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Agreements Pertaining to OVTD and OVCA since 1979

OVTD was established on October 29, 1979, according to provisions of Section 7-324 et seq. of the Connecticut General Statutes and described in its Charter, dated November 20, 1979. Since then the relationship between OVCA and OVTD and the responsibilities delegated by OVCA to OVTD have been designated in the following list of Agreements, as mentioned in Addendum V to Modus Operandi, dated June 21, 2011:

- 1 "License Agreement", dated December 12, 1979 known as original agreement
- 2 "Maintenance Agreement", dated December 12, 1979 known as original agreement
- 3 "Modus Operandi", dated July 22, 1980
- 4 "Addendum I to Modus Operandi", dated September 30, 1982
- 5 "Agreement", dated December 30, 1989
- 6 "Addendum II to Modus Operandi", dated December 30, 1989
- 7 "Addendum to Modus Operandi, dated June 9, 1999
- 8 "First Master Amendment" to Operational Agreements, dated July 1, 2007
(known as Operational Agreements)
- 9 "Addendum V to Modus Operandi", dated June 21, 2011
- 10 Anything new since 2011? Change-over of Club Houses from OVTD to OVCA

EXHIBIT A
LICENSE AGREEMENT

11/7/79
CC: RCB
N. Downs

AGREEMENT made this ^{December} 12th day of ~~November~~, 1979 between ORONOQUE VILLAGE CONDOMINIUM ASSOCIATION, a corporation created under the laws of the State of Connecticut (hereinafter referred to as "OVCA"), and ORONOQUE VILLAGE TAX DISTRICT, a body corporate and politic established pursuant to the provisions of Sections 7-325 and following of the General Statutes of Connecticut, (hereinafter referred to as "District");

WHEREAS, OVCA possesses certain rights pertaining to the use, maintenance and control of certain roadways and parking areas, including the shade and ornamental trees, sidewalks and crosswalks and drains, together with buildings, lighting and other fixtures and improvements appertaining thereto; and

WHEREAS, some of the purposes for which the District has been established, are: to provide police and fire protection, to light streets, to plant and care for shade and ornamental trees, to remove refuse, to construct and maintain roadways, sidewalks, crosswalks, drains, sewers, recreational and flood and erosion control facilities; and

WHEREAS, the District in order to be better able to accomplish its purposes, including particularly insuring accessibility by fire, police, refuse removal and other service vehicles and enforcement of laws and ordinances relative to the operation and parking of motor vehicles, desires to enter into this agreement with OVCA, relative to the rights in and to said property referred to

above, which agreement OVCA is willing to enter into:

NOW THEREFORE: In consideration of the premises and of the mutual covenants, stipulations and conditions herein contained, the parties hereto hereby agree as follows:

FIRST: Subject to previously recorded interests arising out of the OVCA's lease with Oronoque Hills and out of Oronoque Village Declarations of Condominium, OVCA hereby grants and conveys to the District a full non-exclusive license to use, maintain and establish and enforce rules, ordinances and regulations pertaining to the use of: the roadways, identified as the road right-of-way and all paved areas and the ground on either side of paved areas extending ten feet beyond and perpendicular to the pavement but not beyond the wall of any building, and including the parking areas, walkways, drains, and islands; and the land under the drains, ponds and streams and alongside them a distance of ten feet beyond the furthest extent reached by any drain, pond or stream; together with the trees, lawns, lighting and all other fixtures and improvements located in said areas.

SECOND: The District agrees:

1. To maintain all said property and facilities in good order and repair and to restore to reasonably satisfactory operating or usable condition, or to replace, any of the properties, including the fixtures or other facilities, of OVCA which during the term of this agreement shall be worn out, damaged or destroyed as a result of ordinary wear and tear, action of the elements or other casualty or as the result of the negligence of the District or others, not including however, any obligation to rebuild or to restore all or a major portion of such properties destroyed or rendered useless for the purposes for which they were designed or constructed by a war or other major calamity.

2. To the extent permitted by its financial position and credit, to build and maintain such additions or improvements to the properties herein described as may be necessary to meet the reasonable needs of the taxpayers and land owners residing in or owning property included within the District area and OVCA hereby consents that said properties may be attached to or operated in connection with the properties herein described, provided, however, that upon the termination of this agreement, OVCA shall have an option, which must be exercised within not less than six months of the termination date, to purchase from the District all or any part of such additions or improvements at cost to said District less a reasonable allowance for existing depreciation.

3. To carry public liability insurance for the benefit of itself and OVCA as their interests may appear, and any other insurance which may be required of it by law, and to keep the properties herein described free from all liens and encumbrances resulting from its use thereof during the period of this agreement. Real estate taxes and special assessments, if any, levied by the Town of Stratford upon any such properties shall likewise be borne by the District during such term.

THIRD: The term of this agreement shall be until July 1, 1980 and without action of either party, shall be renewed for successive one year terms unless either party hereto shall, not less than two months prior to the expiration date of the current yearly term, notify the other party in writing of its intention to terminate the agreement at the end of such yearly period.

FOURTH: Any dispute hereunder with respect to which the parties hereto shall be unable to reach an agreement, shall be settled by arbitration. If the parties are able to agree upon a single arbitrator, he shall proceed promptly to hear the dispute and to make a determination. If the parties are unable to agree, each shall appoint an arbitrator and the two so selected shall appoint a

third, and the arbitrators thus chosen shall proceed promptly as in the case of the single arbitrator. In the event of failure to agree upon procedurs for the conduct of such artibration, the rules established by the American Arbitration Association shall apply. The decision of the arbitrator or a majority of the three arbitra-tors, as the case may be, shall be final and binding upon the parties hereto.

FIFTH: No modification of this agreement shall be valid except when in writing and signed by the duly authorized represen-tatives of the parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the day and year first above written.

ORONOQUE VILLAGE CONDOMINIUM ASSOCIATION

By *Robert C. Beaches*
Its: *President*

ORONOQUE VILLAGE TAX DISTRICT

By *Elise W. Dorn*
Its: *Pres.*

V. J. D. L.

CC: RCB
N. DOWNS (Dec 16)

EXHIBIT B

MAINTENANCE CONTRACT

AGREEMENT made as of the 12th day of December 1979 between the ORONOQUE VILLAGE TAX DISTRICT, a body corporate and politic established pursuant to the provisions of Sections 7-325 and following of the General Statutes of Connecticut, (hereinafter referred to as the "Tax District"), and ORONOQUE VILLAGE CONDOMINIUM ASSOCIATION, INC., a corporation organized under the laws of the State of Connecticut, (hereinafter referred to as OVCA);

WHEREAS, the Tax District has been established to extinguish fires, to light streets, to plant and care for shade and ornamental trees, to construct and maintain roads, sidewalks, crosswalks, drains and sewers, to appoint and employ watchmen or police officers, to construct, maintain and regulate the use of recreational facilities, to plan, lay out, acquire, construct, reconstruct, repair, maintain, supervise and manage a flood or erosion control system, to plan, lay out, acquire, construct, maintain, operate and regulate the use of a community water system, to collect garbage, ashes and all other refuse matter in any portion of such district and provide for the disposal of such matter, and such other purposes permitted by law as may be approved by vote of said Tax District; and

WHEREAS, the Tax District lacks the personnel and facilities to perform many of the services and obligations for which it was constituted; and

WHEREAS, OVCA is equipped to perform these services and obligations or to secure the personnel and facilities to perform them; and

WHEREAS, the OVCA is willing to provide these services and obligations at its cost.

NOW THEREFORE, in consideration of the premises and of the mutual covenants, stipulations and conditions herein contained, the parties hereto agree as follows:

FIRST: The Tax District hereby engages OVCA to provide such of the maintenance and other services for which the Tax District has been established as are set forth on Schedule A attached, and such others as the Tax District may from time to time direct and as are acceptable to OVCA, together with any management, clerical or supervisory services incident thereto.

SECOND: OVCA shall receive as compensation each year from the Tax District that amount which will equal the cost to OVCA of providing the services rendered in accordance herewith. OVCA shall submit to the Tax District at least sixty (60) days prior to the end of the fiscal year*, an operating budget, containing

OVTD for services to be provided by OVCA is attached. *NO*

* ~~Current budget of OVCA is attached. For the period January 1, 1980 through June 30, 1980 the Tax District shall pay one-half the yearly total on the current budget for each service to be provided by OVCA.~~ *R₂*

a statement set forth in appropriate classifications and reasonable detail, of the anticipated costs and disbursements required to perform the duties required of OVCA for the Tax District during the new fiscal year. Before such time the Tax District shall notify OVCA of any new or unusual undertakings, purchases or projects the Tax District wishes instituted in the upcoming fiscal year. Upon approval of said budget by the Tax District voters, it shall become an obligation of the Tax District to provide to OVCA over the course of the ensuing fiscal year funds sufficient to pay the cost to OVCA of the services provided to Tax District residents under said budget, together with such modifications thereto as may be necessary to insure payment for the services required to be performed.

THIRD: OVCA hereby agrees to work closely with the Tax District in the preparation of the budgets as aforesaid and in the preparation of any supplemental budgets which developments during the years may make necessary or desirable. OVCA shall perform the services hereinabove provided for within the limits of said budget or budgets, respectively, and not in any event exceeding the reasonable cost thereof which shall include, in addition to direct charges for work and materials, a reasonable allowance for overhead and for depreciation of work equipment and similar depreci-

able property necessarily employed in rendering services. Such expenses shall also include reasonable provision for liability insurance, workmen's compensation and similar charges which may be incurred as a result of any legal requirements or in the exercise of reasonable business judgement.

FOURTH: The Tax District hereby agrees that at all times during the life of this agreement it will provide OVCA with sufficient funds, whether by the levying of real property taxes, special assessments, proceeds of borrowings or otherwise, to enable OVCA to perform its services under this Agreement in accordance with the approved budgets. Such funds shall be carried by OVCA on its books in a special account entitled "Oronogue Village Tax District Account" and shall not be expended except for services performed by OVCA for the Tax District under this Agreement.

FIFTH: The parties hereby agree that the services herein provided for shall be provided by OVCA as an independant contractor and not as an employee of the Tax District. All employees of OVCA shall be deemed to be its employees only. The Tax District further agrees that OVCA shall have the right to provide the aforesaid services by its own employees or by subcontracting the same. Neither said subcontractors nor their employees shall be deemed to be employees of the Tax District or of OVCA.

SIXTH: The term of this agreement shall commence as of January 1, 1980 and shall end June 30, 1980, and shall be renewed automatically for successive one year terms unless either party hereto shall not less than three months prior to the expiration date of any current yearly term, notify the other party in writing of its intention to terminate the same at the end of such yearly period, such notice to be mailed first class to the Clerk of the Tax District at his legal residence or to OVCA, as the case may be.

SEVENTH: Any dispute hereunder with respect to which the parties hereto shall be unable to reach an agreement shall be settled by arbitration. If the parties are able to agree upon a single arbitrator, he shall proceed promptly to hear the dispute and to make a determination. If the parties are unable to agree, each shall appoint an arbitrator and the two so selected shall appoint a third and the arbitrators thus chosen shall proceed promptly as in the case of the single arbitrator. In the event of failure to agree upon procedures for the conduct of such arbitration, the rules established by the American Arbitration Association shall apply. The decision of the arbitrator or a majority of the three arbitrators, as the case may be, shall be final and binding upon the parties hereto.

EIGHTH: The parties hereto agree that there may, ^{not} be interlocking relationships between the officers and directors of OVCA of the Tax District and of other parties with whom OVCA may subcontract for the performance of services required hereby. ~~X~~ ~~that the existence of such relationships shall not invalidate~~

~~this agreement or any acts taken hereunder in the absence of lack~~
~~of good faith or fraud.~~

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NINTH: No modification of this agreement shall be valid except when in writing and signed by the duly authorized representatives of the parties.

IN WITNESS WHEREOF, the Tax District and OVCA have caused this agreement to be signed by their Presidents, both thereunto duly authorized as of the day and year first above written.

ORONOQUE VILLAGE TAX DISTRICT

By *Kelsie D. Jones*
Its President

ORONOQUE VILLAGE CONDOMINIUM
ASSOCIATION, INC.

By *Robert C. Buescher*
Its President

SCHEDULE A

I. Roadways Maintenance

- A. Snow plowing and removal, sanding, sweeping, staking, etc., as required to keep the roads open and traversable for all purposes including access round the clock by emergency vehicles.
- B. Lights - to be maintained in operative condition.
- C. Tree care - Prune, trim, water, feed, spray, inspect and replace as required all trees and shrubs located within the Tax District road rights of way.
- D. Grass Islands, shoulders and public areas maintenance. Provide services as specified under A & C where applicable to grass islands and road rights of way, together with refertilizing, spraying, cutting and trimming of all grass, trees and shrubs within these areas as required to maintain these areas in a first class manner.
- E. Supplies - Provide the salt, sand, growth control products, fertilizers, seed, water, etc. as required to perform the services required hereunder.
- F. Reserves - To plan and advise so that adequate funds will be on hand through relatively level tax rates to meet road resurfacing and other major expenditures.

SCHEDULE A (Cont'd.)

II. Flood, Erosion & Water Control - Provide the services requisite to control and channel surface run-off water, maintain drains in a free flowing manner, avoid and repair erosion damage and attend to the ponds to avoid unwarranted accumulations and discharges including treatments as required for health purposes.

III. Public Areas - Including community buildings and recreation areas. Provide all maintenance, repairs and replacements as required to land, buildings and other improvements, including equipment, life guards and other personnel.

IV. Administration - Provide such supervisory and administrative services, including secretarial and bookkeeping, as may be necessary to perform all the above described services.

AGREEMENT
MODUS OPERANDI - ORONOQUE VILLAGE
TAX DISTRICT AND ORONOQUE VILLAGE
CONDOMINIUM ASSOCIATION, INC.

I. BACKGROUND

Oronoque Village Condominium Association, Inc., (OVCA) is a non-stock corporation, created under the laws of the State of Connecticut, and is comprised of all unit owners within the overall community known as Oronoque Village. The Oronoque Village Tax District (OVRTD) is a separate municipal subdivision district within the Town of Stratford, Connecticut, which encompasses the same territorial areas as Oronoque Village. OVRTD was established on October 29, 1979, by the voters of the district pursuant to the provisions of Sections 7-325 and following of the General Statutes of Connecticut. Some of the purposes for which OVRTD was established include, but are not limited to, road maintenance, recreational facilities, security, and refuse disposal. In order for OVRTD to be better able to accomplish its purposes, an agreement was entered into on November 29, 1979, between OVCA and OVRTD under which OVCA transferred and assigned to OVRTD full rights for the use of roadways and recreational areas.

With the formation of OVRTD, therefore, responsibility for the initiation, supervision, maintenance, control, or regulation of certain district functions was transferred from the OVCA to OVRTD with the result that OVRTD and OVCA have separate, distinct functions to perform. Coupled with this transfer of responsibility, it is recognized by OVRTD and OVCA that (1) methods and procedures previously employed to manage certain affairs of the Village require modification in order to recognize the responsibilities of OVRTD; and (2) OVRTD and OVCA activities are subject to applicable statutes of the State of Connecticut, Internal Revenue Service (IRS) regulations, and contractual arrangements as may apply between the organizations. The purpose of this agreement, accordingly, is to set forth certain policies and guidelines which are to be used to guide the decisions and operations of OVRTD and OVCA.

II. POLICY

It is the policy of OVRTD and OVCA to recognize and conduct the operations of their respective organizations in a manner which maintains a separation of powers between OVRTD and OVCA as required by applicable Connecticut State Statutes, IRS regulations, and certain contractual documents which may exist between the parties. Further, it is the policy of the two organizations to maintain open communication channels between the OVRTD Board (OVRTDB) and the OVCA Board (OV CAB) and between the Boards and the constituents of the district.

III. POLICY GUIDELINES

1. OVTDB and OVCA members are to conduct their affairs in keeping with the separation of powers policy.
2. OVCA may be a contractor to OVTDB for certain OVTDB related responsibilities. During OVCA's performance of duties as may be required by such a contract, OVTDB members will, in executing their prescribed functions, work through the President of the OVCA. Contact with the OVCA Executive Manager or members of his staff will be undertaken by OVTDB members only by permission of, or under procedures approved by, the President of OVCA.
3. Certain OVCA committees have expertise known to be useful to OVTDB in performing its duties. Pursuant to the above open communications policy, OVTDB will assign members to act in a permanent liaison capacity to the following OVCA committees:

Maintenance Committee
Tennis Committee
Insurance Committee

The purpose of such liaison is restricted to receiving advice and recommendations from the constituents of the district. OVTDB members are prohibited from voting or otherwise partaking in the official deliberations of such OVCA committees. Official committee recommendations will be submitted to OVCA for its comment and decision prior to submission to the OVTDB as a further method of obtaining the views of the residents of the district. Each of the above committees have their own written procedures or regulations under which the committees function. The OVTDB hereby approves such procedures/regulations as attached hereto. Any changes to these procedures/regulations are henceforth subject to approval by OVTDB. (Committee matters applicable solely to OVCA are excluded from OVTDB approval.)

4. It is recognized that OVCA may be a major contractor to OVTDB. There is a need, therefore, for open communications between OVTDB and OVCA for the purposes of negotiating contracts, amending same, and assessing performance of OVCA in matters relating to the contract. From time to time, therefore, OVTDB may assign liaison

members to other OVCA committees with the permission of the OVCAB. These include, but are not limited to:

Executive Committee
Finance Committee
Horticulture Committee

5. Nothing herein shall restrict either party's flexibility to employ other means to carry out its responsibilities or functions as prescribed by statute, organization by-laws, or agreements which may exist between the parties.

IV. AMENDMENT

This agreement may not be superseded, amended or modified except by written agreement between the parties.

ORONOQUE VILLAGE
CONDOMINIUM ASSOCIATION, INC.

By *R. C. Buescher*
R. C. Buescher

Title President

Dated July 22, 1980

ORONOQUE VILLAGE
TAX DISTRICT

By *C. E. Franklin*
C. E. Franklin

Title President

Dated July 22, 1980

ADDENDUM I
TO MODUS OPERANDI
DATED JULY 22, 1980

Doc 3
9-30-82

1. PURPOSE

This Addendum is published for the purpose of providing interpretations, guidance, and further direction regarding the implementation of the Modus Operandi as jointly signed by OVTD and OVCA on July 22, 1980.

2. PARAGRAPH III.2 - CONTACT WITH OVCA EXECUTIVE MANAGER BY OVTDB MEMBERS

OVTDB members responsible for overseeing specific functions (e.g., committee members) which fall under the maintenance contract or special joint OVTD/OVCA projects may have direct contact with the Executive Manager for purposes of ascertaining performance status, obtaining recommendations, or carrying out specific responsibilities assigned by joint OVTDB/OVCAB projects or directives. OVTD matters not falling within the scope of the preceding statement are to be cleared with the OVCA President before contact is made with the Executive Manager.

NOTE: OVTD Committee Chairpersons who are not OVTDB members must have clearance by the OVTD President prior to contacting the Executive Manager on OVTD business.

3. PARAGRAPH III.3 - LIAISON REPRESENTATIVES

Since the OVTDB has assumed responsibility for the Security Committee and the House and Pool Committee, this paragraph shall also mean that the OVCAB will assign OVCAB members to the Security and House/Pool Committees to act in a liaison capacity for the purpose of providing advice and recommendations from the OVCAB. As with OVTDB liaison members, OVCAB liaison members are prohibited from voting or otherwise partaking in the official deliberations of OVTDB committees. Official recommendations of the Security and House/Pool Committees will be made to the OVTDB and will be forwarded to OVCAB for its comment and recommendations as a further method of obtaining the views of the residents of the district.

The prohibition in paragraph III.3 against OVTDB and OVCAB members' voting or officially partaking in official deliberations of committees is limited to Board members only. That is, residents of the Village may simultaneously be members of OVCA and OVTD committees and partake in official functions thereof without restriction.

4. PARAGRAPH III.4 - ADDITIONAL LIAISON

To further assure open communications between OVTDB and OVCAB, it shall be required that the Presidents of both Boards meet at least monthly for the purpose of discussing (1) OVCA performance under the maintenance contract, (2) status of special projects of joint concern which are underway by either or both Boards, and (3) potential problems of joint concern. The Presidents may have in attendance at such meetings the Executive Manager and other Board members of their choice. Attendees, however, should be limited to those having a needed input to the agenda items.

ORONOQUE VILLAGE
CONDOMINIUM ASSOCIATION, INC.

By: Eke Sanders

Title: President

Dated: September 15, 1982

ORONOQUE VILLAGE
TAX DISTRICT

By: Jerome Seeborn

Title: President

Dated: Sept. 30, 1982

AGREEMENT
BY AND BETWEEN
ORONOQUE VILLAGE
TAX DISTRICT

&

ORONOQUE VILLAGE CONDOMINIUM ASSOCIATION

1. BACKGROUND

Oronoque Village Condominium Association, Inc., hereinafter referred to as "OVCA", is a non-stock corporation, created under the laws of the State of Connecticut, and is comprised of all unit owners within the overall community known as Oronoque Village. The Oronoque Village Tax District, hereinafter referred to as "OVTD", is a separate municipal subdivision district within the Town of Stratford, Connecticut, which encompasses the same territorial areas as Oronoque Village. OVTD was established on October 29, 1979, by the voters of the district pursuant to the provisions of Sections 7-325 and following the General Statutes of Connecticut. Some of the purposes for which OVTD was established include, but are not limited to, road maintenance, recreational facilities, security and refuse disposal. In order for OVTD to be better able to accomplish its purposes, a License Agreement was entered into on December 12, 1979 between OVCA and OVTD under which OVCA transferred and assigned to OVTD full rights for the use of roadways and recreational areas, in the

COHEN, SYLVESTER
& MICCI
ATTORNEYS AT LAW
315 MAIN STREET
DERBY, CONNECTICUT 06418
16-9821
O. 10072

Oronoque Village Condominium complex. A copy of which is attached hereto, made part hereof and marked "Exhibit A".

With the formation of OVTD, therefore, responsibility for the initiation, supervision, maintenance, control or regulation of certain district functions was transferred from the OVCA to OVTD with the result that OVTD and OVCA have separate, distinct functions to perform.

The parties further agree as follows:

1. The Oronoque Village Tax District does not employ any permanent help and since the Oronoque Village Condominium Association maintains a permanent staff of maintenance employees, clerks and administrative personnel, the Oronoque Village Tax District signed a contract with OVCA to supply the Tax District with the labor and services required to handle Tax District responsibilities dated December 12, 1979. A copy of which is attached hereto, made part hereof and marked "Exhibit B".

2. OVCA hereby agrees to supply OVTD with the labor and other services as may be required, by the OVTD responsibilities in the protection, upkeep, maintenance and improvement of the complex, for which OVTD agrees to pay OVCA as provided herein.

3. The allocation of the total expenses incurred by OVCA by and between OVCA and OVTD shall be as follows:

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& MICCI
ATTORNEYS AT LAW
315 MAIN STREET
DERBY, CONNECTICUT 06418
735-0521
NO. 10072

| <u>OVCA Account Number and Name</u> | <u>Percentage Allocated to OVTD</u> |
|-------------------------------------|-------------------------------------|
| 700-Payroll-Permanent Employees | 55.7 |

| | | |
|---|-----------------------------|--------|
| " | -Snow Overtime | 100.00 |
| " | -Summer Help | 55.7 |
| " | -Life Guards | 100.0 |
| " | -Community House Attendants | 100.0 |
| " | -Administration | 55.7 |
| " | -General Overtime | 55.7 |
| " | -Miscellaneous | 55.7 |
| | 720-Payroll Taxes | 55.7 |
| | 730-Benefits | 55.7 |
| | 735-Workmen's Compensation | 55.7 |
| | Retirement Fund | 55.7 |
| | 800-Building Repairs | 15.0 |
| | 870-Lawnmower Repairs | 30.0 |
| | 900-Grounds | 30.0 |
| | 1000-Maintenance Supplies | 40.0 |
| | 1020-Miscellaneous | 50.0 |
| | 1040-Contingency | 37.5 |

Note: While different percentages are shown above for the accounts involved, the overall allocation is made on a 55.7% basis.

Note: The Tax District maintains 10 feet on each side of the Village roads.

| | |
|---------------|-----------|
| 740-Insurance | 15 to 100 |
|---------------|-----------|

COHEN, SYLVESTER
& MICCI
ATTORNEYS AT LAW
100 MAIN STREET
DELRAND, CONNECTICUT 06416
TELEPHONE 860-9521
FAX NO. 10072

Note: Insurance costs for the different policies require various allocations:

Umbrella - OVTD 15%, Equipment and Vehicles, TV Tower -
OVTD 100%, Officer's and Director's Liability - OVTD 50%

750-Refuse Collection 100

Note: While the Town of Stratford pays for the weekly trash collection, removal of other debris, dumpster rental, newspaper and wood recycling are Tax District expenses.

760-Security 100

770-Electricity 100

780-Water 100

790-Gas 100

830-Drainage 100

Note: A similar account is on OVCA's records. OVTD expenses are those associated with the village roads and streams: such as Catch Basins, Grade, Stream Erosion, Storm Drains and Blow Off Valves.

860-Motor Vehicle Repair 100

Note: All motor vehicles and other equipment are owned by the OVTD.

880-Gasoline and Oil 50

890-Electrical Equipment 100

910-Telephone 55

920-Building Cleaning Supplies 85

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| | |
|---------------------|-----|
| 930-Office Supplies | 55 |
| 940-Lock Box | 50 |
| 950-Auditing | 100 |

Note: The independent Certified Public Accountant bill OVTD and OVCA separately for audit and other services.

960-Legal

Note: The Attorneys bill OVTD and OVCA separately for legal services.

| <u>OVCA Account Number and Name</u> | <u>Percentage Allocated to OVTD</u> |
|-------------------------------------|-------------------------------------|
|-------------------------------------|-------------------------------------|

| | |
|------------------------|-----|
| 970-Street Maintenance | 100 |
|------------------------|-----|

| | |
|------------|-----|
| 1010-Taxes | 100 |
|------------|-----|

Note: This account includes Property, Personal Property and Sewer Taxes from the Town of Stratford.

| | |
|-------------------|-----|
| 1030-Snow Removal | 100 |
|-------------------|-----|

Note: This account covers salt, sand, equipment rental and food for labor involved in overtime snow removal.

| | |
|------------------|-----|
| 1040-Contingency | 100 |
|------------------|-----|

| | |
|-----------------------------|-----|
| 1050-Community House Rental | 100 |
|-----------------------------|-----|

| | |
|-----------------------|-----|
| 200-Capital Equipment | 100 |
|-----------------------|-----|

| | |
|-----------------------------|-----|
| 101-Community House Reserve | 100 |
|-----------------------------|-----|

| | |
|------------------|-----|
| 103-Road Reserve | 100 |
|------------------|-----|

| | |
|----------------------------|-----|
| 107-Self Insurance Reserve | 100 |
|----------------------------|-----|

5. Nothing herein shall restrict either party's flexibility to employ other means to carry out its responsibilities or

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8 NO. 10072

functions as prescribed by statute, organization by-laws, or agreements which may exist between the parties.

6. This agreement may not be superseded, amended or modified except by written agreement between the parties.

7. The executed original of this contract shall be kept on file at the office of the Executive Manager.

Dated at Stratford, Connecticut this 30th day of December , 1989.

ORONOQUE VILLAGE
CONDOMINIUM ASSOCIATION, INC.

ORONOQUE VILLAGE
TAX DISTRICT

BY: John R. Thompson
JOHN R. THOMPSON

BY: Roy F. Dietrich
ROY F. DIETRICH

Title: President

Title: President

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11/10/89 - 10/7

ADDENDUM II
MODUS OPERANDI - ORONOQUE VILLAGE
TAX DISTRICT
&
CONDOMINIUM ASSOCIATION

DATED: DECEMBER 30, 1989

I. PURPOSE AND BACKGROUND

Oronoque Village Condominium Association, Inc., hereinafter referred to as "OVCA", is a non-stock corporation, created under the laws of the State of Connecticut, and is comprised of all unit owners within the overall community known as Oronoque Village. The Oronoque Village Tax District, hereinafter referred to as "OVTD", is a separate municipal subdivision district within the Town of Stratford, Connecticut, which encompasses the same territorial areas as Oronoque Village. OVTD was established on October 29, 1979, by the voters of the district pursuant to the provisions of Sections 7-325 and following the General Statutes of Connecticut. Some of the purposes for which OVTD was established include, but are not limited to, road maintenance, recreational facilities, security and refuse disposal. In order for OVTD to be better able to accomplish its purposes, an agreement was entered into on November 29, 1979 between OVCA and OVTD under which OVCA transferred and assigned to OVTD full

COHEN, SYLVESTER
& MICCI
ATTORNEYS AT LAW
315 MAIN STREET
DERBY, CONNECTICUT 06418
T) 735-9521
S NO. 10072

rights for the use of roadways and recreational areas, in the Oronoque Village Condominium complex.

With the formation of OVTD, therefore, responsibility for the initiation, supervision, maintenance, control or regulation of certain district functions was transferred from the OVCA to OVTD with the result that OVTD and OVCA have separate, distinct functions to perform. Coupled with this transfer of responsibility, it is recognized by OVTD and OVCA that (1) methods and procedures previously employed to manage certain affairs of the Village require modification in order to recognize the responsibilities of OVTD; and (2) OVTD and OVCA activities are subject to applicable statutes of the State of Connecticut, Internal Revenue Service (IRS) regulations, and contractual arrangements as may apply between the organizations. The purpose of this agreement accordingly is to set forth certain policies and guidelines which are to be used to guide the decisions and operations of OVTD and OVCA.

This Addendum is published for the purpose of providing current interpretations, guidance and further direction regarding the implementation of the "Modus Operandi" as jointly signed by OVTD and OVCA on July 22, 1980 and as amended by "Addendum I" dated September 15, 1982 and September 30, 1982.

II. POLICY

It is the policy of OVTD and OVCA to recognize and conduct the operations of their respective organizations in a manner which maintains a separation of powers between OVTD and OVCA as required by applicable Connecticut State Statutes, IRS regulations, and certain contractual documents which may exist between the parties, further, it is the policy of the two organizations to maintain open communication channels between the OVTD Board and the OVCA Board and between the Boards and the constituents of the district.

III. BOARD MEMBERS

Members of the OVTD and OVCA Boards will conduct their affairs in accordance with the separation of powers policy.

1. No member of the OVTD Board or an OVTD Committee member will serve on the OVCA Board or an OVCA Committee concurrently.
2. No member of the OVCA Board or an OVCA Committee will serve on the OVTD Board or an OVTD Committee concurrently.
3. Separate and distinct accounting records, board minutes, contracts, etc. will be maintained by both entities, OVTD and OVCA.

IV. RELATIONS WITH THE EXECUTIVE MANAGER

The officers of the Oronoque Village Tax District (President, Vice President, Treasurer and Clerk) will have free contact with the Executive Manager and his staff on any and all

matters which are included in the Tax District Annual Expense and Capital Budget.

1. If any matter, in the sole discretion of the Executive Manager, requires the notification or action of both the OVTD Officers and Board and the OVCA Officers and Board, it is the responsibility of the Tax District President to notify the OVCA President, verbally or by letter.

2. Nothing in this paragraph is intended to impede communications between the OVTD and OVCA Boards.

V. RESPONSIBILITIES TRANSFERRED TO THE TAX DISTRICT

1. Roadways and Recreational Facilities: - Roadways and recreational facilities were transferred to the Oronoque Village Tax District on December 12, 1979.

2. Street and Cluster Lighting: - Street and cluster lighting were transferred to the Oronoque Village Tax District on December 12, 1979.

3. Committees Transferred: - The following OVCA Committees were transferred to Oronoque Village Tax District:

- a. House
- b. Pool
- c. Security
- d. Bulletin
- e. Tennis
- f. Mini Farms

Note: The functions and duties of the above committees as well as other Tax District committees are covered in Section 1.03 of the OVTD Procedure manual dated December 1, 1989, effective December 1, 1989, which is hereby incorporated herein by reference.

VI. LIAISON BETWEEN BOARDS

1. Committee Liaison: - The OVTD President or the OVCA President Board shall assign liaison members to committees maintained by either Board upon notification to each other.

a. Liaison members may participate in all committee activities, however, they shall have no vote as liaison members.

b. Where liaison members are assigned, the committee chairperson will furnish the liaison member and the President of OVTD or OVCA with minutes of each committee meeting.

c. Tax District Board members shall be assigned to liaison with OVCA committees by the Tax District President.

OVCA Board members shall be assigned to liason with OVTD committees by the OVCA President.

d. The Chairperson of any committee may contact the Executive Manager for purposes of ascertaining performance coverage, obtaining recommendations or carrying out specific responsibilities as approved by either Board.

2. Presidents' Meeting: - To further ensure open communications between OVTD and OVCA Boards, it shall be required

that the Presidents and/or their designees of both Boards meet monthly or as needed for the purpose of discussing:

- a. OVCA performance under the maintenance contract.
- b. Status of special projects of joint concern which are underway by either or both Boards.
- c. Potential problems of joint concern.
- d. The Presidents may have in attendance at such meetings, the Executive Manager and other Board members of their choice. Attendees, however, should be limited to those having a needed input to the agenda items.

VII. COMMITTEE LIAISON

The purpose of such liaison is restricted to receiving advice and recommendations from the constituents of the district. OVTD Board members are prohibited from voting or otherwise partaking in the official deliberations of such OVCA committees. Official committee recommendations will be submitted to OVCA Board for its comment and decision prior to submission to the OVTD Board as a further method of obtaining the views of the residents of the district. Each of the forenamed committees have their own written procedures or regulations under which the committees function. The OVTD Board hereby approves such procedures and regulations as attached hereto. Any changes to these procedures/regulations are henceforth subject to approval

by OVTD Board. Committee matters applicable solely to OVCA matters are excluded from OVTD Board approval, and vice-versa.

4. It is recognized that OVCA is a major contractor to OVTD. There is a need, therefore, for open communications between OVTD and OVCA Boards for the purposes of negotiating contracts, amending same and assessing performance of OVCA in matters relating to the contract. From time to time, therefore, either the OVTD and/or OVCA Board may assign liaison members to other's committees with the permission of the said Boards. These include, but are not limited to:

Architectural Committee

Executive Committee

Finance Committee

Horticulture Committee

5. Nothing herein shall restrict either party's flexibility to employ other means to carry out its responsibilities or functions as prescribed by statute, organization by-laws, or agreements which may exist between the parties.

VIII. AMENDMENT

This agreement may not be superseded, amended or modified except by written agreement between the parties.

ORONOQUE VILLAGE CONDOMINIUM
ASSOCIATION, INC.

BY: *John R. Thompson*
JOHN R. THOMPSON

Title: President

ORONOQUE VILLAGE
TAX DISTRICT

BY: *Roy J. Dietrich*
ROY R. DIETRICH

Title: President

Addendum to Modus Operandi
Dated June 9, 1999

Purpose:

This addendum is published for the purpose of providing for the change in certain line item allocations between the OVTD and the OVCA. This change as recommended in the budgets for the fiscal year 1999-2000 was passed by both the OVTD and OVCA Board of Directors and approval was voted on by residents of the Tax District at its meeting of May 25, 1999.

The changes are as follows:

| <u>Account #</u> | <u>Line Item</u> | <u>Current %</u> | | <u>Change %</u> | |
|------------------|------------------|------------------|-------------|-----------------|-------------|
| | | <u>OVCA</u> | <u>OVTD</u> | <u>OVCA</u> | <u>OVTD</u> |
| 6700 | Payroll | 44.3 | 55.7 | 60 | 40 |
| 67200 | Payroll Taxes | 44.3 | 55.7 | 60 | 40 |
| 67300 | Benefits | 44.3 | 55.7 | 60 | 40 |
| 67350 | Workmen Comp. | 44.3 | 55.7 | 60 | 40 |
| 67380 | Retirement Fund | 44.3 | 55.7 | 60 | 40 |
| C/800/ 68000 | Building Repair | 85 | 15 | 90 | 10 |
| C/1000 | Pest Control | 60 | 40 | 90 | 10 |
| 930 | Office Supplies | 45 | 55 | 50 | 50 |

Dated at Stratford, Connecticut this 9th day of June, 1999.

Oronoque Village Condominium Association

Oronoque Village Tax District

By Robert M. Blake

By Harold Gannon

Title: President

Title: President

FIRST MASTER AMENDMENT TO OPERATIONAL AGREEMENTS

This First Master Amendment to Operational Agreements dated as of July 1, 2007, by and between **ORONOQUE VILLAGE CONDOMINIUM ASSOCIATION, INC.**, a Connecticut corporation with a mailing address of 600 North Trail, Stratford, Connecticut 06614, (hereinafter called "OVCA"), and **ORONOQUE VILLAGE TAX DISTRICT**, a separate municipal subdivision district organized and existing under Connecticut General Statutes Section 7-325 and having its mailing address as 600 North Trail, Stratford, Connecticut 06614(hereinafter called "OVTD").

WHEREAS, OVCA and OVTD have entered into the following agreements to govern the relationship of the entities concerning the governance of Oronoque Village located in Stratford Connecticut: (i) a License Agreement dated December 12, 1979, (ii) a Maintenance Contract dated December 12, 1979, (iii) an Agreement / Modus Operandi dated July 22, 1980 ("Modus Operandi I"), (iv) an Addendum I to Modus Operandi I dated September 30, 1982, 1980, (v) an Agreement dated December 30, 1989, and (vi) Addendum II to Modus Operandi I dated December 30 (collectively the "Operational Agreements"); and

WHEREAS, the parties desire to amend the Operational Agreements by providing for (i) OVTD's establishment of a separate Shade and Ornamental Tree Account, Account 69825, (ii) OVCA's modification of its existing General Grounds Account, Account 69000 to remove line items for tree work and tree sprays along with sharing of costs in plantings sub account, and (iii) OVTD's Buildings and Cleaning Supplies Account, Account 69200 shall no longer require fifteen (15.00%) percent reimbursement from the OVCA.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. OVTD shall establish within its budget a Shade and Ornamental Tree Account, Account 69825 to cover the costs of tree work, stump grinding, removal of wood, tree replacement and tree spraying.
2. OVCA in its budget General Grounds Account, Account 69000, shall remove the line items for tree work and tree sprays. In addition the costs associated with the planting sub account shall be shared with OVTD as the parties shall agree. In other words, the OVCA General Grounds Account, Account 69000 shall still charge OVTD thirty (30%) percent of its expenses and costs less the tree expenses.
3. OVTD's Buildings and Cleaning Supplies Account, Account 69200 shall no longer require fifteen (15.00%) percent reimbursement from the OVCA.
4. This Agreement shall be governed by the laws of the State of Connecticut.
5. Except as otherwise expressly set forth herein, the Operational Agreements, as modified hereby, remains in full force and effect.

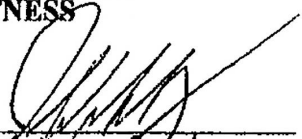
IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of July 1, 2007.

Signed, sealed and delivered
in the presence of:

FIRST WITNESS

Signature:

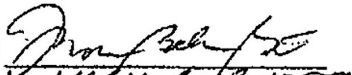
Print Name:


John Staher

SECOND WITNESS

Signature:

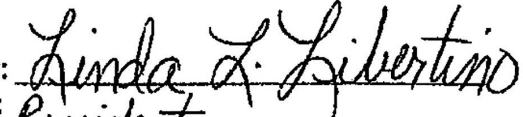
Print Name:


MARIA G. GUZMAN

ORONOQUE VILLAGE
CONDOMINIUM ASSOCIATION, INC.

By:

Its:


President

FIRST WITNESS

Signature: _____

Print Name: _____

[Handwritten Signature]
John Staley

SECOND WITNESS

Signature: _____

Print Name: _____

[Handwritten Signature]
MARIA G. BUZETA

ORONOQUE VILLAGE TAX DISTRICT

By: _____

Its: _____

[Handwritten Signature]
Vice President

ADDENDUM V
TO
MODUS OPERANDI
ORONOQUE VILLAGE TAX DISTRICT &
ORONOQUE VILLAGE CONDOMINIUM ASSOCIATION, INC.

DATED June 21, 2011

I. PURPOSE AND BACKGROUND

Oronoque Village Condominium Association, Inc. ("OVCA") is a Connecticut non-stock corporation created under the laws of the State of Connecticut, comprised of all unit owners within the condominium community known as Oronoque Village. The Oronoque Village Tax District ("OVTD"), which encompasses the same territorial area as Oronoque Village, was established on October 29, 1979, by voters of the district pursuant to the provisions of Sections 7-324 et seq., of the Connecticut General Statutes, to maintain the roads and recreational facilities and to provide security and refuse disposal services within the Village. To this end, OVCA and OVTD entered into a License Agreement ("License Agreement") dated December 12, 1979, in which OVCA granted to OVTD a non-exclusive license to provide security, light streets, plant and care for shade and ornamental trees, construct and maintain roadways, sidewalks, crosswalks, drains, and sewers, maintain recreational facilities and provide flood and erosion control facilities. These services are provided by OVTD using OVCA employees, pursuant to a Maintenance Agreement also dated December 12, 1979 ("Maintenance Agreement"). The License Agreement and the Maintenance Agreement shall hereinafter be collectively referred to as the "Original Agreements". The Original Agreements and the working operational relationship between OCVA and OVTD were thereafter implemented pursuant to an Agreement described as a Modus Operandi, dated July 22, 1980, as

modified by Addendum I, dated September 30, 1982; by an Agreement dated December 30, 1989 and Addendum II to Modus Operandi, also dated December 30, 1989; by an Addendum to Modus Operandi dated June 9, 1999; and by a First Master Amendment to Operational Agreements, dated as of July 1, 2007 (collectively, the "Operational Agreements"). In the Operational Agreements, among other things, a policy was established of separating the conduct and operations of OVCA and OVTD and their respective committees; responsibility for certain OVCA committees, namely, the House, Pool, Security, Bulletin, Tennis and Mini-Farms committees, was transferred to OVTD; payroll and operating expenses were re-allocated between OVCA and OVTD; and certain clarifications to prior agreements were made.

OVCA and OVTD desire to further amend the Operational Agreements by reallocating payroll and operating expenses; by removing the Bulletin from the list of OVTD committees and returning it to OVCA; by permitting resident unit owners or spouses to serve on both OVCA and OVTD committees; and by clarifying the rights and responsibilities of OVCA and OVTD with respect to the recreational facilities (in particular, the Community Buildings, the Tennis Courts and the Mini-Farms).

II. AMENDMENTS

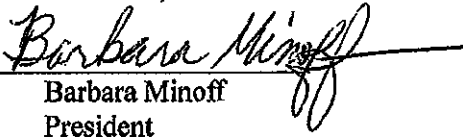
1. The allocation of expenses in the manner set forth in Exhibit A is ratified and affirmed.
2. The Bulletin Committee is hereby removed from OVTD and reassigned to OVCA, to constitute part of the Communications Committee.
3. "Any resident unit owner of Oronoque Village or spouse of a resident unit owner may serve on any committee of OVCA and OVTD, except that (i) no resident unit owner or spouse shall serve simultaneously on both the OVCA Nominating Committee and the OVTD Nominating Committee, or the OVCA Finance Committee and the OVTD Finance Committee, ***as the case may be***, and (ii) the eligibility of a resident unit

owner or spouse to serve on the OVCA Nominating Committee or the OVTD Nominating Committee and the OVCA Finance Committee or the OVTD Finance Committee, as the case may be, shall be determined by the By-Laws of OVCA and OVTD, as the case may be."

4. OVTD shall be responsible for maintenance and repair of the recreational facilities, including the Community Buildings, the Tennis Courts and the Mini-Farms, but any material change in the appearance or use of those facilities shall be approved jointly by OVCA and OVTD, since those facilities are used by all residents of Oronoque Village and, with respect to the Community Buildings in particular, are necessary for both OVCA and OVTD to perform their obligations within Oronoque Village.

Except as otherwise expressly set forth herein, the Operational Agreements, as modified hereby, remain in full force and effect and may be amended, modified or superseded only in a written agreement signed by both parties. The Original Agreements shall remain in full force and effect.

ORONOQUE VILLAGE CONDOMINIUM
ASSOCIATION, INC.

By 
Barbara Minoff
President

ORONOQUE VILLAGE
TAX DISTRICT

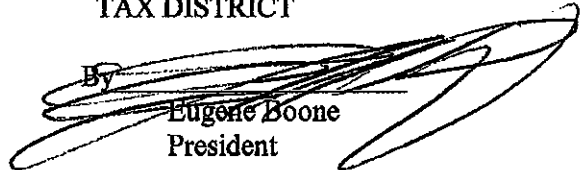
By 
Eugene Boone
President

EXHIBIT A
TO ADDENDUM V 6-21-2011

| ACCOUNT ITEM | OVCA | OVTD | OVCA | OVTD |
|----------------------------|-----------------|-------------|----------------|-------------|
| | PAST AGREEMENTS | | NEW AGREEMENTS | |
| | CONTRACTUAL | PERCENTAGES | CONTRACTUAL | PERCENTAGES |
| PAYROLL | 60 | 40 | no change | no change |
| PAYROLL TAXES | 60 | 40 | no change | no change |
| HEALTHCARE BENEFITS | 60 | 40 | no change | no change |
| WORKERS' COMP | 60 | 40 | no change | no change |
| RETIREMENT FUND | 60 | 40 | no change | no change |
| INSURANCE: | | | | |
| General Liability | 85 | 15 | 70 | 30 |
| Property/Umbrella | 85 | 15 | 96 | 4 |
| Crime | 85 | 15 | 60 | 40 |
| Directors and Officers | 85 | 15 | 63 | 37 |
| Auto | 0 | 100 | no change | no change |
| Workers Comp | 60 | 40 | no change | no change |
| TELEPHONE | 45 | 55 | no change | no change |
| OFFICE SUPPLIES | 50 | 50 | no change | no change |
| GROUNDS | 70 | 30 | no change | no change |
| Shade and Ornamental Trees | 70 | 30 | 0 | 100 |
| PEST CONTROL | 90 | 10 | no change | no change |
| MISC/CONTRACTS | 50 | 50 | no change | no change |

ADDENDUM VI
TO
MODUS OPERANDI
ORONOQUE VILLAGE TAX DISTRICT &
ORONOQUE VILLAGE CONDOMINIUM ASSOCIATION, INC.

DATED _____, 2015

I. PURPOSE AND BACKGROUND

Oronoque Village Condominium Association, Inc. ("OVCA") is a Connecticut non-stock corporation created under the laws of the State of Connecticut, comprised of all unit owners within the condominium community known as Oronoque Village. The Oronoque Village Tax District ("OVTD"), which encompasses the same territorial area as Oronoque Village, was established on October 29, 1979, by voters of the district pursuant to the provisions of Sections 7-324 et seq., of the Connecticut General Statutes, to maintain the roads and recreational facilities and to provide security and refuse disposal services within the Village. To this end, OVCA and OVTD entered into a License Agreement ("License Agreement") dated December 12, 1979, in which OVCA granted to OVTD a non-exclusive license to provide security, light streets, plant and care for shade and ornamental trees, construct and maintain roadways, sidewalks, crosswalks, drains, and sewers, maintain recreational facilities and provide flood and erosion control facilities. These services are provided by OVTD using OVCA employees, pursuant to a Maintenance Agreement also dated December 12, 1979 ("Maintenance Agreement"). The License Agreement and the Maintenance Agreement shall hereinafter be collectively referred to as the "Original Agreements". The Original Agreements and the working operational relationship between OCVA and OVTD were thereafter implemented pursuant to an Agreement described as a Modus Operandi, dated July 22, 1980, as

modified by Addendum I, dated September 30, 1982; by an Agreement dated December 30, 1989 and Addendum II to Modus Operandi, also dated December 30, 1989; by an Addendum to Modus Operandi dated June 9, 1999; and by a First Master Amendment to Operational Agreements, dated as of July 1, 2007, and by Addendum V to Modus Operandi (collectively, the "Operational Agreements"). In August 2014, OVCA acquired the Community Buildings from the Developer/Landlord, and ascertained that it, and not OVTD, owned the Tennis Courts and the Mini-Farms. On advice of counsel and the OVCA/OVTD auditor, it was determined that OVTD could no longer be financially responsible for maintenance and repair of the recreational facilities, including the Community Buildings, the Tennis Courts and the Mini-Farms. OVCA and OVTD desire to further amend the Operational Agreements by reallocating payroll and operating expenses; and by removing the House and Pool Committee, the Tennis Association and Mini-Farms from the list of OVTD committees and transferring them to OVCA.

II. AMENDMENTS

1. The reallocation of payroll and operating expenses in the manner set forth in Exhibit A is ratified and affirmed.
2. The House and Pool Committee, the Racquet Sports Committee and the Mini-Farms are hereby removed from OVTD and reassigned to OVCA, to operate as OVCA committees.
3. OVCA shall be responsible for maintenance and repair of the recreational facilities, including the Community Buildings, the Pools, the Racquet Sports Facility and the Mini-Farms, but any material change in the appearance or use of those facilities shall be approved jointly by OVCA and OVTD, since those facilities are used by all residents of Oronoque Village and, with respect to the Community Buildings in particular, are necessary for both OVCA and OVTD to perform their obligations within Oronoque Village.

Except as otherwise expressly set forth herein, the Operational Agreements, as modified hereby, remain in full force and effect and may be amended, modified or superseded only in a written agreement signed by both parties. The Original Agreements shall remain in full force and effect.

ORONOQUE VILLAGE CONDOMINIUM
ASSOCIATION, INC.

By _____

Linda Libertino

President

ORONOQUE VILLAGE
TAX DISTRICT

By _____

Robert Grosso

President

SCHEDULE A
(Allocation of Payroll and Operating Expenses)

ADDENDUM VI
TO
MODUS OPERANDI
ORONOQUE VILLAGE TAX DISTRICT &
ORONOQUE VILLAGE CONDOMINIUM ASSOCIATION, INC.

DATED JANUARY 4, 2015

I. PURPOSE AND BACKGROUND

Oronoque Village Condominium Association, Inc. ("OVCA") is a Connecticut non-stock corporation created under the laws of the State of Connecticut, comprised of all unit owners within the condominium community known as Oronoque Village. The Oronoque Village Tax District ("OVTD") was established on October 29, 1979, by voters of the district pursuant to the provisions of Sections 7-324 et seq. of the Connecticut General Statutes, to maintain the roads and recreational facilities and to provide security and refuse disposal services within Oronoque Village. To this end, OVCA and OVTD entered into a License Agreement ("License Agreement") dated December 12, 1979, in which OVCA granted to OVTD a non-exclusive license to provide security, light streets, plant and care for shade and ornamental trees, construct and maintain roadways, sidewalks, crosswalks, drains, and sewers, maintain recreational facilities and provide flood and erosion control facilities. These services are provided by OVTD using OVCA employees, pursuant to a Maintenance Agreement also dated December 12, 1979 ("Maintenance Agreement"). The License Agreement and the Maintenance Agreement shall hereinafter be collectively referred to as the "Original Agreements". The Original Agreements and the working operational relationship between OCVA and OVTD were thereafter implemented pursuant to an Agreement described as a Modus Operandi, dated July 22, 1980, as modified by Addendum I, dated September 30,

1982; by an Agreement dated December 30, 1989 and Addendum II to Modus Operandi, also dated December 30, 1989; by an Addendum to Modus Operandi dated June 9, 1999; and by a First Master Amendment to Operational Agreements, dated as of July 1, 2007, and by Addendum V to Modus Operandi (collectively, the "Operational Agreements"). In August 2014, OVCA acquired title to the Community Buildings from the Developer/Landlord, and ascertained that it, and not OVTD, held title to the Tennis Courts and the Mini-Farms. Accordingly, OVCA and OVTD agreed that OVTD would no longer be responsible for the maintenance and repair of the Community Buildings, the Tennis Courts and the Mini-Farms. OVCA and OVTD desire to further amend the Operational Agreements to reallocate payroll and operating expenses related to such facilities from OVTD to OVCA (the "Reallocated Expenses"); and to remove the House and Pool Committee, the Tennis Association and the Mini-Farms from the list of OVTD committees and to transfer such committees to OVCA (the "Transferred Committees").

II. AMENDMENTS

1. The Reallocated Expenses are hereby transferred from OVTD to OVCA and such transfer shall be reflected on the respective OVTD and OVCA budgets.
2. The Transferred Committees are hereby removed from OVTD and reassigned to OVCA, to operate as OVCA committees.
3. OVCA shall be responsible for maintenance and repair of the Community Buildings, the Pools, the Racquet Sports Facility and the Mini-Farms.

Except as otherwise expressly set forth herein, the Operational Agreements, as modified hereby, remain in full force and effect and may be amended, modified or superseded only in a written agreement signed by both parties. The Original Agreements shall remain in full force and effect.

ORONOQUE VILLAGE CONDOMINIUM
ASSOCIATION, INC.

By: Linda Libertino
Linda Libertino, Its President

ORONOQUE VILLAGE TAX DISTRICT

By: Robert J. Grosso
Robert Grosso, Its President

ADDENDUM VII
TO
MODUS OPERANDI
ORONOQUE VILLAGE TAX DISTRICT &
ORONOQUE VILLAGE CONDOMINIUM ASSOCIATION, INC.

DATED JUNE 21, 2019

I. PURPOSE AND BACKGROUND

Oronoque Village Condominium Association, Inc. (“OVCA”) is a Connecticut non-stock corporation created under the laws of the State of Connecticut, comprised of all unit owners within the condominium community known as Oronoque Village. The Oronoque Village Tax District (“OVTD”) was established on October 29, 1979, by voters of the district pursuant to the provisions of Sections 7-324 et seq., of the Connecticut General Statutes, to maintain the roads and recreational facilities and to provide security and refuse disposal services within Oronoque Village. To this end, OVCA and OVTD entered into a License Agreement (“License Agreement”) dated December 12, 1979, in which OVCA granted to OVTD a non-exclusive license to provide security, light streets, plant and care for shade and ornamental trees, construct and maintain roadways, sidewalks, crosswalks, drains, and sewers, maintain recreational facilities and provide flood and erosion control facilities. These services are provided by OVTD using OVCA employees, pursuant to a Maintenance Agreement also dated December 12, 1979 (“Maintenance Agreement”). The License Agreement and the Maintenance Agreement shall hereinafter be collectively referred to as the “Original Agreements”. The Original Agreements and the working operational relationship between OCVA and OVTD were thereafter implemented pursuant to an Agreement described as a Modus Operandi, dated July 22, 1980, as modified by Addendum I, dated September 30,

1982; by an Agreement dated December 30, 1989 and Addendum II to Modus Operandi, also dated December 30, 1989; by an Addendum to Modus Operandi dated June 9, 1999; and by a First Master Amendment to Operational Agreements, dated as of July 1, 2007, by Addendum V to Modus Operandi, and by Addendum VI to Modus Operandi dated January 4, 2015 (collectively, the "Operational Agreements").

OVCA and OVTD now desire to further amend the Operational Agreements to modify the contractual services allocated to each of OVCA and OVTD as set forth in this Addendum:

II. AMENDMENT:

OVCA and OVTD hereby agree that the Contractual Services set forth on Exhibit A attached hereto (the "Allocation Exhibit") shall be allocated between OVCA and OVTD as set forth on the Allocation Exhibit.

Except as otherwise expressly set forth herein, the Operational Agreements, as modified hereby, remain in full force and effect and may be amended, modified or superseded only in a written agreement signed by both OVCA and OVTD. The Original Agreements shall remain in full force and effect.

ORONOQUE VILLAGE CONDOMINIUM
ASSOCIATION, INC.

By: Robert J. Grosso
Robert Grosso, Its President

ORONOQUE VILLAGE TAX DISTRICT

By: Raymond Vermette
Raymond Vermette, Its President

EXHIBIT A

| EXHIBIT A TO ADDENDUM 6.21.2019 | | | |
|--|-------------|-------------|--|
| CONTRACTUAL SERVICES ALLOCATION | | | |
| | | | |
| <u>ACCOUNT</u> | <u>OVCA</u> | <u>OVTD</u> | |
| PAYROLL | 60% | 40% | |
| PAYROLL TAXES | 60% | 40% | |
| HEALTH CARE INSURANCE | 60% | 40% | |
| WORKERS' COMP | 60% | 40% | |
| RETIREMENT FUND | 60% | 40% | |
| INSURANCE | 87% | 13% | |
| TELEPHONE | 45% | 55% | |
| OFFICE SUPPLIES | 50% | 50% | |
| GROUNDS | 88% | 12% | |
| MISC/CONTRACTS 50%/50% | 50% | 50% | |
| COMMUNICATIONS/WEBSITE | 50% | 50% | |
| AVIDXCHANGE | 50% | 50% | |
| SHADE AND ORNAMENTAL TREES | 0% | 100% | |
| PEST CONTROL | 0% | 100% | |
| | | | |

ADDENDUM VIII
TO
MODUS OPERANDI
ORONOQUE VILLAGE TAX DISTRICT &
ORONOQUE VILLAGE CONDOMINIUM ASSOCIATION, INC.

EFFECTIVE AUGUST 4, 2022

I. PURPOSE AND BACKGROUND

Oronoque Village Condominium Association, Inc. (“OVCA”) is a Connecticut non-stock corporation created under the laws of the State of Connecticut, comprised of all unit owners within the condominium community known as Oronoque Village. The Oronoque Village Tax District (“OVTD”) was established on October 29, 1979, by voters of the district pursuant to the provisions of Sections 7-324 et seq., of the Connecticut General Statutes, to maintain the roads and recreational facilities and to provide security and refuse disposal services within Oronoque Village. To this end, OVCA and OVTD entered into a License Agreement (“License Agreement”) dated December 12, 1979, in which OVCA granted to OVTD a non-exclusive license to provide security, light streets, plant and care for shade and ornamental trees, construct and maintain roadways, sidewalks, crosswalks, drains, and sewers, maintain recreational facilities and provide flood and erosion control facilities. These services are provided by OVTD using OVCA employees, pursuant to a Maintenance Agreement also dated December 12, 1979 (“Maintenance Agreement”). The License Agreement and the Maintenance Agreement shall hereinafter be collectively referred to as the “Original Agreements”. The Original Agreements and the working operational relationship between OCVA and OVTD were thereafter implemented pursuant to an Agreement described as a Modus Operandi, dated July 22, 1980, as modified by Addendum I, dated September 30,

1982; by an Agreement dated December 30, 1989 and Addendum II to Modus Operandi, also dated December 30, 1989; by an Addendum to Modus Operandi dated June 9, 1999; and by a First Master Amendment to Operational Agreements, dated as of July 1, 2007, by Addendum V to Modus Operandi, by Addendum VI to Modus Operandi dated January 4, 2015, and by Addendum VII to Modus Operandi dated June 21, 2019 (collectively, the "Operational Agreements").

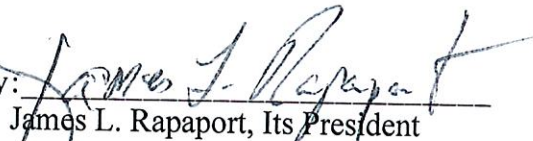
OVCA and OVTD now desire to further amend the Operational Agreements to modify the contractual services allocated to each of OVCA and OVTD as set forth in this Addendum VIII to Modus Operandi:

II. AMENDMENT:

OVCA and OVTD hereby agree that the Contractual Services set forth on Exhibit A attached hereto (the "Allocation Exhibit") shall be allocated between OVCA and OVTD as set forth on the Allocation Exhibit.

Except as otherwise expressly set forth herein, the Operational Agreements, as modified hereby, remain in full force and effect and may be amended, modified or superseded only in a written agreement signed by both OVCA and OVTD. The Original Agreements shall remain in full force and effect.

ORONOQUE VILLAGE CONDOMINIUM
ASSOCIATION, INC.

By: 
James L. Rapaport, Its President

ORONOQUE VILLAGE TAX DISTRICT


By: 
Linda Libertino, Its President

EXHIBIT A

**EXHIBIT A TO ADDENDUM VIII TO MODUS OPERANDI
CONTRACTUAL SERVICES ALLOCATION**

| <u>ACCOUNT</u> | <u>OVCA</u> | <u>OVTD</u> |
|----------------------------|-------------|-------------|
| Payroll | 58% | 42% |
| Payroll Taxes | 58% | 42% |
| Health Care Insurance | 58% | 42% |
| Workers' Compensation | 58% | 42% |
| Retirement Fund | 60% | 40% |
| Insurance | 87% | 13% |
| Telephone | 45% | 55% |
| Office Supplies | 50% | 50% |
| Grounds | 87% | 13% |
| Misc./Contracts | 50% | 50% |
| Communications / Website | 50% | 50% |
| AvidXchange | 50% | 50% |
| Shade and Ornamental Trees | 0% | 100% |
| Pest Control | 0% | 100% |