Schedule A, to the total value of all of the liens on the list. Similarly, if any Future Tax Lien is judicially declared to be unenforceable, the Town shall refund the amount paid for the assignment of said lien to the Assignee, without interest. The Assignee shall thereupon reassign the said lien or liens to the Town.

d. The Town is the sole owner of and possesses full right, title and interest in and to each of the Assigned Liens; such Assigned Liens and all interest and rights therein are freely assignable to the Assignee to the fullest extent permitted under Connecticut law and there has been no prior assignment of the Assigned Liens;

e. There is no action, suit, claim or proceeding pending or, to the best of its knowledge, threatened against the Town, whether at law or in equity, before any court or by or before any other governmental commission, board, bureau, agency or instrumentality that, if determined adversely to the interests of the Town, could have a material adverse effect upon the ability of the Town to perform its obligations hereunder.

f. As to each of the Assigned Liens:

1. The assignment of such Assigned Liens hereunder constitutes a legal, valid and binding transfer of such Assigned Lien to the Assignee;
2. Neither the Assigned Lien nor the underlying tax obligation have been waived, modified, altered, satisfied, redeemed or subordinated in any respect or rescinded, and the related property securing the payment of same has not been released in whole or in any part, nor has any instrument been executed that would affect any such cancellation, subordination, rescission or release;
3. Each Assigned Lien constitutes a valid enforceable lien against the related property, subject to no prior liens or encumbrances retained by the Town, and enjoying such first priority with respect to any other liens or encumbrances;
4. Such Assigned Lien secures the obligation to pay an amount equal to the full aggregate tax on such Assigned Lien;
5. Upon the completion of the sale of each such Assigned Lien pursuant to this Agreement and as permitted by law, the Assignee shall have received from the Town and shall have and possess the same powers and rights at law or in equity as the Town and the tax collector would have had if the Assigned Liens had not been assigned with regard to the precedence and priority of such lien, the accrual of interest and the fees and expenses of collection; and
6. Such Assigned Liens have been levied by the Town and the Town has given the applicable taxpayer notice thereof in accordance with the pertinent Connecticut statutes and any other applicable law, and the levying of such Assigned Liens and the giving of such notice will not conflict with or result in a breach or constitute a default under any provision of the Connecticut statutes or other applicable laws.

The Town further covenants with the Assignee as follows:

a. The Town has legal authority to assign and transfer the Assigned Liens and the Town has performed all necessary actions and obtained such approvals from the Legislative Council and from all other appropriate Town officers as is required by state or local law;

b. The Town agrees that it shall take no further action in collecting the taxes secured by the Assigned Liens after the date of closing with respect to each such lien and that any taxpayer seeking to pay the same shall be referred to the Assignee for payment arrangements;

c. In the event that payments are received by the Town for any such Assigned Lien the Town agrees to promptly forward such sums to the Assignee, provided that the Assignee is in compliance with all terms of this Agreement and the RFP;

d. The Town shall provide to the Assignee, upon request, such information which the Town has in its possession, obtained in the ordinary course of business, regarding the Assigned Liens, excluding title searches, in order that the Assignee may process and administer the same.

#### 10. Representations and Covenants by the Assignee

The Assignee represents that to the best of its

knowledge:

a. It has full authority to purchase the Assigned Liens and that it is neither under any legal disability nor subject to any threatened or pending litigation which would adversely affect its ability to perform any of the duties or obligations imposed upon it by the RFP or by this Assignment Agreement;

b. The Assignee is qualified to do business in the State of Connecticut and authorizes the Secretary of State to accept service of process on its behalf with respect to any dispute, which may arise out of the Assignee's performance of the terms of this Agreement;

c. Either the transactions contemplated by this Agreement shall be in compliance with all applicable state and federal laws, or that such transaction shall be exempt from such securities laws;

d. Its source of funds for financing this assignment are lawful and exempt from the application of any civil forfeiture provision of any state or federal law with respect to funds derived from a criminal enterprise and hereby agrees to indemnify the Town for any liability or loss the Town incurs due to the application of such laws to any funds transferred by the Assignee to the Town in connection with this Agreement or the Assignment.

The Assignee covenants with the Town as follows:

a. In collecting or enforcing any tax liens subject to this Agreement, the Assignee shall not discriminate against any person on the basis of sex, race, color, creed, age or national origin and shall at all times comply with all local, state and federal anti-discrimination laws, rules and regulations. The Assignee agrees to comply with all relevant local, state and federal laws and regulations pertaining to tax collection practices and procedures, including but not limited to provisions of the Connecticut General Statutes governing tax collection and the statutory rate of interest and to provide releases upon payment of liens in the manner required by law;

c. The Assignee shall keep on file with the Newtown Tax Collector a corporate resolution which sets forth the current address of the Assignee for payment purposes and which resolution shall be accompanied by the corporate secretary's certification;

d. Upon the resolution of all Assigned Liens the Assignee shall provide a full and final accounting in a form acceptable to the Town and shall not terminate its responsibilities pursuant to this Agreement without the written consent of the Town.

#### 11. Default

1. If the Assignee breaches any of its representations, warranties or covenants made hereunder, does not comply with any of its duties and obligations hereunder or is otherwise not in compliance with this Agreement, the Assignee shall be in default hereunder and the Town shall have the right to exercise any rights that it may have pursuant to the terms of this Agreement, or in law or equity with respect to such breach or noncompliance by the Assignee.

2. If the Town breaches any of its representations, warranties or covenants made hereunder, does not comply with any of its duties and obligations hereunder or its otherwise not in compliance with this Agreement, the Town shall be in default hereunder and the Assignee shall have the right to exercise any rights that it may have pursuant to the terms of this Agreement, or in law or equity with respect to such breach or noncompliance by the Town.

#### 12. Remedies

The remedies provided for in this Agreement shall be cumulative, and shall not preclude assertion by either party of any other rights or the seeking of any other remedies against the other party and shall not limit the right of any party hereto to take any other action available at law or in equity.

#### 13. Benefit of Agreement

This Agreement and all of the right and obligations hereunder shall inure to the benefit of and are binding upon the parties hereto and their respective successors and permitted assigns only, and shall not be to the benefit of any third parties, except that the owner of the property for which the lien has been filed shall be a third-party beneficiary entitled to enforce the covenants and responsibilities of the assignee as contained in this Agreement.

#### 14. Severability

If any one or more of the provisions or terms of this Agreement shall be held invalid for any reason whatsoever, then such provisions or terms shall be ineffective to the extent of such invalidity or unenforceability, shall be deemed void and severable from the remaining provisions and terms of the Agreement and shall not affect the validity or enforceability of such other provisions or terms herein. If there is any conflict between this Agreement and the RFP, this Agreement shall control.



15. Amendments; Waivers

This Agreement may be amended or terminated only by a writing signed by both parties hereto. Compliance with any provision hereof may not be waived by the Assignee or by the Town, unless such amendment or waiver is consented to in writing by the other party hereto.

16. Notices

All notices required or permitted under this Agreement shall be given to the parties in writing at their respective addresses set forth below:

If to the Town: Erin B. Scott, CCMC  
Tax Collector  
Town of Newtown  
3 Primrose St.  
Newtown, Connecticut 06470

If to the Assignee:

**XXX**

17. Binding Effect

This Agreement shall be binding upon the parties hereto, their successors and assigns and shall be construed in accordance with the laws of the State of Connecticut. All disputes must be brought in courts in the State of Connecticut.

18. Miscellaneous

The Section headings of this Agreement are for convenience of reference only and do not form a part hereof and do not in any way modify, interpret, or construe the intentions of the parties. Delivery of an executed signature page to this Agreement, or any other Assignment Documents, by facsimile transmission or email transmission (of scanned documents) shall be as effective as delivery of a manually signed counterpart of this Agreement or such other Assignment Document.

19. Conditions of Closing

The obligations of the parties hereto to consummate the transaction contemplated hereby shall be subject to the satisfaction of the following conditions precedent:

- (a) Execution and delivery of this Agreement by duly authorized parties;
- (b) Execution and delivery by the Town of the Assignment of Municipal Tax Liens (Schedule B);
- (c) Payment by the Assignee to the Town of the Purchase Price as of the Closing Date in accordance with payment instructions provided by the Town;

- (d) Execution and delivery by the Town of an acceptable authorization to assign the Assigned Liens;
- (e) Execution and delivery by an authorized officer of the Assignee of a certificate as to address for payments and notices; and
- (f) Delivery to the Assignee by the Town of certified copies of Assigned Lien certificates.

20. Effective Date

This Agreement shall be effective upon the last date of execution by either party hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TOWN OF NEWTOWN  
By: \_\_\_\_\_  
A. Jeffrey Capeci  
Its First Selectman

XXX  
By: \_\_\_\_\_  
By:  
Title:

STATE OF CONNECTICUT )  
) SS: Newtown , 2024  
COUNTY OF FAIRFIELD )

Personally appeared A. Jeffrey Capeci, First Selectman of the Town of Newtown, who acknowledged the same to be his free act and deed and the free act and deed of the Town of Newtown before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public  
My Commission Expires:  
Commissioner of the Superior Court

Schedule A

<u>UID#</u>	<u>BILL #</u>	<u>NAME</u>	<u>PROPERTY LOCATION</u>	<u>TAX</u>	<u>INTEREST</u>	<u>FEES</u>	<u>TOTAL</u>
00012600	2021-1-3114	FANNING JAMES	19 PLUMTREES RD	\$7,213.39	\$1,623.01	\$24.00	<b>\$8,860.40</b>
00012600	2022-1-3119	FANNING JAMES	19 PLUMTREES RD	\$12,199.24	\$1,646.90	\$24.00	<b>\$13,870.14</b>
00069800	2021-1-3313	CAMBIZACA EDGAR	151 BOGGS HILL RD	\$2,668.03	\$720.37	\$24.00	<b>\$3,412.40</b>
00069800	2022-1-1419	CAMBIZACA EDGAR	151 BOGGS HILL RD	\$4,716.12	\$636.68	\$24.00	<b>\$5,376.80</b>
00106600	2021-1-3057	ESTATE OF ANNAMAE B GROSSMAN	51 MT. PLEASANT RD	\$1,435.62	\$193.81	\$24.00	<b>\$1,653.43</b>
00106600	2022-1-3062	ESTATE OF ANNAMAE B GROSSMAN	51 MT. PLEASANT RD	\$1,537.14	\$207.52	\$24.00	<b>\$1,768.66</b>
00106500	2021-1-4032	GROSSMAN ANNAMAE B	49 MT. PLEASANT RD	\$3,500.94	\$472.63	\$24.00	<b>\$3,997.57</b>
00106500	2022-1-4038	GROSSMAN ANNAMAE B	49 MT. PLEASANT RD	\$6,187.40	\$835.30	\$24.00	<b>\$7,046.70</b>
00927712	2021-1-6761	MISARAY HOLDINGS LLC	10 TURNBERRY LN UNIT 4	\$16,298.62	\$3,916.37	\$24.00	<b>\$20,238.99</b>
00927712	2022-1-6757	MISARAY HOLDINGS LLC	10 TURNBERRY LN UNIT 4	\$11,195.48	\$1,511.39	\$24.00	<b>\$12,730.87</b>
00144700	2021-1-10372	CASTELLANO DONNA	15 GEORGES HILL RD	\$6,931.48	\$2,079.45	\$24.00	<b>\$9,034.93</b>
00144700	2022-1-1609	CASTELLANO DONNA	15 GEORGES HILL RD	\$5,101.85	\$459.17	\$24.00	<b>\$5,585.02</b>
00694100	2018-1-3849	GOULD ROBERT L & ET ALS	15 HAWLEYVILLE RD	\$912.72	\$780.37	\$24.00	<b>\$1,717.09</b>
00694100	2019-1-3849	GOULD ROBERT L & ET ALS	15 HAWLEYVILLE RD	\$912.46	\$615.91	\$24.00	<b>\$1,552.37</b>
00694100	2020-1-3849	GOULD ROBERT L & ET ALS	15 HAWLEYVILLE RD	\$909.56	\$450.23	\$24.00	<b>\$1,383.79</b>
00694100	2021-1-3899	GOULD ROBERT L & ET ALS	15 HAWLEYVILLE RD	\$910.10	\$286.68	\$24.00	<b>\$1,220.78</b>
00694100	2022-1-3909	GOULD ROBERT L & ET ALS	15 HAWLEYVILLE RD	\$606.14	\$81.83	\$24.00	<b>\$711.97</b>
							<b><u>\$100,161.91</u></b>