



The City of Danbury, CT

Sealed Bid Request

BID TITLE: Bid #07-22-23-01 "Assignment of Delinquent Real Property Tax Liens of the City of Danbury"

DATE BID OPENING: Thursday, August 11, 2022

TIME: 10:00 AM

LOCATION: Purchasing Department, City Hall, 155 Deer Hill Avenue, Danbury, CT 06810

Bid Bond or Certified Check required if awarded the bid: \$50,000.00

Performance Bond required if awarded bid: Not Applicable

The City of Danbury reserves the right to accept or reject any or all bids or any portion thereof, to waive technicalities, and to award the contract as deemed to best serve the public interest.

Omit State and Federal Taxes

All prices must be FOB Destination (Danbury, CT) unless otherwise specified

Dated in Danbury: July 14, 2022

Purchasing Agent

Charles J. Volpe, Jr.

Pursuant to and in accordance with the Invitation to Bid, Instructions to Bidders, and specifications relating thereto, the undersigned hereby offers to purchase the assignment of delinquent real property tax liens of the City of Danbury itemized on the attached report for the prices listed below:

Complete accompanying proposal pages

Company: _____ Phone: _____

Address: _____ Fax: _____

_____ E-mail: _____

Submitted
By(signature) _____

Payment Terms: _____

Signed
By(print/type) _____

Title: _____

Dated: _____

PROPOSAL

Pursuant to and in accordance with the Invitation to Bid, Information for Bidders, and specifications relating thereto, the undersigned hereby offers to purchase the assignment of delinquent real property tax liens of the City of Danbury itemized on the attached report for the prices listed below:

FOR DELINQUENT TAX LIENS WITH BID PRICING OF 100% (ONE HUNDRED PERCENT) OR BETTER AS ITEMIZED ON A SEPARATELY ATTACHED REPORT:

Summary Proposal:

PRINCIPAL:

LUMP SUM (in words) _____ Dollars and _____ Cents
(in figures) \$ _____

INTEREST:

LUMP SUM (in words) _____ Dollars and _____ Cents
(in figures) \$ _____

CHARGES (The sum of Lien plus "Wfee"):

LUMP SUM (in words) _____ Dollars and _____ Cents
(in figures) \$ _____

TOTAL (The sum of "PRINCIPAL", "INTEREST", and "CHARGES"):

LUMP SUM (in words) _____ Dollars and _____ Cents
(in figures) \$ _____

The above represents the summary proposed bid for those delinquent tax liens in which the purchaser is willing to pay at least 100% of the total (principal, accrued interest, and charges) listed amount of lien.

All sums collected by the Purchaser awarded the Assignment shall be retained by the Purchaser.

The price stated above may increase to reflect any additional statutory interest charges as well as any other charges due to the City for administrative and legal costs with respect to each lien to be assigned which accrue after August 31, 2022 and before the Closing Date. Likewise, the Purchase Price shall be decreased to reflect any delinquent tax payments made subsequent to the contract execution date.

Each bid shall be held firm by the Prospective Purchaser for a period of not less than sixty (60) days and an award of the Assignment Agreement shall be made within said period. The closing date shall be no later than thirty (30) days following award.

Bid Security (bond or check) in the amount of \$50,000.00 is enclosed.

A Certificate of Insurance will be required at the time of execution of contract evidencing general and professional liability coverage in an amount of at least \$2,000,000 and contractual liability coverage in an amount sufficient to cover the obligations of the Prospective Purchaser hereunder and under the Assignment Agreement.

Bidder _____

REQUEST FOR PROPOSALS
ASSIGNMENT OF DELINQUENT REAL PROPERTY TAX LIENS

The City of Danbury, Connecticut (the "City") is requesting written sealed proposals from interested parties ("Purchasers" and referred to in the Assignment Agreement as the "Assignee") for the assignment totaling approximately \$537,330.23 of the **2020 and prior** delinquent municipal property tax liens listed on Exhibit A attached hereto (hereinafter referred to as the "Delinquent Tax Liens") pursuant to the provisions of the Connecticut General Statutes §12-195h attached as Exhibit B (the "Act"), in accordance with the terms of this Request for Proposal (hereinafter collectively referred to as the "RFP").

The Transaction

The City intends to assign the Delinquent Tax Liens identified in Exhibit 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 contract document appended hereto as Exhibit C, entitled, "AGREEMENT FOR THE ASSIGNMENT OF CERTAIN REAL PROPERTY TAX LIENS OF THE CITY OF DANBURY," (hereinafter the "Assignment Agreement") **which the Purchaser must execute without modification.** In return for the assignment of these liens, the Purchaser agrees to pay the price identified in the Prospective Purchaser's proposal(s), subject to the adjustments identified herein (hereinafter the "Purchase Price").

Purchaser's Responsibility to Review

The Purchaser is expected to price each listed lien when submitting their proposal(s).

Withdrawal of Liens by the City

The City reserves the right to withdraw any Delinquent Tax Lien or Liens from the list of liens to be assigned prior to the date of the contract award. Any liens withdrawn by the City in accordance with this section will be deleted from the assignment of the Delinquent Tax Liens and the bid, and, therefore, the Purchase Price shall be reduced based upon the individually priced lien as proposed.

Subsequent to the award, the City will be permitted to withdraw any Delinquent Tax Liens from the list of liens to be assigned. In the event of any such withdrawal, the Purchase Price shall be reduced based upon the individually priced lien as proposed.

The final list of liens to be assigned ("Final List"), reflecting all deletions and adjustments required by the provisions of the RFP shall be confirmed by authorized signatures of both parties on the closing date and shall be deemed final and binding. Said list, attached hereto as Exhibit A, shall be incorporated into the Assignment Agreement.

Assignment of Future Tax Liens

Subject to the prior authorization of the City Council, the City may, at its option, with the consent of the Assignee, assign future tax liens (hereinafter referred to as the "Future Tax Liens") to the Assignee relating to the same property as previously Assigned Liens. Each such assignment shall be completed in the same manner as the initial assignments hereunder and shall be subject to all applicable provisions hereof relating to Delinquent Tax Liens and to all of the provisions of the Assignment Agreement relating to Assigned Liens as well as to all of provisions of law existing at the time of the assignment.

Any such Future Tax Lien that the Assignee does not elect 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 City 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 City, until said Future Tax Lien shall have been paid in full.

In the event that the City Council does not authorize the assignment of a Future Tax Lien, the City agrees that it will not commence any action to foreclose any such Future Tax Lien for a period of one (1) year from the date of filing of the continuation certificate relating to said Future Tax Lien, which period shall be extended if the City determines that the Assignee has commenced an action to foreclose an Assigned Lien relating to the same property and is proceeding with said foreclosure action in good faith and with due diligence.

The terms of the Assignment Agreement between the Purchaser and the City relating to Delinquent Tax Liens shall also apply to Future Tax Liens.

Administration of Accounts

The Purchaser shall be required to collect and process all liens at its cost. Such processing shall include the recording of evidence of the assignment on the land records for all liens on the final List. The Purchaser shall be responsible for all collection and enforcement efforts with respect to such liens, including all lawful collection procedures and, as the Purchaser deems appropriate and lawful foreclosure proceedings. There shall be an automatic stay for foreclosure actions on all 2016 or newer liens for a period of one year after contract date. However, the City will, at its discretion, entertain possible exceptions on a case by case basis.

The Purchaser shall provide the Danbury Tax Collector with a monthly report listing all accounts on the Final List and the status of each as to collection. The proposal shall include a form of the proposed monthly report.

Assignment by Purchaser

The Assignee may assign any or all of its interests, rights and obligations under this Agreement with respect to the Assigned Liens, provided however that prior to the assignment of any of the Assigned Liens, Assignee shall notify the City. The City shall not unreasonably withhold its consent to such further assignment. If the City does not object to the further assignment within sixty (60) days of notification by Assignee, the City shall be deemed to have consented to the assignment. In addition and notwithstanding anything herein to the contrary, Assignee shall have the right to freely assign the Assigned Liens either to an affiliate or for the purpose of financing only, without restriction. The term "affiliate" shall mean any person or entity controlling, controlled by or under common control of the Assignee. In the event of any such assignment, sale or conveyance, the provisions of this RFP and of the Assignment Agreement and any amendments hereto or thereto shall be binding upon the subsequent assignee and 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 the Assignment Agreement or this RFP, except as agreed to by the City.

Proposal Requirements

The proposal must be signed by the bidder's authorized agent. The proposal shall describe in detail the Prospective Purchaser's proposal, as well as the name, title and telephone number of the person to whom the City may direct questions concerning the proposal. The letter shall also include a statement by the Prospective Purchaser accepting all of the terms and conditions contained in the RFP and in the Assignment Agreement. The proposal shall include a bid for each lien to be assigned and for the summary bulk amount of the liens.

The City will consider alternative proposals which may be deemed to be in the best interests of the City.

All bids shall be considered final.

Each bid shall be accompanied by a bid bond in the form of a certified check or a surety bond, acceptable to the City, in the amount of \$50,000.00. The bid bond shall be returned to each bidder following the execution of the contract.

Each proposal shall contain, as a minimum, the following information:

- A statement setting forth the specific terms of the Prospective Purchaser's proposal, including the information requested herein and agreeing to accept the terms and conditions set forth herein and in the Assignment Agreement;
- A statement of those qualifications which give the Prospective Purchaser the ability to complete the assignment and perform the duties and obligations created by this RFP and the Assignment Agreement;
- The qualifications of staff members who will be responsible for the management of the City account. The City shall be notified prior to the change or replacement of any staff member involved in the management of the City account;
- Disclosure of principals of the Prospective Purchaser;
- A list of similar engagements with other local government entities with references;
- The Prospective Purchase will provide evidence of the scope of the administrative support it has in place to facilitate the collection, execution, payment, accounting, allocation, distribution and release of Delinquent Tax Liens;
- A statement in which the Prospective Purchaser represents 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 this RFP or by the Assignment Agreement.

Evaluation and Award

The City shall award the Assignment Agreement to the Prospective Purchaser whose proposal is deemed to be in the best interests of the City. The City reserves the right to withdraw, extend, re-offer or amend this RFP at any time. The City may in its sole discretion, reject any or all bids received or waive any defects in the same.

The parties will execute and deliver the Assignment Agreement and all other closing documents required by the City on the closing date in return for the Purchase Price bid for the Delinquent Tax Liens on the Final List as adjusted in accordance with the provisions of this RFP.

Each bid shall be held firm by the Prospective Purchaser for a period of not less than sixty (60) days and an award of the Assignment Agreement shall be made within said period. The closing date shall be no later than thirty (30) days following the award.

The City shall not be liable for any costs incurred in the preparation of a response to this RFP.

Terms, Conditions and Closing Documents

The Purchaser shall be responsible for exercising due diligence in evaluating any risk that may be associated with any Delinquent Tax Lien or Future Tax Lien. The City makes no representations or warranties as to the title to any property or as to the collectability of any Delinquent Tax Lien or any Future Tax Lien. However, in the event that a court of competent jurisdiction determines, by a final, non-appealable judgment, that any lien on the Final List is unenforceable due solely to the negligence or error of the City, the City shall refund the Purchase Price of the individual account, without interest, based upon the offering price of the unenforceable lien or liens, including principal, interest and other charges, as identified in the purchaser's proposal. The Purchaser shall thereupon reassign the said lien or liens to the City.

The Purchaser agrees to maintain any and all properties that the Purchaser acquires through foreclosure or in any other manner within the City of Danbury. The Purchaser agrees to pay all taxes, fees and charges due to the City as they accrue with respect to any property so acquired.

The Purchaser shall represent and warrant to the City of Danbury that it will be duly organized and in good standing under the laws of the State of Connecticut, or if organized in another state, then qualified to do business in the State of Connecticut;

The Purchaser shall not conduct a Tax Sale pursuant to Connecticut General Statutes §12-157 with regard to any of the Delinquent Tax Liens.

The Purchaser authorizes the Secretary of State to accept service on its behalf;

The Purchaser shall comply with all relevant federal, state and local laws and regulations, including, but not limited to those pertaining to collection practices and procedures and tax collection and undertake the transactions contemplated by this RFP and any further assignment transactions, if any, in compliance with all applicable state and federal securities laws, or represent that such transactions shall be exempt from such securities laws;

The Purchaser shall agree upon execution of the Assignment Agreement to indemnify and hold harmless the City, its employees, agents and officials, including any of the foregoing sued as individuals, from any lawsuit, counterclaim, or administrative proceeding seeking money damage, 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 RFP or the Assignment 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 unlawful act of the Assignee, its officers and employees, to collect amounts secured by the

Assigned Liens or (vi) any inaccuracy or misrepresentation in or breach of any representations, warrants, covenants or agreements made by Assignee in response to this RFP or in the Assignment Agreement. Such indemnification shall include payment of any judgment as well as any legal fees or costs incurred by the City;

The Purchaser shall agree to keep on file with the Tax Collector and City Clerk its corporate, partnership or LLC resolution, which sets forth the current address of the Purchaser for payment purposes. Such resolution shall (if a corporate resolution) be accompanied by a secretary's certification and seal, or (if a partnership or LLC) a certification containing the notarized signatures of all partners or members of an LLC;

The Purchaser shall agree that upon the resolution of all Delinquent Tax Liens, it shall provide a full and final accounting in form acceptable to the City and shall not terminate its responsibilities pursuant to this RFP or the Assignment Agreement without the written consent of the City;

In the event of a conflict between the terms of this RFP and the Terms of the Assignment Agreement, the terms of the Assignment Agreement shall control.

Submission and Deadline

All proposals shall be submitted to the Purchasing Agent and must be received no later than 10:00 A.M. on Thursday, August 11, 2022.

One (1) original and two (2) copies of each written sealed proposal must be clearly identified as Bid #07-22-23-01 "ASSIGNMENT OF DELINQUENT REAL PROPERTY TAX LIENS OF THE CITY OF DANBURY" and addressed to:

Office of the Purchasing Agent
155 Deer Hill Avenue
Danbury, CT 06810

Questions on any part of this RFP Should be directed to:

Scott M. Ferguson, CCMC
Tax Collector
City Hall
155 Deer Hill Avenue
Danbury, CT 06810
Telephone 203-797-4540
Fax 203-796-1547

EXHIBIT A
(LIST OF TAX LIENS)

See Attached Excel Spreadsheet – RE List For RFP Aug 2022 Int

Bidders may obtain the Excel version of the attached spreadsheet by contacting the Purchasing Dept. at 203-797-4571

New Lien Sale 2022

7/14/2022

<u>Unique-ID</u>	<u>Bill #</u>	<u>Name</u>	<u>Tax Due</u>	<u>Aug Int</u>	<u>Lien Due</u>	<u>Fee Due</u>	<u>Total Due</u>	<u>vol</u>	<u>page</u>
C05034	2019-01-0003931	WOLKE JENNIFER	8.57	0.51	24.00	0.00	33.08	2568	856
C05034	2020-01-0003931	WOLKE JENNIFER	3844.68	547.87	24.00	0.00	4416.55	2628	1047
C05034 Total			3853.25	548.38	48.00	0.00	4449.63		
D08062	2019-01-0016611	CARLSON DAVID A & CA	1386.44	124.78	24.00	0.00	1535.22	2568	95
D08062	2020-01-0016611	CARLSON DAVID A & CA	5911.92	842.46	24.00	0.00	6778.38	2628	405
D08062 Total			7298.36	967.24	48.00	0.00	8313.60		
D09091	2019-01-0017851	GUERREROS FARM LLC	62.86	1.89	24.00	0.00	88.75	2568	287
D09091	2020-01-0017851	GUERREROS FARM LLC	8591.88	1224.35	24.00	0.00	9840.23	2628	573
D09091 Total			8654.74	1226.24	48.00	0.00	9928.98		
D13057	2019-01-0020311	HOLT ARLENE G	4975.48	522.41	24.00	0.00	5521.89	2568	321
D13057	2020-01-0020311	HOLT ARLENE G	6132.72	873.91	24.00	0.00	7030.63	2628	606
D13057 Total			11108.20	1396.32	48.00	0.00	12552.52		
D14062	2019-01-0021491	HOLT ARLENE G	41.40	16.15	24.00	0.00	81.55	2568	323
D14062	2020-01-0021491	HOLT ARLENE G	41.40	8.69	24.00	0.00	74.09	2628	608
D14062 Total			82.80	24.84	48.00	0.00	155.64		
D16105	2018-01-0027001	KEN OAKS PROPERTY OW	11.04	6.29	24.00	0.00	41.33	2522	1011
D16105	2019-01-0027001	KEN OAKS PROPERTY OW	11.04	4.31	24.00	0.00	39.35	2568	366
D16105	2020-01-0027001	KEN OAKS PROPERTY OW	11.04	2.32	24.00	0.00	37.36	2628	648
D16105 Total			33.12	12.92	72.00	0.00	118.04		

New Lien Sale 2022

7/14/2022

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E09043	2018-01-0032951	RAINFORD OSBORNE	173.88	87.38	24.00	0.00	285.26	2522	1156
E09043	2019-01-0032951	RAINFORD OSBORNE	173.88	56.07	24.00	0.00	253.95	2568	606
E09043	2020-01-0032951	RAINFORD OSBORNE	173.88	24.78	24.00	0.00	222.66	2628	842
E09043 Total			521.64	168.23	72.00	0.00	761.87		
E10010	2019-01-0033641	BROWN JENNIFER	3941.28	118.23	24.00	0.00	4083.51	2568	71
E10010	2020-01-0033641	BROWN JENNIFER	5255.04	748.84	24.00	0.00	6027.88	2628	385
E10010 Total			9196.32	867.07	48.00	0.00	10111.39		
E10080	2019-01-0034351	ZEALOR RONALD L	4330.44	1396.57	24.00	0.00	5751.01	2568	872
E10080	2020-01-0034351	ZEALOR RONALD L	4330.44	617.09	24.00	0.00	4971.53	2628	1061
E10080 Total			8660.88	2013.66	48.00	0.00	10722.54		
E14014	2019-01-0035421	HWANG KYUNG MOO	2290.80	738.78	24.00	0.00	3053.58	2568	333
E14014	2020-01-0035421	HWANG KYUNG MOO	2290.80	326.44	24.00	0.00	2641.24	2628	617
E14014 Total			4581.60	1065.22	48.00	0.00	5694.82		
E15105-204	2019-01-0037011	VINELLI PAUL	2057.20	663.45	24.00	0.00	2744.65	2568	832
E15105-204	2020-01-0037011	VINELLI PAUL	2262.92	322.47	24.00	0.00	2609.39	2628	1027
E15105-204 Total			4320.12	985.92	48.00	0.00	5354.04		
E16006-45	2019-01-0038931	MARCONI LUISA	1178.34	301.00	24.00	0.00	1503.34	2568	450
E16006-45	2020-01-0038931	MARCONI LUISA	4576.08	652.08	24.00	0.00	5252.16	2628	714
E16006-45 Total			5754.42	953.08	48.00	0.00	6755.50		

New Lien Sale 2022

7/14/2022

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E17082	2019-01-0039671	TOUCHSTONE TECHNOLOGY	16.94	3.56	24.00	0.00	44.50	2568	811
E17082	2020-01-0039671	TOUCHSTONE HEALTHCARE	2257.68	321.72	24.00	0.00	2603.40	2628	1008
E17082 Total			2274.62	325.28	48.00	0.00	2647.90		
E20074	2018-01-3166991	SYCAMORE TRAILS GROU	11.04	6.29	24.00	0.00	41.33	2523	48
E20074	2019-01-3166991	SYCAMORE TRAILS GROU	11.04	4.31	24.00	0.00	39.35	2568	768
E20074	2020-01-3166991	SYCAMORE TRAILS GROU	11.04	2.32	24.00	0.00	37.36	2628	977
E20074 Total			33.12	12.92	72.00	0.00	118.04		
F14122	2019-01-3130461	NEIRA ROMULO	13.80	5.38	24.00	0.00	43.18	2568	523
F14122	2020-01-3130461	NEIRA ROMULO	13.80	2.90	24.00	0.00	40.70	2628	778
F14122 Total			27.60	8.28	48.00	0.00	83.88		
F19044-35	2019-01-3088951	KNAPP DELORES	128.69	38.62	24.00	0.00	191.31	2568	373
F19044-35	2020-01-3088951	KNAPP DELORES	171.12	24.38	24.00	0.00	219.50	2628	656
F19044-35 Total			299.81	63.00	48.00	0.00	410.81		
G03054	2019-01-0056771	NEVES SCOTT J & LEE	1954.40	381.11	24.00	0.00	2359.51	2568	526
G03054	2020-01-0056771	NEVES SCOTT J & LEE	3342.36	476.28	24.00	0.00	3842.64	2628	779
G03054 Total			5296.76	857.39	48.00	0.00	6202.15		
G03086	2019-01-0057041	SEFL JAN	4057.20	1308.45	24.00	0.00	5389.65	2568	706
G03086	2020-01-0057041	SEFL JAN	4057.20	578.15	24.00	0.00	4659.35	2628	925
G03086 Total			8114.40	1886.60	48.00	0.00	10049.00		

New Lien Sale 2022

7/14/2022

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G08022	2019-01-0062131	CAGRANICK HOLDINGS L	14408.88	4646.88	24.00	0.00	19079.76	2568	80
G08022	2020-01-0062131	CAGRANICK HOLDINGS L	14408.88	2053.28	24.00	0.00	16486.16	2628	393
G08022 Total			28817.76	6700.16	48.00	0.00	35565.92		
G09092-38	2019-01-0064131	WANG TAO	596.63	71.60	24.00	0.00	692.23	2568	839
G09092-38	2020-01-0064131	WANG TAO	3535.56	503.83	24.00	0.00	4063.39	2628	1036
G09092-38 Total			4132.19	575.43	48.00	0.00	4755.62		
G10090	2019-01-0066251	LIRIANO GEOVANNY	371.22	94.66	24.00	0.00	489.88	2568	415
G10090	2020-01-0066251	LIRIANO GEOVANNY	1484.88	211.60	24.00	0.00	1720.48	2628	690
G10090 Total			1856.10	306.26	48.00	0.00	2210.36		
G13044	2019-01-0068251	HAWKES VIRGINIA A	112.43	18.55	24.00	0.00	154.98	2568	303
G13044	2020-01-0068251	HAWKES VIRGINIA A	3665.28	522.30	24.00	0.00	4211.58	2628	594
G13044 Total			3777.71	540.85	48.00	0.00	4366.56		
G14339	2019-01-0073411	SCHOEPFER GUY LU DIM	1390.35	354.54	24.00	0.00	1768.89	2568	697
G14339	2020-01-0073411	DIMARCO JOSEPH EST	5561.40	792.50	24.00	0.00	6377.90	2628	487
G14339 Total			6951.75	1147.04	48.00	0.00	8146.79		
G15233-3	2019-01-3152321	CARD CHRISTINA N	1792.62	497.45	24.00	0.00	2314.07	2568	92
G15233-3	2020-01-3152321	CARD CHRISTINA N	3585.24	510.90	24.00	0.00	4120.14	2628	402
G15233-3 Total			5377.86	1008.35	48.00	0.00	6434.21		
H04018	2019-01-0081811	DURAN INVESTMENTS LL	181.94	38.21	0.00	20.00	240.15	2568	198

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H04018	2020-01-0081811	FIGUEROA MARCELO O	4129.65	495.56	24.00	0.00	4649.21	2628	522
H04018 Total			4311.59	533.77	24.00	20.00	4889.36		
H04023	2018-01-0081861	ZASHAAM NATIONAL AND	2478.48	1245.43	24.00	0.00	3747.91	2523	106
H04023	2019-01-0081861	ZASHAAM NATIONAL AND	2478.48	799.31	24.00	0.00	3301.79	2568	871
H04023	2020-01-0081861	ZASHAAM NATIONAL AND	2478.48	353.18	24.00	0.00	2855.66	2628	1060
H04023 Total			7435.44	2397.92	72.00	0.00	9905.36		
H09168	2019-01-0086031	MARQUIS JOHN	4104.12	1323.58	24.00	0.00	5451.70	2568	457
H09168	2020-01-0086031	MARQUIS JOHN	4104.12	584.84	24.00	0.00	4712.96	2628	719
H09168 Total			8208.24	1908.42	48.00	0.00	10164.66		
H10080-15	2019-01-0087111	SIMPSON DAVID & SAFI	424.48	25.47	24.00	0.00	473.95	2568	729
H10080-15	2020-01-0087111	SIMPSON DAVID & SAFI	2180.40	310.73	24.00	0.00	2515.13	2628	943
H10080-15 Total			2604.88	336.20	48.00	0.00	2989.08		
H13214	2019-01-0101541	ALVES LANDSCAPING LL	507.04	7.61	24.00	0.00	538.65	2567	1168
H13214	2020-01-0101541	ALVES LANDSCAPING LL	7267.08	1035.56	24.00	0.00	8326.64	2628	341
H13214 Total			7774.12	1043.17	48.00	0.00	8865.29		
H14262	2019-01-0106391	PATEL ESTATES LLC	3247.83	974.35	24.00	0.00	4246.18	2568	562
H14262	2020-01-0106391	PATEL ESTATES LLC	4330.44	617.09	24.00	0.00	4971.53	2628	804
H14262 Total			7578.27	1591.44	48.00	0.00	9217.71		
H15124-49	2019-01-0109951	ISLAM MOHAMMAD	130.91	17.67	24.00	0.00	172.58	2568	336

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H15124-49	2020-01-0109951	ISLAM MOHAMMAD	2909.04	414.53	24.00	0.00	3347.57	2628	620
H15124-49 Total			3039.95	432.20	48.00	0.00	3520.15		
H16031-48	2019-01-0114921	WROBEL SANDRA JEAN C	565.11	144.10	24.00	0.00	733.21	2568	863
H16031-48	2020-01-0114921	WROBEL SANDRA JEAN C	2260.44	322.10	24.00	0.00	2606.54	2628	1051
H16031-48 Total			2825.55	466.20	48.00	0.00	3339.75		
H16031-66	2019-01-0115121	ULLAH MOHAMMED	173.88	56.07	24.00	0.00	253.95	2568	818
H16031-66	2020-01-0115121	ULLAH MOHAMMED	173.88	24.78	24.00	0.00	222.66	2628	1013
H16031-66 Total			347.76	80.85	48.00	0.00	476.61		
H16104-31	2019-01-0116811	SANCHEZ JAY TRUSTEE	1749.84	564.32	24.00	0.00	2338.16	2568	675
H16104-31	2020-01-0116811	SANCHEZ JAY TRUSTEE	1749.84	249.36	24.00	0.00	2023.20	2628	892
H16104-31 Total			3499.68	813.68	48.00	0.00	4361.36		
I09015	2018-01-0132211	TOMANIO VITA ROSE &	38.64	22.02	24.00	0.00	84.66	2523	67
I09015	2019-01-0132211	TOMANIO VITA ROSE &	38.64	15.07	24.00	0.00	77.71	2568	807
I09015	2020-01-0132211	TOMANIO VITA ROSE &	38.64	8.11	24.00	0.00	70.75	2628	1004
I09015 Total			115.92	45.20	72.00	0.00	233.12		
I09038	2019-01-0134571	APUZZO ROBERT A &	106.16	27.07	24.00	0.00	157.23	2567	1183
I09038	2020-01-0134571	APUZZO ROBERT A &	5141.88	732.72	24.00	0.00	5898.60	2628	354
I09038 Total			5248.04	759.79	48.00	0.00	6055.83		
I09213	2018-01-0137021	TOMANIO VITA ROSE &	22.08	12.59	24.00	0.00	58.67	2523	68

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I09213	2019-01-0137021	TOMANIO VITA ROSE &	22.08	8.61	24.00	0.00	54.69	2568	808
I09213	2020-01-0137021	TOMANIO VITA ROSE &	22.08	4.64	24.00	0.00	50.72	2628	1005
I09213 Total			66.24	25.84	72.00	0.00	164.08		
I12147	2017-01-0145761	GURSKI WALTER S JR &	350.52	239.23	24.00	0.00	613.75	2474	249
I12147	2018-01-0145761	GURSKI WALTER S JR &	350.52	176.14	24.00	0.00	550.66	2522	965
I12147	2019-01-0145761	GURSKI WALTER S JR &	350.52	113.05	24.00	0.00	487.57	2568	290
I12147	2020-01-0145761	GURSKI WALTER S JR &	350.52	49.95	24.00	0.00	424.47	2628	576
I12147 Total			1402.08	578.37	96.00	0.00	2076.45		
I13025	2019-01-0147031	ABERDEEN DEVELOPMENT	2003.76	646.21	24.00	0.00	2673.97	2567	1154
I13025	2020-01-0147031	ABERDEEN DEVELOPMENT	2003.76	285.54	24.00	0.00	2313.30	2628	328
I13025 Total			4007.52	931.75	48.00	0.00	4987.27		
I13090	2019-01-0147661	ABERDEEN DEVELOPMENT	1620.12	522.49	24.00	0.00	2166.61	2567	1155
I13090	2020-01-0147661	ABERDEEN DEVELOPMENT	1620.12	230.87	24.00	0.00	1874.99	2628	329
I13090 Total			3240.24	753.36	48.00	0.00	4041.60		
I13103	2019-01-0147791	HORIZONS TEMPORARY D	3897.12	1256.82	24.00	0.00	5177.94	2568	325
I13103	2020-01-0147791	HORIZONS TEMPORARY D	3897.12	555.34	24.00	0.00	4476.46	2628	609
I13103 Total			7794.24	1812.16	48.00	0.00	9654.40		
I14336	2019-01-0153631	MARTINS MARIA CELEST	2679.96	864.30	24.00	0.00	3568.26	2568	460
I14336	2020-01-0153631	MARTINS MARIA CELEST	2679.96	381.90	24.00	0.00	3085.86	2628	721
I14336 Total			5359.92	1246.20	48.00	0.00	6654.12		

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I14365	2019-01-0153901	MARTINS MARIA CELEST	6075.22	182.26	24.00	0.00	6281.48	2568	461
I14365	2020-01-0153901	MARTINS MARIA CELEST	12218.52	1741.14	24.00	0.00	13983.66	2628	722
I14365 Total			18293.74	1923.40	48.00	0.00	20265.14		
I14375	2019-01-0154001	THREE JAYS LLC	10553.16	3403.39	24.00	0.00	13980.55	2568	796
I14375	2020-01-0154001	THREE JAYS LLC	10553.16	1503.82	24.00	0.00	12080.98	2628	1001
I14375 Total			21106.32	4907.21	48.00	0.00	26061.53		
I15034	2019-01-0154911	SHEPARD EVANGELINE &	3333.42	350.02	24.00	0.00	3707.44	2568	718
I15034	2020-01-0154911	SHEPARD EVANGELINE &	4253.16	606.07	24.00	0.00	4883.23	2628	936
I15034 Total			7586.58	956.09	48.00	0.00	8590.67		
I16214	2019-01-0161881	COSTA GASPAS & MARIA	345.00	111.27	24.00	0.00	480.27	2568	145
I16214	2020-01-0161881	COSTA GASPAS & MARIA	345.00	49.16	24.00	0.00	418.16	2628	453
I16214 Total			690.00	160.43	48.00	0.00	898.43		
J04084	2019-01-0166601	SYCAMORE TRAILS GROU	2147.28	692.50	24.00	0.00	2863.78	2568	766
J04084	2020-01-0166601	SYCAMORE TRAILS GROU	2147.28	305.99	24.00	0.00	2477.27	2628	975
J04084 Total			4294.56	998.49	48.00	0.00	5341.05		
J04117	2019-01-0166921	PAVLINSKY EDNA T	195.96	63.20	24.00	0.00	283.16	2568	567
J04117	2020-01-0166921	PAVLINSKY EDNA T	195.96	27.92	24.00	0.00	247.88	2628	808
J04117 Total			391.92	91.12	48.00	0.00	531.04		

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J04198	2019-01-3172791	SYCAMORE TRAILS GROU	2158.32	696.06	24.00	0.00	2878.38	2568	769
J04198	2020-01-3172791	SYCAMORE TRAILS GROU	2158.32	307.56	24.00	0.00	2489.88	2628	978
J04198 Total			4316.64	1003.62	48.00	0.00	5368.26		
J04199	2019-01-3172801	SYCAMORE TRAILS GROU	2152.80	694.28	24.00	0.00	2871.08	2568	770
J04199	2020-01-3172801	SYCAMORE TRAILS GROU	2152.80	306.77	24.00	0.00	2483.57	2628	979
J04199 Total			4305.60	1001.05	48.00	0.00	5354.65		
J04200	2019-01-3172811	SYCAMORE TRAILS GROU	2180.40	703.18	24.00	0.00	2907.58	2568	771
J04200	2020-01-3172811	SYCAMORE TRAILS GROU	2180.40	310.70	24.00	0.00	2515.10	2628	980
J04200 Total			4360.80	1013.88	48.00	0.00	5422.68		
J04204	2019-01-3172851	SYCAMORE TRAILS GROU	2249.40	725.44	24.00	0.00	2998.84	2568	775
J04204	2020-01-3172851	SYCAMORE TRAILS GROU	2249.40	320.54	24.00	0.00	2593.94	2628	984
J04204 Total			4498.80	1045.98	48.00	0.00	5592.78		
J05099	2019-01-0168591	SYCAMORE TRAILS GROU	3552.12	1145.56	24.00	0.00	4721.68	2568	767
J05099	2020-01-0168591	SYCAMORE TRAILS GROU	3552.12	506.18	24.00	0.00	4082.30	2628	976
J05099 Total			7104.24	1651.74	48.00	0.00	8803.98		
J09144	2019-01-0174961	FOLEY CYNTHIA A	113.16	36.49	24.00	0.00	173.65	2568	238
J09144	2020-01-0174961	FOLEY CYNTHIA A	113.16	16.12	24.00	0.00	153.28	2628	532
J09144 Total			226.32	52.61	48.00	0.00	326.93		
J11399	2019-01-0181081	HILDEBRAND BENNETT I	3287.16	986.15	24.00	0.00	4297.31	2568	313

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J11399	2020-01-0181081	HILDEBRAND BENNETT I	4382.88	624.56	24.00	0.00	5031.44	2628	601
J11399 Total			7670.04	1610.71	48.00	0.00	9328.75		
J13303	2019-01-0187091	CLINE PATRICIA A	1163.07	296.58	24.00	0.00	1483.65	2568	128
J13303	2020-01-0187091	CLINE PATRICIA A	4965.76	707.62	24.00	0.00	5697.38	2628	440
J13303 Total			6128.83	1004.20	48.00	0.00	7181.03		
J14209	2019-01-0189631	KOWALKOWSKI DORIS	3842.06	1066.17	24.00	0.00	4932.23	2568	379
J14209	2020-01-0189631	KOWALKOWSKI DORIS	7684.12	1094.99	24.00	0.00	8803.11	2628	659
J14209 Total			11526.18	2161.16	48.00	0.00	13735.34		
J14231	2019-01-0189851	KOWALKOWSKI EDWARD	1137.12	315.55	24.00	0.00	1476.67	2568	380
J14231	2020-01-0189851	KOWALKOWSKI EDWARD	2274.24	324.08	24.00	0.00	2622.32	2628	660
J14231 Total			3411.36	639.63	48.00	0.00	4098.99		
J14232	2019-01-0189861	KOWALKOWSKI EDWARD	1195.08	331.63	24.00	0.00	1550.71	2568	381
J14232	2020-01-0189861	KOWALKOWSKI EDWARD	2390.16	340.59	24.00	0.00	2754.75	2628	661
J14232 Total			3585.24	672.22	48.00	0.00	4305.46		
J14233	2019-01-0189871	KOWALKOWSKI EDWARD	1309.62	363.42	24.00	0.00	1697.04	2568	382
J14233	2020-01-0189871	KOWALKOWSKI EDWARD	2619.24	373.24	24.00	0.00	3016.48	2628	662
J14233 Total			3928.86	736.66	48.00	0.00	4713.52		
J14264-17	2019-01-0190911	BASSETT ANNA M	470.09	14.10	24.00	0.00	508.19	2568	16
J14264-17	2020-01-0190911	BASSETT ANNA M	1161.96	165.58	24.00	0.00	1351.54	2628	366

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J14264-17 Total			1632.05	179.68	48.00	0.00	1859.73		
J16020	2019-01-0197091	JENCIK EDWARD M & MA	267.72	86.34	24.00	0.00	378.06	2568	345
J16020	2020-01-0197091	JENCIK EDWARD M & MA	267.72	38.15	24.00	0.00	329.87	2628	626
J16020 Total			535.44	124.49	48.00	0.00	707.93		
J17084	2019-01-0199441	PLATANO JOSEPH	341.16	71.65	24.00	0.00	436.81	2568	585
J17084	2020-01-0199441	PLATANO JOSEPH	375.36	53.49	24.00	0.00	452.85	2628	825
J17084 Total			716.52	125.14	48.00	0.00	889.66		
K05032	2019-01-0206491	SERRANO MARUCS A & B	2426.71	677.37	24.00	0.00	3128.08	2568	712
K05032	2020-01-0206491	SERRANO MARUCS A & B	4501.56	641.47	24.00	0.00	5167.03	2628	932
K05032 Total			6928.27	1318.84	48.00	0.00	8295.11		
K05120-101	2019-01-3088371	YOUNG BELINDA A	460.92	148.64	24.00	0.00	633.56	2568	868
K05120-101	2020-01-3088371	YOUNG BELINDA A	460.92	65.68	24.00	0.00	550.60	2628	1057
K05120-101 Total			921.84	214.32	48.00	0.00	1184.16		
K05120-127	2019-01-3625105	VALVERDE MAYRA	222.95	56.85	24.00	0.00	303.80	2568	821
K05120-127	2020-01-3625105	VALVERDE MAYRA	436.08	62.14	24.00	0.00	522.22	2628	1015
K05120-127 Total			659.03	118.99	48.00	0.00	826.02		
K05120-139	2019-01-0207671	GOODWIN MARIE	81.33	1.22	24.00	0.00	106.55	2568	271
K05120-139	2020-01-0207671	GOODWIN MARIE	585.12	83.36	24.00	0.00	692.48	2628	563
K05120-139 Total			666.45	84.58	48.00	0.00	799.03		

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K05120-195	2019-01-0208051	CASEY MICHAEL	402.96	129.96	24.00	0.00	556.92	2568	101
K05120-195	2020-01-0208051	CASEY MICHAEL	402.96	57.43	24.00	0.00	484.39	2628	414
K05120-195 Total			805.92	187.39	48.00	0.00	1041.31		
K09013	2019-01-0215601	FOLEY CYNTHIA A	19.32	7.53	24.00	0.00	50.85	2568	239
K09013	2020-01-0215601	FOLEY CYNTHIA A	19.32	4.06	24.00	0.00	47.38	2628	533
K09013 Total			38.64	11.59	48.00	0.00	98.23		
K09015	2019-01-0215621	FOLEY CYNTHIA A	16.56	6.46	24.00	0.00	47.02	2568	240
K09015	2020-01-0215621	FOLEY CYNTHIA A	16.56	3.48	24.00	0.00	44.04	2628	534
K09015 Total			33.12	9.94	48.00	0.00	91.06		
K09059	2019-01-0216061	RODRIQUEZ JOSE E	1974.78	503.57	24.00	0.00	2502.35	2568	636
K09059	2020-01-0216061	RODRIQUEZ JOSE E	7899.12	1125.62	24.00	0.00	9048.74	2628	867
K09059 Total			9873.90	1629.19	48.00	0.00	11551.09		
K09081	2018-01-0216281	NOVELLA J & DALESSIO	157.32	79.06	24.00	0.00	260.38	2522	1111
K09081	2019-01-0216281	NOVELLA J & DALESSIO	157.32	50.74	24.00	0.00	232.06	2568	535
K09081	2020-01-0216281	NOVELLA J & DALESSIO	157.32	22.42	24.00	0.00	203.74	2628	788
K09081 Total			471.96	152.22	72.00	0.00	696.18		
K13029	2019-01-0221251	46 SL LLC	6439.35	1931.81	24.00	0.00	8395.16	2567	1143
K13029	2020-01-0221251	46 SL LLC	8585.80	1223.46	24.00	0.00	9833.26	2628	311
K13029 Total			15025.15	3155.27	48.00	0.00	18228.42		

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K13042	2019-01-0221381	46 SL LLC	1469.70	440.91	24.00	0.00	1934.61	2567	1144
K13042	2020-01-0221381	46 SL LLC	1959.60	279.24	24.00	0.00	2262.84	2628	312
K13042 Total			3429.30	720.15	48.00	0.00	4197.45		
K13043	2019-01-0221391	46 SL LLC	1327.56	428.14	24.00	0.00	1779.70	2567	1145
K13043	2020-01-0221391	46 SL LLC	1327.56	189.18	24.00	0.00	1540.74	2628	313
K13043 Total			2655.12	617.32	48.00	0.00	3320.44		
K13137-9	2019-01-0223351	SCARANO RALPH JR EST	2050.68	661.34	24.00	0.00	2736.02	2568	691
K13137-9	2020-01-0223351	SCARANO RALPH JR EST	2050.68	292.22	24.00	0.00	2366.90	2628	908
K13137-9 Total			4101.36	953.56	48.00	0.00	5102.92		
K13195	2019-01-0224381	MIB REALTY	70.28	4.22	24.00	0.00	98.50	2568	481
K13195	2020-01-0224381	MIB REALTY	267.72	38.15	24.00	0.00	329.87	2628	737
K13195 Total			338.00	42.37	48.00	0.00	428.37		
K16150	2019-01-0231221	MCCARROLL THOMAS R &	3765.67	225.94	24.00	0.00	4015.61	2568	466
K16150	2020-01-0231221	MCCARROLL THOMAS R &	8418.84	1199.69	24.00	0.00	9642.53	2628	726
K16150 Total			12184.51	1425.63	48.00	0.00	13658.14		
L12009	2019-01-0240081	ROBERT H BASAR PROPE	2117.10	696.96	24.00	0.00	2838.06	2568	627
L12009	2020-01-0240081	ROBERT H BASAR PROPE	44161.68	6293.04	24.00	0.00	50478.72	2628	858
L12009 Total			46278.78	6990.00	48.00	0.00	53316.78		

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L13010	2019-01-0240501	MIB REALTY	10.93	0.66	24.00	0.00	35.59	2568	487
L13010	2020-01-0240501	MIB REALTY	33.12	6.96	24.00	0.00	64.08	2628	743
L13010 Total			44.05	7.62	48.00	0.00	99.67		
L13052	2019-01-0241681	MESSIAS PEDRO & MARI	143.41	4.30	24.00	0.00	171.71	2568	476
L13052	2020-01-0241681	MESSIAS PEDRO & MARI	1556.64	221.82	24.00	0.00	1802.46	2628	733
L13052 Total			1700.05	226.12	48.00	0.00	1974.17		
L13121	2019-01-0242351	CIOFFOLETTI CONSTRUC	889.43	106.73	24.00	0.00	1020.16	2568	120
L13121	2020-01-0242351	CIOFFOLETTI CONSTRUC	10176.12	1450.10	24.00	0.00	11650.22	2628	432
L13121 Total			11065.55	1556.83	48.00	0.00	12670.38		
L13122	2019-01-0242361	CIOFFOLETTI CONSTRUC	3897.98	467.76	24.00	0.00	4389.74	2568	121
L13122	2020-01-0242361	CIOFFOLETTI CONSTRUC	7399.56	1054.44	24.00	0.00	8478.00	2628	433
L13122 Total			11297.54	1522.20	48.00	0.00	12867.74		
Grand Total			450713.39	82420.84	4176.00	20.00	537330.23		

EXHIBIT B

§ 12 – 195h. Assignment of liens

Any municipality, by resolution of its legislative body, as defined in section 1-1, may assign, for consideration, any and all liens filed by the tax collector to secure unpaid taxes on real property as provided under the provisions of this chapter. The consideration received by the municipality shall be negotiated between the municipality and the assignee. The assignee or assignees of such liens shall have and possess the same powers and rights at law or in equity as such municipality and municipality's tax collector would have had if the lien 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. The assignee shall have the same rights to enforce such liens as any private party holding a lien on real property.

EXHIBIT C
(ASSIGNMENT AGREEMENT)

AGREEMENT FOR THE ASSIGNMENT OF
CERTAIN REAL PROPERTY TAX LIENS
OF THE CITY OF DANBURY

This Agreement is entered into by and between the City of Danbury, 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 "City") and _____, a _____ company organized and existing under the laws of the State of _____, (hereinafter referred to as the "Assignee") on the ___ day of _____, 2022

WHEREAS, the City 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 City seeks to assign said Tax Liens to the Assignee; and,

WHEREAS, the City Council of the City of Danbury has, by resolution dated May 4, 2009, authorized the assignment of certain Tax Liens and authorized the Mayor to execute any and all documents necessary to effectuate said assignment and,

WHEREAS, the City solicited proposals concerning the assignment of said Tax Liens in accordance with the provisions of Connecticut General Statutes § 12-195h and a "Request for Proposals for the Assignments of Delinquent Real Property Tax Liens of the City of Danbury" (hereinafter referred to as the "RFP", which is attached hereto as Schedule C, made a part hereof and incorporated herein by reference); and,

WHEREAS, the proposal submitted by the Assignee in response to said RFP is deemed to be in the best interests of the City and has accordingly been accepted.

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

1. Assignment

The City agrees to irrevocably assign to the Assignee all its right, title and interest in and to the Tax Liens listed in Schedule A attached hereto and made a part hereof (hereinafter referred to as the "Assigned Liens" or the "Final List"). The City agrees to the fullest extent allowed by the applicable Connecticut statutes or any other applicable law, to assign and transfer to Assignee all collection rights and remedies available to the City, including, without limitation, the right to foreclose any Assigned Lien and the right to commence an in personam action against any person responsible for the payment thereof. Notwithstanding the foregoing, or any other provision hereof, the rights granted to the Assignee hereunder shall not include the right of the Danbury Tax Collector to recover delinquencies secured by the Assigned Liens through a claim against other real property owned by the delinquent taxpayer. A document evidencing such assignment, in substantially the form attached hereto as Schedule B, shall be executed and delivered to the Assignee upon payment of the Purchase Price identified in Section 2 hereof. The Assignee agrees to accept the assignment and to assume the specific and pertinent rights, obligations and duties set forth in the RFP and in this Assignment Agreement.

2. Purchase Price

In consideration for the assignment of the Assigned Liens the Assignee agrees to pay the City the Purchase Price of \$ **XXX** on _____ (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 by wire transfer to an account designated by the City or by certified or bank check issued by a Connecticut banking institution.

The Assignee shall be entitled to retain all sums collected by it with respect to the Assigned Liens subsequent to the closing date. The Assignee shall be entitled to receive from the City all payments received, if any, with respect to the Assigned Liens on or before the Closing Date to the extent such amounts are not applied to reduce the Purchase Price. If for any reason the City receives any payments on any Assigned Liens to which the Assignee is entitled hereunder or pursuant to the RFP, the City shall hold such payment in trust for the benefit of the Assignee segregated from other funds of the City and immediately remit such payments to Assignee in accordance with Assignee's direction.

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 foreclosure the Tax Liens shall be the sole responsibility of and at the sole expense of the Assignee.

3. Assignment of Future Tax Liens

Subject to the prior authorization of the City Council, the City may, at its option, 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. 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 of 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 City 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 City, until said Future Tax Lien shall have been paid in full.

In the event that the City Council does not authorize the assignment of a Future Tax Lien, the City agrees that it will not commence any action to foreclose any such Future Tax Lien for a period of one (1) year from the date of filing of the continuation certificate relating to said Future Tax Lien, which period shall be extended if the City determines that the Assignee has commenced an action to foreclose an Assigned Lien relating to the same property and is proceeding with said foreclosure action in good faith and with due diligence.

The terms of the RFP and all subsequent agreements between the Purchaser and the City 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 City 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 City. The Assignee shall make a toll-free number available for use by taxpayers in contacting the Assignee.

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

A Certificate of Insurance will be required at the time of execution of contract evidencing general and professional liability coverage in an amount of at least \$2,000,000. Further, a contractual liability policy shall similarly be required in an amount sufficient to cover the Assignees obligations to the City hereunder.

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 City 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 terms and conditions of such payment plan shall be within the sole discretion of the Assignee. The City 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. **Provided however that in no event shall the Assignee name the City as a defendant in any foreclosure action.**

The Assignee may assign any or all of its interests, rights and obligations under this Agreement with respect to the Assigned Liens, provided however that prior to the assignment of any of the Assigned Liens, Assignee shall notify the City. The City shall not unreasonably withhold its consent to such further assignment. If the City does not object to the further assignment within sixty (60) days of notification by Assignee, the City shall be deemed to have consented to the assignment. In addition and notwithstanding anything herein to the contrary, Assignee shall have the right to freely assign the Assigned Liens either to an affiliate or to a lender for the purpose of financing only, without restriction. The term "affiliate" shall mean any person or entity controlling, controlled by or under common control of the Assignee. 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 City.

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 and hold harmless the City, its employees, 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 unlawful act of the Assignee, its officers and employees, to collect amounts secured by the Assigned 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 City.

The City shall indemnify and hold harmless the Assignee, its employees, 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 or, which arise out of or result from: (i) any unlawful exercise by the City of powers and authority granted to the Assignee by this Agreement, (ii) any unlawful acts of the City (including its officers and employees), (iii) the institution of foreclosure of any Assigned Liens or any other collection action taken by the City in violation of applicable law or any provisions of this Agreement or the RFP, and (iv) any inaccuracy or misrepresentation in or breach of any representations, warranties, covenants or agreements made by the City in this Agreement. Such indemnification shall include payment of any judgment as well as any legal fees or costs incurred by Assignee.

9. Representations and Covenants

The City 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 City represents that the Purchase Price paid for the Assigned Liens shall be accepted by the City as correct and accurate reflection of the sums due and owing for the assignment of said liens;

b. The City represents that the information concerning the Assigned Liens is the same information as contained in the records of the Danbury Tax Collector with respect to such liens. In the event that the information provided by the City to the Assignee is incorrect, and in reliance upon said information the Assignee has overpaid the City, the City 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 City 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 City, the City 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 City 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 City.

d. The City is the sole owner of and possesses full right, title and interest in and to each of the Assigned Liens;

e. 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;

f. The City is a political subdivision of the State of Connecticut and is duly organized and validly

existing under the laws governing its creation. The City has full power and authority to enter into and perform this Agreement and all action necessary to authorize the execution and delivery of this Agreement and the performance by the City of its obligations hereunder has been duly taken. This Agreement has been duly executed by the City and constitutes the legal, valid, binding and enforceable obligation of the City, enforceable against the City in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium or other laws relating to or affecting the rights of creditors generally or by general principles of equity;

g. There is no action, suit, claim or proceeding pending or, to the best of its knowledge, threatened against the City, 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 City, could have a material adverse effect upon the ability of the City to perform its obligations hereunder.

h. 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 City, 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. The City has complied with all applicable laws in connection with the sale of the Assigned Liens;
6. 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 City and shall have and possess the same powers and rights at law or in equity as the City 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
7. Such Assigned Liens have been levied by the City and the City 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.

j. For the term of this Agreement subsequent to the Closing Date, if the tax collector of the City has actual knowledge of a breach of any of the representations and warranties made by the City contained herein, the City shall give prompt written notice of same to the Assignee.

The City further covenants with the Assignee as follows:

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

b. The City 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 City for any such Assigned Lien the City 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 City shall provide to the Assignee, upon request, such information which the City 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 City for any liability or loss the City incurs due to the application of such laws to any funds transferred by the Assignee to the city in connection with this Agreement or the Assignment.

The Assignee covenants with the City 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 acknowledges that the transfer of any property or the foreclosure of any lien against any property which is subject to classification as an establishment involved in the handling of hazardous wastes under the Connecticut Transfer Act, Section 22a-134 et seq. of the Connecticut General Statutes, as amended, may constitute a transfer of operations for purposes of triggering and reporting requirements of said Transfer Act. The Assignee agrees to be solely responsible for determining and complying with any reporting requirements of the Transfer Act or any other similar law applicable to the Assignee that may apply to properties which are subject to the Assigned Liens in any foreclosure or other action against the Assigned Liens. In addition, the Assignee agrees to bear the sole duty of due diligence to determine the effect of, and bear the sole liability that may be created by, ownership or operation of, or any condition with respect to, any property which is subject to an Assigned Lien that may be in violation of any local, state or federal environmental law or regulation or that may result in any kind of enforcement action whatsoever.

d. The Assignee shall keep on file with the Danbury Tax Collector and the Danbury Corporation Counsel 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 and seal;

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

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 or the Assignment of Municipal Tax Liens (Schedule B), the Assignee shall be in default hereunder and the City 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 City 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 or the Assignment of Municipal Tax Liens (Schedule B) the City 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 City.

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.

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 City, 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 City: Scott M. Ferguson, CCMC
Tax Collector
City Hall
155 Deer Hill Avenue
Danbury, Connecticut 06810
with a copy to the Danbury Corporation Counsel at the same address.

If to the Assignee:

XXX

17. Binding Effect

This Agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

18. Governing Law; Venue; Consent to Jurisdiction

1. This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed, interpreted and enforced in accordance with the laws of Connecticut, without giving effect to the conflict of laws principles thereof.
2. The Assignee and the City irrevocably and unconditionally (i) agree that any suit, action or other legal proceeding arising out of this Agreement or the Assignment may be brought only in the state or federal courts of record located in Connecticut; (ii) consent to the non-exclusive jurisdiction of each such court in any such suit, action or proceeding; and (iii) waive any objections which they may otherwise have to the laying of venue of any such suit, action or proceeding in any such courts.

19. Counterparts

This Agreement may be executed and delivered in any number of counterparts, and such counterparts taken individually shall be sufficient to constitute the whole of this Agreement and taken together shall constitute one and the same instrument.

20. Miscellaneous

The Section heading 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.

21. 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 City of the Assignment of Municipal Tax Liens (Schedule B);
- (c) Payment by the Assignee to the City of the Purchase Price as of the Closing Date in accordance with payment instructions provided by the City;
- (d) Execution and delivery by the City 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 City of certified copies of Assigned Lien certificates.

22. 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 _____, 2022.

Signed, sealed and delivered
in the presence of:

CITY OF DANBURY

By: _____
 Dean Esposito
 Its Mayor

By: _____
 By:
 Title:

STATE OF CONNECTICUT)
) SS: Danbury , 2022
COUNTY OF FAIRFIELD)

Personally appeared Dean Esposito, Mayor of the City of Danbury, signer and sealer of the foregoing instrument who acknowledged the same to be his free act and deed and the free act and deed of the City of Danbury before me this _____ day of _____, 2022.

Corporation Counsel

STATE OF)
) SS: , 2022
COUNTY OF)

Personally appeared _____ the _____ of _____, signer and sealer of the foregoing instrument who acknowledged the same to be his free act and deed and the free act and deed of _____ before me this _____ day of _____, 2022.

Notary Public
My Commission Expires:
Commissioner of the Superior Court

SCHEDULE A
(List of Tax Liens)

SCHEDULE B
ASSIGNMENT OF MUNICIPAL TAX LIENS

THIS AGREEMENT is made this _____ day of _____, 2022 by and between the City of Danbury, a municipal corporation having its territorial limits within the County of Fairfield and State of Connecticut (hereinafter referred to as the "City") and _____, a _____ organized under and by virtue of the laws of the State of _____ (hereinafter referred to as the "Assignee"), both sometimes referred to as the Parties.

WITNESSETH THAT:

WHEREAS, the City 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") are more particularly described and listed 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, and pursuant to the provisions of a certain Agreement between the Parties hereto (which agreement is entitled, "Agreement For The Assignment Of Certain Real Property Tax Liens Of The City Of Danbury", a copy of which is on file in the Office of the Corporation Counsel of the City of Danbury, 155 Deer Hill Avenue, Danbury, Connecticut 06810), the City seeks to assign forever all right, title and interest in and to said Tax Liens and any potential future subsequent Tax Liens related to such Tax Liens to the Assignee; and,

WHEREAS, the City Council of the City of Danbury has, by resolution dated May 4, 2009 authorized the assignment of certain Tax Liens and authorized the Mayor to execute any and all documents necessary to effectuate said assignment.

NOW THEREFORE, in consideration of the promises herein contained, and for other good and valuable consideration which is hereby acknowledged, the Parties agree as follows:

1. Assignment. The City does hereby assign, bargain, grant, set over and transfer to the Assignee all of its right, title and interest in and to the Tax Liens contained in Schedule A and any potential future subsequent tax liens related to such Tax Liens. The Assignee hereby accepts the assignments as aforesaid and agrees to assume all obligations, powers and duties as the City and the City's tax collector would have pursuant to Connecticut law and as may be imposed by law. Said assignment is absolute, irrevocable and without recourse by the Assignee as against the City.

2. Costs. 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 such costs, expenses and 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. Hold Harmless. The Assignee shall hold harmless and indemnify the City from and against any and all claims, liabilities, actions, costs and expenses whatsoever, including, without limitation, all legal costs, expenses, fines and penalties arising out of or related in any way to the Assignee's actions to collect or foreclose the Tax Liens.

4. Successors and Assigns. All the representations, warranties, covenants and agreements contained in this Assignment by or on behalf of the Parties shall bind and inure to the benefit of their respective successors and permitted assigns.

5. Governing Law. This Assignment and all questions relating to its validity, interpretation, performance and enforcement, shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Connecticut.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of this the _____ day of _____, 2022.

Signed, sealed and delivered
in the presence of:

CITY OF DANBURY

By: _____
Dean Esposito
Its Mayor

By: _____
By:
Title:

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD)

) SS: Danbury

, 2022

Personally appeared Dean Esposito, Mayor of the City of Danbury, signer and sealer of the foregoing instrument who acknowledged the same to be his free act and deed and the free act and deed of the City of Danbury before me this _____ day of _____, 2022.

Corporation Counsel

STATE OF)
COUNTY OF)

) SS:

, 2022

Personally appeared _____ the _____ of _____, signer and sealer of the foregoing instrument who acknowledged the same to be his free act and deed and the free act and deed of _____ before me this 31st day of _____, 2022

Notary Public
My Commission Expires:
Commissioner of the Superior Court