

MANAGEMENT AGREEMENT

THIS AGREEMENT, made as of the 1st day of January 2022 between Pond Place Tax District existing under the laws of the State of Connecticut, with its principal office in the Town of Avon, County of Hartford (hereinafter called the Tax District), and White & Katzman Management, Inc., a Connecticut Corporation with its principal place of business in the Town of East Hartford, CT, County of Hartford, and State of Connecticut, (hereinafter called the Agent).

WITNESSETH:

IN CONSIDERATION of the terms, conditions and covenants hereinafter set forth, the parties mutually agree as follows:

ARTICLE I: APPOINTMENT

- a. The Executive Board, (sometimes referred to as the Board of Directors), hereinafter called the "Board", acting on behalf of the Tax District hereby appoints the Agent, and the Agent hereby accepts appointment, on the terms and conditions hereinafter provided, as exclusive managing agent of Pond Place Tax District, Inc. located in the Town of Avon, County of Hartford, and the State of Connecticut, and consisting of 210 units.
- b. The Agent acknowledges that it has read and is familiar with the Declaration, the Bylaws and the Rules and Regulations promulgated thereunder and particularly with the duties and obligations of the Tax District, the Board, and the Agent as further specified in the Declaration and the Bylaws.
- c. The Agent agrees, notwithstanding the authority given to the Agent in this Agreement, to confer frequently and fully with the Board and officers in the performance of its duties as herein set forth and with reasonable prior notice to attend not more than TWELVE (12) Board meetings and ONE (1) Unit Owner's meeting annually virtually via Zoom. Pond Place Tax District & Pond Place Association, Inc. Board and Annual Meetings to take place at the same time. It is understood that the time length of the meetings shall not exceed 2 1/2 hours without incurring an additional charge at the Property Manager rate as referenced under Article III Section b of this agreement. Agent does not charge any additional fee associated with Zoom meetings. It is further understood and agreed that the authority and duties conferred upon the Agent hereunder are confined to the Common Elements and the Limited Common Elements as identified in the Declaration. Such authority and duties do not and shall not include supervision or management of individual Units.
- d. As part of its operating duties with the Tax District, the Agent will prepare the meeting agenda. The Agent will not be responsible for taking minutes during

Board meetings. The Agent will further be responsible for preparing notices to the unit owners for annual and special meetings, which would include but not be limited to; meeting notice, meeting agenda, proxy forms and ballots. The Agent will not charge any additional fees for these services other than outlined in Article III, section (c).

- e. The Board shall designate a single individual as a Board liaison that shall be authorized to act on behalf of the Board with the Agent on any matters related to the management of the Tax District. The Agent is directed not to accept directions or instructions with regard to the management of the Tax District from anyone else, unless otherwise directed by the Board from time to time. In the absence of any other designations by the Board, the President of the Board shall have this authority.

ARTICLE II: TERM

Unless terminated sooner as hereinafter provided, this Agreement shall be in effect for a term of **thirty-six (36) months**. In the event that future agreements are not executed by the expiration of this agreement it is hereby agreed that the existing contract would continue on a month to month basis under the same term and conditions.

ARTICLE III: COMPENSATION

- a. The Compensation which the Agent shall be entitled to receive for all services performed under this Agreement shall be **One Hundred Nine Thousand Three Hundred Fifty Dollars (\$109,350.00)** payable in monthly installments on the first day of the month in which the service is rendered as follows:

January 1, 2022 – December 31, 2023 – For this period, compensation will be payable in monthly installments of \$3,000.00

January 1, 2024 – December 31, 2024 – For this period, compensation will be payable in monthly installments of \$3,112.50

SALES TAX WILL BE CHARGED ON INVESTOR UNITS.

- b. In addition, the Agent will perform additional services not included in this contract, with the Board's approval, at the rate of \$200.00 per hour for a principal of White & Katzman, \$125.00 per hour for a property manager, \$75.00 per hour for an accountant and a charge of \$50.00 dollars per hour for clerical or administrative personnel. The Agent without the prior authorization of the Board of Directors will perform no additional services. These services could be, but are not limited to testimony or appearance in Court in behalf of the Tax District, or as requested by the Board to appear

- before any regulatory agency or court on behalf of the Tax District.
- c. Reproduction costs that are not billed directly to the Tax District by a vendor and are handled by the office equipment of the agent shall be billed at a rate of twenty (.20) cents per copy (includes the price of letterhead and envelopes) postage costs attributable to the Tax District will be billed at cost.
 - d. Building maintenance, repairs to the common areas and repairs to the interior of units that are a Unit Owner expense are not included in this Contract. The Management Company has established a business relationship with W&K Property Services, LLC (WKPS) to provide these maintenance services. These services are optional and not a requirement of this contract.
 - e. The Agent will develop and maintain, at its sole expense, an Tax District web portal to include, but not limited to: initial preparation and customizing of web portal, regularly updating electronic information on the web portal. The costs of hosting and all required maintenance of the web portal will be the Agent's responsibility. Agent will include the following features on the web portal at no additional cost the Tax District: Mass Messaging (Email Blasting), Board+ (Architecture Change Requests) and Board Task Management.

ARTICLE IV: DUTIES OF AGENT

- a. The Agent shall hire, in its own name, all managerial & other personnel necessary for the efficient discharge of the duties of the Agent hereunder. Compensation for the services of such employees shall be the responsibility of the Agent. The Agent will assign a property manager to act as an account executive for the Tax District.
- b. The Agent shall use its best efforts to render services and perform duties as follows:
 - l. Collect all regular and special assessments, fines and other sums due from unit owners. By specific direction, the Board may authorize the Agent to request, demand, collect and receive any and all charges, assessments, late charges, finance charges which may at any time be or become due to the Tax District and to take such action in the name of the Tax District by way of legal process or otherwise as may be required for the collection of delinquent charges of assessments. The Agent will send a minimum of two notices of delinquency as part of its management fee in an effort to collect delinquent fees. The cost of any collection efforts including but not limited to legal fees, sheriff's fees, will be borne by the Tax District. As a standard practice, the Agent shall furnish the Board with an itemized list of all delinquent

accounts as an addition to the monthly statement of receipts and disbursements. The Agent will make itself familiar with the Tax District's existing collection and delinquency policies. The Agent will work cooperatively with the Tax District's legal counsel in the process to collect delinquent common charges and assessments.

2. Cause the Common Elements of the Tax District to be maintained and repaired according to standards acceptable to the Board. For any one item of repair or replacement the expenses incurred shall not exceed the sum of ONE THOUSAND DOLLARS (\$1,000.00) unless specifically authorized by the Tax District; excepting, however, that emergency repairs, involving manifest danger to persons or property, or immediately necessary for the preservation and safety of the property, or required to avoid the suspension of any necessary service to the Unit Owners, may be made by the Agent irrespective of the cost limitation imposed by this paragraph. Notwithstanding this authority as to emergency repairs, it is understood and agreed that the Agent will, if at all possible confer immediately with the Board liaison or other officers of the Board regarding every such expenditure.

The Agent and its employs will, to the best of their ability, return correspondence within a twenty-four (24) hour time period during normal business hours, not including weekends or Holidays. The Agent will additionally provide a twenty-four (24) hour emergency telephone number for any emergencies that might arise at the community. The Agent further agrees to provide staff to respond to such emergencies as may be directed by the Tax District.

3. Take such action as may be necessary to comply with any and all orders or requirements affecting the property by any federal, state, county or municipal agency having jurisdiction therefore, and orders of the Board of Fire Underwriters or other similar bodies, subject to the same limitations contained in section 2 of this Article in connection with the making of repairs and alterations. The Agent, however, shall not take any action under this Paragraph so long as the Tax District is contesting, or has affirmed its intention to contest any such order or requirement. The Agent shall promptly and in no event later than 72 hours from the time of its receipt, notify the Board in writing of all such orders and notices of requirements. It is understood and agreed between both parties that this agreement may be terminated by the Agent with reasonable notice in the event that the Board fails to comply or directs the Agent not to comply with regulations of appropriate municipal departments and that in such events the Tax District will save the Agent harmless or indemnify the Agent against

any and all consequences of such failure to comply. Agent may not terminate service if the Tax District is contesting the regulations or rules with the appropriate agency, in such event the Tax District shall save the Agent from all consequences of such appeal.

4. If requested, the Agent will provide services necessary to obtain loans for the Tax District. Agent services will include review with legal counsel to verify that the Tax District documents permit corporate bank loans and if applicable, work with legal counsel to amend current documents to incorporate borrowing authority; agent will solicit financial institutions on behalf of Tax District and provide all necessary documentation required to secure loan commitment. The Agent charges a fee of 1% of the loan amount for this service. If the Tax District requests the Agent to provide the Supervisory Services on a project, the loan procurement is included in the supervisory fee.
5. Subject to the annual budget approved by the Board, or as otherwise approved by the Board, make contracts for insurance, landscaping, snow removal, exterminating, janitorial and other routine operating expenditures. When taking bids for said contracts, unless otherwise provided in the Agreement or directed by the Executive Board, for any contract expected to cost more than \$5,000.00, the Agent shall take reasonable steps to obtain at least three bids in writing for the Tax District all factors considered. Should the Agent supervise renovation, repair, or construction, including restoration of the Unit or part of the Unit, caused by fire or other occurrences whether covered by insurance or not, or supervise contracts for repairs or services not so stated in this Agreement in excess of five-thousand (\$5,000.00), Agent and Tax District will enter into a separate agreement and negotiate a fee due to Agent commensurate with the additional time and effort required for said project.
6. When authorized by the Board, cause to be placed or kept in force all forms of insurance required by the Connecticut Condominium Act of 1976 and Common Interest Ownership Act of 1984 and Public Act No. 09-225 effective July 1, 2010 and the Declaration and the Bylaws, including and as required by the Board Directors, but not limited to, workers' compensation insurance, public liability insurance, fire and extended coverage insurance, burglary and theft insurance, Directors and Officers Liability insurance, the cost to be borne by the Tax District. All of the various types of insurance coverage required should be placed with such companies, in such amounts and with such beneficial interests appearing therein that shall be acceptable to the Board. The Agent shall promptly investigate and make a full report within 72 hours as to all accidents or claims for damages

relating to the management, operation and maintenance of the Tax District, including any damages or destruction to the Unit, the estimated cost of repair, and shall cooperate and make any and all reports required by an insurance company in connection therewith.

7. Maintain the Tax District's financial record books, accounts and other records as provided by the Tax District's Declaration and Bylaws and pursuant to the Condominium Acts; issue Resale Certificates and Statements of Common Charges in accordance with the requirements of the Acts at an additional cost to the selling unit owner and issue certificates of account to unit owners requesting such, their mortgagors and lienors. Such records shall be kept at the office of the Agent and shall be available for inspection and copying during business hours. The agent will store current year and previous fiscal year records at its offices. Any additional record storage will be billed out to the Tax District at \$3.50 per record box per month. The Tax District may also conduct an external audit of the Agent, provided that the cost for same is paid by the Tax District to said independent auditor. The agent agrees to work cooperatively with the Tax District's independent auditor.
8. Maintain records sufficient to describe its services hereunder and financial books and records sufficient, in accordance with prevailing accounting standards, to identify the source of all funds collected by it in its capacity as Agent, and the disbursement thereof. Such records shall be kept at the office of the Agent and shall be available after reasonable notice and for inspection and copying by the unit owners during business hours. The Agent shall perform a continual internal accounting of the Agent's financial records relative to its services as Agent for the purpose of verifying same, but no independent or external audit shall be required of it. Notwithstanding the foregoing, if any unit owner's first mortgagee so stipulates, and after approval thereof by the Board, the mortgagee shall have the right to examine and inspect the books of the Agent at reasonable times upon prior written request at the Mortgagee's sole expense. As a standard practice, the Agent shall render to the Tax District a statement of receipts and disbursements monthly covering the preceding month, and in addition shall render to the Tax District, at least quarterly, a summary statement of receipts and disbursements.
9. From the funds collected and deposited in the special account hereinafter provided, cause to be disbursed regularly and punctually:
 - (i) Salaries and other compensation due and payable to the employees of the Tax District and any required taxes.

- (ii) Fire and other property insurance premiums, and
 - (iii) Sums otherwise due and payable by the Tax District as operating expenses authorized to be incurred under the terms of this Agreement, including the Agent's compensation. After disbursement in the order herein specified, any balance remaining in the special account may be disbursed or transferred from time to time, but only as specifically directed by the prior written consent of the Board.
10. Working with assistance of an accountant in the employ of the Tax District, where necessary, prepare for execution and filing by the Tax District all forms, reports and returns required by law to maintain compliance in connection with unemployment insurance, workmen's compensation insurance, disability benefits, social security, federal and state corporate taxes, business tax returns, and other similar taxes now in effect or hereafter imposed, and also requirements relating to the employment of personnel, if applicable.
 11. As approved by the Board establish and maintain, in a bank whose deposits are insured by the Federal Deposit Insurance Corporation or similar agency separate bank accounts for the Tax District for the deposit of the monies of the Tax District, with authority to draw thereon for any payments to be made by the Agent to discharge any liabilities or obligations incurred pursuant to this Agreement, and for the payment of the Agent's fee, all of which payments shall be subject to the limitations in this agreement. The Agent shall assure and hold in escrow, if directed by the Board, each month's sums as might be required for meeting future requirements. Authorized signatories for the various Tax District accounts will be as determined by the corporate resolutions and signatory documents as approved by the Board of Directors.
 12. At least ninety (90) days before the beginning of the new fiscal year, prepare a proposed operating budget setting forth an itemized statement of the anticipated receipts and disbursements for the new fiscal year, and taking into account the general condition of the Tax District. Such budget together with a statement from the Agent outlining a plan of operation and justifying the estimates made in every important particular, shall be submitted to the Board in final draft in sufficient time to permit the Board to vote on the budget and, thereafter, submit it for approval by the unit owners under Subsection 47-245(c) of the Common Interest Ownership Act. The budget shall serve as a supporting document for the schedule of Common Charges proposed for the new fiscal year. Said budget shall have

appended thereto a statement of each Unit Owner's proportionate share of the total assessment required by said budget based on the individual percentage interest of each Unit Owner. It shall also constitute a major control under which the Agent shall operate and there shall be no substantial variances therefrom, except such as may be approved by the Board.

13. It shall be the duty of the Agent at all times during the term of this Agreement to operate and maintain the Tax District according to the highest standards achievable consistent with the overall plan of the Tax District and the interest of the Unit Owners. The Agent shall see that all Unit Owners are aware of such rules, regulations and notices as may be promulgated by the Tax District or the Board from time to time. The Agent shall be expected to perform such other acts and deeds as are reasonable, necessary and proper in the discharge of its duties under this Agreement, including but not limited to, periodic inspections of the Common elements on no less than a bi-monthly basis. The Agent shall supervise, operate and control, manage and maintain at all times, the use and occupancy of the Tax District Common Elements and Units therein and as to rules and regulations as the Tax District may promulgate to enforce the same.
14. Agent shall perform a twice (2) per year exterior inspection of all dwellings, organize results of inspections and follow up with unit owners to ensure compliance with the Tax District's governing documents and policies. Agent charges a fee of \$900.00 per inspection.
15. Agent to act as Dam Operator and point person for Stub Pond dam maintenance and emergency response plan.

ARTICLE V: STATUS OF AGENT

Everything done by the Agent under the provisions of this Agreement shall be done as Agent of the Tax District, and all obligations or expenses incurred thereunder shall be for the account, on behalf, and at the expense of the Tax District, except that the Tax District shall not be obligated to pay the overhead expenses of the Agent's off-site office. Any payments to be made by the Agent hereunder shall be made out of such sums as are available in the special account of the Tax District, or as may be provided by the Tax District. The Agent shall not be obliged to make any advance to or for the account of the Tax District or to pay any sum, except out of funds held or provided as aforesaid, nor shall the Agent be obliged to incur any liability or obligation for the account of the Tax District.

The Board shall aid and assist the Agent in any reasonable manner requested by the Agent as to the collection of assessments, and the Board shall further aid and

assist the Agent in any reasonable manner required by the Agent as to simplify the method of collecting the monthly assessments or special assessments due from unit owners and if the Agent is unable to collect any such assessments, the Agent may refer such assessments to the Tax District's attorney for suit. The Agent charges an Administrative fee of \$200.00 for this service.

ARTICLE VI: LIABILITY OF THE TAX DISTRICT

The Tax District will indemnify the Agent and hold it harmless as long as the Agent is not in violation of the Management Agreement, Tax District Documents or applicable law(s), against any loss, cost, or expense, including any reasonable attorneys' fees, resulting from the Agent's acts taken pursuant to this management agreement.

The Tax District will provide coverage to the Agent, to the extent that this is available to the Agent under the Tax District's master policy, without additional cost to the Tax District.

The Agent will not be indemnified by the Tax District for anything it does contrary to the documents or applicable law(s) unless it is specifically instructed to do so by the Tax District's officers and board, calls the fact of the violation to the attention of the officers and board and, notwithstanding this, is instructed to take the action anyway.

The Agent will indemnify the Tax District and hold it harmless for any loss, cost, or expense, including reasonable Attorneys' fees due to the Agent's negligence or willful misconduct which are contrary to the Management Agreement, the documents or applicable law(s), or due to the consequences of any advice given by the Agent to the Tax District.

The Tax District understands and agrees that the Agent has expended great amounts of time and effort in the selecting, hiring, and training of its employees and the Agent's business, and conduct thereof, is dependent to a large extent upon maintaining and retaining employees who have been trained by the Manager and the Manager faces extreme hardship and monetary loss whenever such employees leave its service. For the above reasons, the Tax District agrees that it shall not, directly or indirectly, during the term of the Agreement or for two (2) years after the expiration of the term of this Agreement, employ or solicit for employment, or otherwise engage, Agent's employees. The Tax District further agrees that the Agent shall be entitled to injunctive relief, monetary damages or both, upon the Tax District's violation or breach of the foregoing.

Attorney Fees: In the event either party institutes an action to enforce or interpret the provisions of this Agreement, the reasonable attorney's fees in additions to "out of pocket" costs and expenses incurred in connection

therewith may be awarded at the discretion of the Court.

ARTICLE VII: TERMINATION

- a. Either party may terminate this contract at its sole discretion with a Ninety (90) day prior written notice to the other party. Agent is entitled to compensation in accordance with Article III of this agreement through the end of the ninety (90) days.
- b. Upon the expiration or other termination of the term of this Agreement, the Manager shall deliver to the Tax District, or to such other person as the Tax District may direct in writing, all of the records and materials relating to the Tax District in the possession of the Manager, in good order, including, but not limited to, the following:
 1. All funds of the Tax District in the possession of the Manager and the control of any Tax District funds under the control of the Manager;
 2. All Tax District Records in the possession or control of the Manager; and
 3. Any other material relating to the Common Interest Community or the Tax District that would not have come into the Manager's possession but for the services provided by the Manager under this Agreement.

All funds and financial records shall be delivered within five business days of the expiration or earlier termination of this Agreement and all other Tax District Records and materials shall be delivered within ten business days.

If the Manager receives any funds or materials relating to the Tax District after the termination of this Agreement, it shall forward them immediately to the Tax District or to such other party as the Tax District may direct in writing.

No claim by the Manager or dispute between the parties, including, but not limited to, a claim that the Manager has not been fully compensated under this Agreement shall permit the Manager to withhold or delay the transfer of any of the records, funds, and materials required under this section.

ARTICLE VIII: COMPLIANCE

- a. Compliance with Chapter 400b, Sections 20-450 to 20-462 of the

- c. Invalid Provisions. Any provision of this Agreement which may prove unenforceable or void shall not affect the validity of any other provision hereof, and the remaining portion shall be construed as if executed with the unenforceable or void portion eliminated.
- d. Entirety and Modifications. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other agreements, arrangements, representations, and communications, oral or written. This Agreement shall not be modified or amended except by written agreement of the parties hereto or their heirs, assigns, or successors.
- e. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns. Agent shall not have the right to assign this Agreement or its rights hereunder without prior approval in writing by the Board.
- f. Heading. Any headings or captions in this Agreement are for reference purposes only, and shall not expand, limit, change, or affect the meaning of any provision of this Agreement.
- g. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.

Signed, sealed, and delivered
In the presence of:

WHITE & KATZMAN MANAGEMENT, INC.

By _____
Adam White, Director of Operations

Date: _____

POND PLACE TAX DISTRICT

By: _____
Christopher Rossetti, President

Date: _____