

**PURCHASE OF ONE MORBARK BEEVER M12R WOOD CHIPPER AGREEMENT
TOWN OF CANTON**

THIS AGREEMENT made this ____ day of August, 2014, by and between the TOWN OF CANTON, a municipal corporation organized and existing under the laws of the State of Connecticut (hereinafter "Town"), and Newtown Power Equipment, Inc. of Newtown, and the State of Connecticut (hereinafter "Vendor").

WITNESSETH

WHEREAS, the Town has issued a Request for Proposals to purchase a Morbark Beever M12R Wood Chipper (the "RFP"), as more fully described in the RFP;

WHEREAS, Vendor submitted a proposal to the Town dated July 30, 2014 (the "Proposal");

WHEREAS, the Town has selected Vendor to sell the previously described a wood chipper (the "Wood Chipper"); and

WHEREAS, the Town and the Vendor desire to enter into a formal contract for the purchase of the Wood Chipper;

NOW THEREFORE, in consideration of the recitals set forth above and the mutual promises by the parties below, the parties agree as follows:

1. General – The Vendor hereby agrees to sell the Wood Chipper as described more fully in the RFP and Proposal, including any amendments to said Proposal and the Town hereby agrees to purchase the Wood Chipper. The Vendor agrees to all the terms and conditions set forth in the RFP, the Proposal and this Agreement which said documents are attached hereto and made a part hereof as if set forth herein.

2. Purchase Price – The purchase price for the Wood Chipper shall be \$34,745.60. The purchase price includes the Wood Chipper and the following options:

Discharge Clean-Out Door (Bottom)

Winch Package: Heavy Duty

Chip Safe: Safety Mechanism

Purchase price includes in trade from the Town: One 1992 Morbark Wood Chipper - Model #2036

The purchase price may be increased or decreased by written change orders signed by authorized representatives of the Town and the Vendor. The Town is exempt from the payment of federal excise taxes and state sales tax.

3. Inspection, Delivery and Acceptance – The Vendor shall deliver the Wood Chipper to the Town of Canton Highway Garage, located at 50 Old River Road, Collinsville, CT no later than 45 days after the execution of this agreement.

4. Warranty – All parts, equipment and supplies shall be covered by the manufacturer's standard warranty and the warranties specified in Vendor's Proposal and as required by the RFP.

5. Payment of Purchase Price – The Town shall pay the Vendor the purchase price within thirty (30) days of acceptance of the Wood Chipper. The Town's payment shall be in the form of a check made payable to the Vendor.

6. No Misrepresentations or Omissions – No representation, warranty or statement of the Vendor in the Proposal or this Agreement, including the exhibits hereto, or any document furnished pursuant thereto, contains or will contain any untrue statement of a material fact, or omits or will omit to state a material fact required to be stated to make the statements contained therein not misleading in any material respect.

7. Right to Terminate – Upon the failure of the Vendor to comply with any of the terms or conditions of this Agreement, the Town shall have the right to cancel the Agreement. Further, the Town may terminate all or a portion of this Agreement for its convenience and without cause.

8. Amendments – This Agreement may not be altered or amended, except by written agreement of the parties.

9. Entire Agreement – It is expressly understood and agreed that this Agreement states the entire Agreement between the parties and that the parties are not and shall not be bound by any stipulations, representations, agreement or promises, oral or otherwise, not printed or inserted in this Agreement or attached hereto as exhibits.

10. Validity – The invalidity of one or more of the phrases, sentences and clauses contained in this Agreement shall not affect the remaining portions so long as the material purposes of this Agreement can be determined and effectuated.

11. Connecticut Law and Courts – This Agreement shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut and the parties irrevocably submit in any suit, action or proceeding arising out of this Agreement to the jurisdiction of the United States District Court for the District of Connecticut and the jurisdiction of any court of the State of Connecticut.

12. Compliance with Laws – The Vendor shall comply with all federal, state and local laws and regulations governing the scope of this Agreement, including without limitation health, safety and environmental requirements, whether or not such laws and

regulations are fully and properly reflected in this Agreement or the exhibits attached hereto.

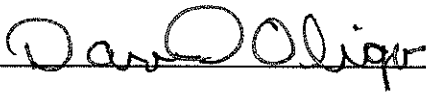
13. No Assignment – The Vendor shall not subcontract, transfer or assign its obligations under this Agreement or any portion thereof without the Town's prior written consent.

14. Execution – This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile) to each of the parties.

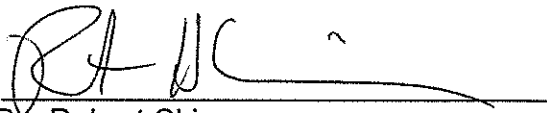
IN WITNESS THEREOF, the parties have executed this contract this ____ day of August, 2014.

NEWTOW POWER EQUIPMENT, INC.

TOWN OF CANTON, CONNECTICUT



By:
Its: ~~President~~
Duly Authorized



By: Robert Skinner
Its: Chief Administrative Officer
Duly Authorized