Town of Edgewood
Agenda
Regular Meeting
Tuesday, December 9, 2025 at 6:00 PM
Edgewood Town Hall Commission Chambers, 171A NM 344
Edgewood, NM 87015

This meeting is held in-person. As a convenience, a meeting live-stream may be available but could be impacted by technology or internet signal. Click link for YouTube live-stream: https://www.youtube.com/@thetownofedgewoodnm/streams

If you are an individual with a disability who needs a reader; amplifier; qualified sign language interpreter; or any other form of auxiliary aid or service to attend or participate in the hearing or meeting; please contact the Clerk at the Town Offices located at 171 NM Rd. 344 at least three (3) days prior to the meeting or as soon as possible. Public documents, including the agenda and minutes can be provided in various accessible formats. Please contact the Town Clerk at (505) 286-4518 or by e-mail at clerk@edgewood-nm.gov if a summary or other type of accessible format is needed. The complete Commission packet may be viewed on the web; visit https://edgewoodnm.portal.civicclerk.com/ to find Agenda materials.

A. WELCOME AND CALL TO ORDER

1. Roll Call (by Town Clerk or designee)
2. Invocation
3. Pledge of Allegiance
4. NM Flag Salute
   "I salute the flag of the state of New Mexico, the Zia symbol of perfect friendship among united cultures."

B. APPROVAL OF AGENDA

C. PUBLIC COMMENT

D. CONSENT AGENDA

1. Approve/Amend/Disapprove Minutes
   a. Minutes of November 25, 2025 Workshop
   b. Minutes of November 25, 2025 Regular Meeting

E. MATTERS FROM THE COMMISSIONERS

F. REPORTS

1. Community Liaison

2. Town Clerk-Treasurer

3. Chief of Police

4. Town Manager

G. ORDINANCES, RESOLUTIONS, AND ZONING

1. Commission to review and take action on Resolution 2025-040 Approving Lease of Caterpillar Equipment

H. NEW BUSINESS

1. Commission to review and take action on Social Media Poilcy (staff)

2. Commission to discuss and take action on Town complaints

3. Commision to review and take action on remote work policy and interim remote work procedures due to absence of Town Manager

4. Commission to discuss and take action on Strategic Planning Workshop

5. Select date for FY26 Q3 Chat with the Commissioners Workshop

I. CLOSED SESSION

1. As Per Motion and Roll Call Pursuant to NMSA Section 10-15-1 (H)(2) Limited Personnel Matters- the discussion of hiring, promotion, demotion, dismissal, assignment or resignation of or the investigation of complaints or charges against any individual public employee. (Certified Officer candidate)

2. As Per Motion and Roll Call Pursuant to NMSA Section 10-15-1 (H)(2) Limited Personnel Matters- the discussion of hiring, promotion, demotion, dismissal, assignment or resignation of or the investigation of complaints or charges against any individual public employee. (David Hudson)

3. As Per Motion and Roll Call Pursuant to NMSA Section 10-15-1 (H)(2) Limited Personnel Matters- the discussion of hiring, promotion, demotion, dismissal, assignment or resignation of or the investigation of complaints or charges against any individual public employee. (Clerk-Treasurer)

4. As Per Motion and Roll Call Pursuant to NMSA Section 10-15-1(H)(8) Discussion of the purchase, acquisition or disposal of real property or water rights (Section 32)

5. As Per Motion and Roll Call Pursuant to NMSA Section10-15-1(H)(7) Meeting with a public body's attorney pertaining to threatened or pending litigation in which the public body is or may become a participant. (Campbell Farming Corporation; Berg et al; Santa Fe County)

6. As Per Motion and Roll Call Pursuant to NMSA Section 10-15-1 (H)(2) Limited Personnel Matters- the discussion of hiring, promotion, demotion, dismissal, assignment or resignation of or the investigation of complaints or charges against any individual public employee. (Alternate Judge)

J. RETURN TO REGULAR SESSION

1. Action on Closed Session item(s), as needed

K. FUTURE MEETINGS

1. December 10, 2025 Special Meeting (Closed Session for Town Manager Candidate Interviews)
2. December 16, 2025 (Swearing-In Ceremony)
3. December 23, 2025 Regular Meeting (note: includes noticed P&Z matters)
4. January 13, 2026 Regular Meeting
5. January 20, 2025 Special Meeting (annual Organizational Meeting)

L. FUTURE EVENTS

1. Storytime & Craft @ Edgewood Library - Wednesday mornings (11:00am)
   Toy Drive & Santa Photos- December 13th (10:00am)
   Ornament Decorating- December 13th (11:00am)
   Holiday Balloon Glow- December 20th (4:30pm)
   Offices and Library closed for Christmas Eve and Christmas Day- December 23-24th

M. FINAL COMMENTS BY COMMISSIONERS

N. ADJOURNMENT

Town of Edgewood

Commission Workshop Minutes
Tuesday, November 25, 2025 at 5:00 PM

The Workshop met in Commission Workshop session on Tuesday, November 25, 2025, at 5:00 PM in the Edgewood Town Hall Commission Chambers - 171A NM 344.

A. WELCOME AND CALL TO ORDER

1. Roll Call (by Town Clerk or designee)

Chair Brennan called the meeting to order at 5:02pm.

Clerk/Treasurer Lopez called the roll. Commissioners Brennan, Milligan, Rariden and Murillo were present. Commissioner Anaya attended the meeting via teleconference. No Commissioners were absent, and a quorum was present.

B. DISCUSSION

1. 2026 Capital Outlay Requests

Chair Brennan opened the Workshop by stating that the goal is to narrow down our priorities for Capital Outlay requests. The Commission went through each item on the ICIP and discussed different priorities.

Commissioner Anaya's call was disconnected at 5:38, but he was back online by 5:41.

The Chair asked for public input. Teresa Benton and Jean DeMarte discussed their thoughts.

C. ADJOURNMENT

The Workshop was adjourned at 5:48pm by unanimous consent.

Ken Brennan, Mayor

Attest:

Shaline Lopez, Clerk-Treasurer

Town of Edgewood

Regular Minutes

Tuesday, November 25, 2025 at 6:00 PM

The Town Commission met in Regular session on Tuesday, November 25, 2025, at 6:00 PM in the Edgewood Town Hall Commission Chambers - 171A NM 344 .

A. WELCOME AND CALL TO ORDER

1. Roll Call (by Town Clerk or designee)

Chair Brennan called the meeting to order at 6:03pm.

Clerk/Treasurer Lopez called the roll. Commissioners Brennan, Milligan, Rariden and Murillo were all present. Commissioner Anaya attended via teleconference. No Commissioners were absent, and a quorum was present.

2. Invocation

3. Pledge of Allegiance

4. NM Flag Salute
   "I salute the flag of the state of New Mexico, the Zia symbol of perfect friendship among united cultures."

B. APPROVAL OF AGENDA

Commissioner Brennan moved to approve the agenda with a 9:30pm stopping point and if needed, reconvene tomorrow at a time of the Commission's choosing. Commissioner Milligan seconded.

Commissioner Murillo moved to amend the motion by removing items G6 and G7, as well as items H1 and H2 from the agenda and moving them to the first regular meeting agenda in January. Commissioner Rariden seconded the amendment. A roll call vote was taken.

Commissioner Rariden- yes
Commissioner Murillo- yes
Commissioner Brennan- yes
Ccommissioner Milligan- yes
Commissioner Anaya- yes.

The amendment passed.

The main motion was discussed. Commissioner Murillo asked if a reconvened meeting could be held after 4pm. Commissioner Anaya stated that he would not attend a reconvened meeting.

A roll call vote was taken.

Commissioner Anaya- yes
Commissioner Rariden- yes
Commissioner Murillo- yes
Commissioner Brennan- yes
Commissioner Milligan- yes

The motion passed, and the agenda was approved with the removal of items G6, G7, H1 and H2 to be presented at the first regular meeting in January.

C. PUBLIC COMMENT

Linda Holle of Edgewood commented on the Town's website and a delayed IPRA request.

Jean DeMarte of Edgewood commented on Lodger's Tax funding applications.

D. CONSENT AGENDA

Chair Brennan asked if there were any objections or discussion regarding the Consent Agenda. There was none, and the Consent Agenda was approved by unanimous consent.

1. Approve/Amend/Disapprove Minutes
    a. 2025-11-12 Commission Workshop Minutes
    b. 2025-11-12 Regular Meeting Minutes
2. Department Reports
    a. Community Library
    b. Finance
    c. Maintenance
    d. Planning & Zoning

E. MATTERS FROM THE COMMISSIONERS

Commissioner Anaya wished everyone a happy and safe Thanksgiving.

Commissioner Rariden stated that he's been contacted with concerns regarding lawsuits. He also mentioned Habitat for Humanity as a possible future project.

Commissioner Milligan- pass

Commissioner Murillo wished everyone a Happy Thanksgiving and stated that the PD's turkey giveaway went great. He also complimented the library on being well-run.

Commissioner Brennan asked everyone to be careful as they celebrate Thanksgiving and decorate for the holidays. He mentioned that an upcoming senate bill will expire regarding funds for animal clinics. He would like to lobby for renewing this and will bring it up at a future meeting. He complimented Chief Frost on a good job with the turkeys.

Commissioner Anaya stated that for the record, as Commissioner Rariden stated, he's also had an earful regarding lawsuits and he agrees.

F. REPORTS

1. Community Liaison
2. Chief of Police
3. Town Clerk-Treasurer
4. Town Manager

G. NEW BUSINESS

1. Consideration of candidates for appointment(s) to the Economic Development Advisory Board (Diane Stearley; Tim Borror)

The Commission asked candidate Diane Stearley questions about her background and qualifications, as well as her interest in being on the board.

Commissioner Murillo moved to appoint Diane Stearley to the Economic Development Advisory Board. Commissioner Rariden seconded.

Commissioner Anaya stated that he would like to hear from other candidates first.

Commissioner Murillo withdrew his motion and Commissioner Rariden withdrew his second.

The Commission asked candidate Tim Borror questions about his background and qualifications, as well as his interest in being on the board.

After hearing from both candidates, Commissioner Anaya recommended voting on them both separately.

Commissioner Murillo voted to appoint Diame Stearley for a two-year term. Commissioner Rariden seconded.

The Commission discussed how many seats are filled, and how many are available. Five of seven available seats were filled, not including the new candidates.

A roll call vote was taken.

Commissioner Milligan- yes
Commissioner Anaya- no
Commissioner Rariden- yes
Commissioner Murillo- yes
Commissioner Brennan- yes

The motion passed.

Commissioner Murillo moved to appoint Tim Borror for a one-year term. Commissioner Anaya seconded. A

roll call vote was taken.

Commissioner Murillo- yes
Commissioner Rariden- yes
Commissioner Anaya- yes
Commissioner Milligan- yes
Commissioner Brennan- yes

The motion passed.

2. Discussion and possible action for Marathon Pipeline (Presentation and Letter of Consensus)

Commissioner Milligan moved to approve the letter of consensus and Commissioner Rariden seconded.

Commissioner Anaya stated that he called Marathon representatives with questions, but had not heard back. He stated that until he receives a reply, he moved not to approve. The Chair reminded Commissioner Anaya that there was already a seconded motion on the floor. After additional discussion, a roll call vote was taken.

Commissioner Rariden- yes
Commissioner Murillo- yes
Commissioner Brennan- yes
Commissioner Milligan- yes
Commissioner Anaya- no

The motion passed.

3. Discussion and possible action for purchase or lease of Road Equipment (Asphalt Zipper)

Roads Supervisor Josh Jantz presented proposals for purchase of an asphalt zipper. The Commission discussed the usefulness and fiscal impact of the potential purchase. Based on advice from the Finance Department, the possible purchase will be revisited in the next fiscal year.

4. Discussion and possible action to approve FY2026 Q2 Lodgers Tax funding requests

Community Liaison Burke described the proposals, and the Commissioners discussed.

Commissioner Murillo moved to approve the board recommendations for the Cattlegrowers Association, Discover Edgewood, to approve the amount requested for the Community Center roof upgrade, and to find out if a special meeting is possible for the Advisory Board to look at the Wildlife West proposal. Commissioner Brennan asked that we look into the organization Ms. DeMarte mentioned during public comments as well. Commissioner Milligan seconded.

Commissioner Anaya stated that the Community Center may be more of a capital outlay project. Different uses for the Community Center were discussed, including Weddings, which may bring in potential hotel guests.

A roll call vote was taken.

Commissioner Rariden- yes
Commissioner Murillo- yes

Commissioner Brennan- yes
Commissioner Milligan- yes
Commissioner Anaya- yes

The motion passed.

5. Discussion and possible action on 2026 Capital Outlay Requests

Commissioner Brennan moved to apply to the Governor's Capital Outlay for Wastewater and West Venus Rd, and to apply with the legislature for Church St. West Venus and Horton. Commissioner Murillo seconded. A roll call vote was taken.

Commissioner Anaya- yes
Commissioner Milligan- yes
Commissioner Brennan- yes
Commissioner Murillo- yes
Commissioner Rariden- yes

The motion passed.

6. Discussion and possible action to approve Human Resources Specialist position and job description

This item was removed from the agenda.

7. Discussion and possible action to direct staff to review and revise Town of Edgewood Personnel Policy

This item was removed from the agenda.

8. Discussion and possible action on stop gap reporting method for sick and vacation time for exempt employees

Commissioner Brennan asked if we are still on track to transition to ADP for payroll, and the Clerk answered in the affirmative. Brennan stated that ADP includes this in the system, and that should address the issue. Commissioner Rariden stated that nothing is in place right now and we need an interim measure. After additional discussion, Commissioner Rariden moved that until a new system is in place, appointed staff should send an email to appropriate leadership and payroll staff if they are absent. Commissioner Milligan seconded.

A roll call vote was taken.

Commissioner Miligan- yes
Commissioner Brennan- yes
Commissioner Murillo- yes
Commissioner Rariden- yes
Commissioner Anaya- yes

The motion passed.

9. Discussion and possible action for Town Clerk-Treasurer to direct all directors and managers to complete all employee annual reviews by December 31, 2025.

Commissioner moved to direct the Town Clerk/Treasurer to have all directors and managers complete employee annual reviews by December 31, 2025. Commissioner Rariden seconded. A roll call vote was taken.

Commissioner Murillo- yes
Commissioner Rariden- yes
Commissioner Anaya- yes
Commissioner Milligan- yes
Commissioner Brennan- yes

The motion passed.

H. CLOSED SESSION

Commissioner Murillo moved to enter closed session, citing the exceptions listed on agenda items H3-H6. Commissioner Milligan seconded. A roll call vote was taken.

Comissioner Anaya- yes
Commissioner Milligan- yes
Commissioner Brennan- yes
Commissioner Murillo- yes
Commissioner Rariden- yes

The motion passed, and the Commission entered closed session at 7:53pm.

1. As Per Motion and Roll Call Pursuant to NMSA Section 10-15-1 (H)(2) Limited Personnel Matters- the discussion of hiring, promotion, demotion, dismissal, assignment or resignation of or the investigation of complaints or charges against any individual public employee. (Human Resources Specialist)

This item was removed from the agenda.

2. As Per Motion and Roll Call Pursuant to NMSA Section 10-15-1 (H)(2) Limited Personnel Matters - the discussion of hiring, promotion, demotion, dismissal, assignment or resignation of or the investigation of complaints or charges against any individual public employee. (Grants Coordinator)

This item was removed from the agenda.

3. As Per Motion and Roll Call Pursuant to NMSA Section 10-15-1(H)(8) Discussion of the purchase, acquisition or disposal of real property or water rights (City of Albuquerque parcel)

4. As Per Motion and Roll Call Pursuant to NMSA Section10-15-1(H)(7) Meeting with a public body's attorney pertaining to threatened or pending litigation in which the public body is or may become a participant. (Campbell Farming Corporation)

5. As Per Motion and Roll Call Pursuant to NMSA Section10-15-1(H)(7) Meeting with a public body's attorney pertaining to threatened or pending litigation in which the public body is or may become a participant. (Santa Fe County)

6. As Per Motion and Roll Call Pursuant to NMSA Section 10-15-1 (H)(2) Limited Personnel Matters- the discussion of hiring, promotion, demotion, dismissal, assignment or resignation

of or the investigation of complaints or charges against any individual public employee. (Interim Town Manager)

I. RETURN TO REGULAR SESSION

Commissioner Anaya did not return to the regular meeting after the executive session ended.

Commissioner Milligan moved to return to regular session and Commissioner Murillo seconded. A roll call vote was taken.

Commissioner Rariden- yes
Commissioner Murillo- yes
Commissioner Brennan- yes
Commissioner Milligan- yes
Commissioner Anaya- absent

The motion passed and the Commissioner re-entered regular session at 9:47pm. Commissioner Brennan affirmed that only the items described on the agenda were discussed and that no action was taken, and the other Commissioners in attendance affirmed the same.

1. Action on Closed Session item(s), as needed

Commissioner Rariden moved to defer the purchase of the Albuquerque parcel until the lease on Section 32 is secured. Commissioner Milligan seconded. A yes/no vote was taken.

The motion passed unanimously.

J. FUTURE MEETINGS

1. December 9, 2025
   December 23, 2025
   January 13, 2026

K. FUTURE EVENTS

Storytime & Craft @ Edgewood Library - Wednesday mornings (11:00am) EPD Thanksgiving Food Box Distribution Saturday, November 22 (9am) Movie Matinee- Saturday November 22 (12pm) Thanksgiving Holiday (Library and Offices Closed)- November 27-29 Twinkle Light Parade & Tree Lighting - Friday, Dec. 5 (6-9pm)

1.

- Storytime & Craft @ Edgewood Library - Wednesday mornings (11:00am)
- EPD Thanksgiving Food Box Distribution Saturday, November 22 (9am)
- Movie Matinee- Saturday November 22 (12pm)
- Thanksgiving Holiday (Library and Offices Closed)- November 27-29
- Twinkle Light Parade & Tree Lighting - Friday, Dec. 5 (6-9pm)

L. FINAL COMMENTS BY COMMISSIONERS

Commissioner Brennan reminded everyone that he will be out of town attending a conference on anti-semitism next week.

M. ADJOURNMENT

Commissioner Milligan moved to adjourn and Commissioner Murillo seconded. A yes/no vote was taken. The motion passed unanimously. The meeting was adjourned at 9:50pm.

Ken Brennan, Mayor

Attest:

Shaline Lopez, Clerk/Treasurer

Community Liaison Report

December 9, 2025

Events & Meetings

- **Commission Meetings** – 11/25
- **Capital Outlay Workshop** – 11/25
- **Maintenance Appreciation Lunch** – 11/25
- **State Land Leases meeting** – 12/1
- **New Mexico Magazine** – 12/2, 12/4
- **Holiday Balloon Glow** – 11/24, 11/26
- **Grants Meeting** – 12/3
- **Tree Lighting Event Supplies & Prep** – 12/4, 12/5

Media & Engagement

- **Social Media** – 14 Posts (81,405 views) - Content and Artwork, monitor, cross-post. Highest-viewed posts: Holiday Balloon Glow 38,642, Twinkle Light Parade & Tree Lighting (6,752), December 2025 (6,465), Cold Weather reminder (4,973)
- **Media and Promo Planning & Graphics/Content Creation** – develop promotional materials (Nov/Dec), schedule/coord. media for Winter Promotions
    - Twinkle Light Parade, Tree Lighting, Holiday Balloon Glow, December 2025 Events (2)
    - "Discover Edgewood" weekly content and script writing/EMR ads;
    - Billboard(s) – grant reimbursement; update to Edgewood board in works
- **Media Inquiries/Responses -** Reporters, Ad, Press Releases, and Features/Briefs
- **Website** – content updates/new pages/microsites, meetings/calendar updates, graphics, webform creation/submissions mgmt., troubleshoot possible webform issue
- **Chatbot** – train system to provide better answers by pointing to or adding info to website
- **Job Opportunities** - update, monitor and manage postings for recruitment & Indeed
- **Constituent Services -** Answer calls, provide information; respond to emails. Follow-up/respond to "Report an Issue" contacts/complaints; Share w/depts
- **Employee Morale –** Staff continue to work hard; however, the absence of a town manager has created additional pressures across all departments. Without a manager to consult or provide approvals, certain decisions and approvals are being slowed down. This has contributed to growing frustration and concerns about job security, as the sense of organizational instability persists. Reassurance from appointed staff has done little to ease these worries, and many employees feel a noticeable lack of appreciation from elected officials. Despite these challenges, dedicated staff in every department remain committed to keeping the town running, advancing ongoing projects, and supporting one another. Still, morale is currently low, and if not addressed promptly, could lead to more significant issues in the future.

Current Projects and Programs

- **Current Administration projects -** status checks, moving forward
- **Current Legal matters -** status checks, keeping updated
- **Project Research –** commissioner requests
- **Human Resources matters -** status checks, employee relations
- **Capital Outlay Requests -** following
- **State Land Leases –** meeting, project proposal
- **Tree Lighting** – support weather-related pivot for event to go on
- **Social Media Policy** – on Dec 9 mtg. agenda
- **Commissioner Resource Book** – updating and adding additional resources; new items being prepped for all Commissioners, scheduled meeting with Commissioner-elect Taylor.
- **Carnival** – Working with Sun Valley for 2026 schedule
- **Wayfinding & Branding** –sign survey (existing signs) being conducted; site planning
- **Route 66 Centennial –** develop new website section, kick off event
- **Solid Waste Ordinance** – pending input/group to work through draft review/updates.
- **Local Water Protection Ordinance –** workshop held, update as needed (pending input)
- **Review Landscape Ordinance** – pending input/ additions or separate large grass ordinance
- **HR Support** – recruitment, postings, interviews, offers
- **Lodgers Tax Advisory Board –** next meeting February
- **Economic Development Advisory Board –** 2 candidates appointed, mtg cancelled (weather)
- **Personnel Policy Handbook** – (temp hold) re-start project with Commission direction.
- **Work Innovation & Opportunity Act program – training program** –Accepting candidates for Maintenance, Admin, Social Media, and Animal Care.
- **Agendas/Postings** – support Clerk (Advisory Boards, Commission)

Website-related Projects

- **Meetings & Minutes Program** (Civic Clerk) – Staff training in the works , select departments.
- **Facilities & Recreation Program Management** (Civic Plus) – resume Dec - site development and testing in process by phases; then content development. Anticipate 4 mo. until module launch.
- **Next Request** (Civic Plus) – on hold - Program to manage IPRA requests for Town and EPD. Anticipated timeline: 5 months. Implementation delayed (other projects). Need staff time and availability to begin.

Grant Projects

- **Community Center/Venus Park Improvements** – grant submitted, pending approval.
- **Lodgers Tax Grant** – Community Center roof
- **Centennial light pole –** Grant secured. Quotes pending for fabrication and installation. Completion deadline 6/30/2026.

- **Memorial Garden** – on hold, need staff time; survey development pending, work with Parks & Rec.

Long Range Projects in the Works

- **Water Planning** –Pending: 40-year water study from engineer; poss. SF County planning.
- **Economic Development** – AREA and MRCOG, regional focus group
- **Career Exploration Program** –on hold pending feedback from MESD.

COMPLETE THESE ITEMS TO GET STARTED.

- ✓ Complete and sign all documents in this package.
- ✓ Submit completed and signed documents by clicking FINISH at the end of your documents.
- ✓ Open and review your executed document package after you receive your confirmation email confirming all parties have signed.
- ✓ Register for MyCatFinancial to manage your account anytime and anywhere via desktop or with the free mobile app.

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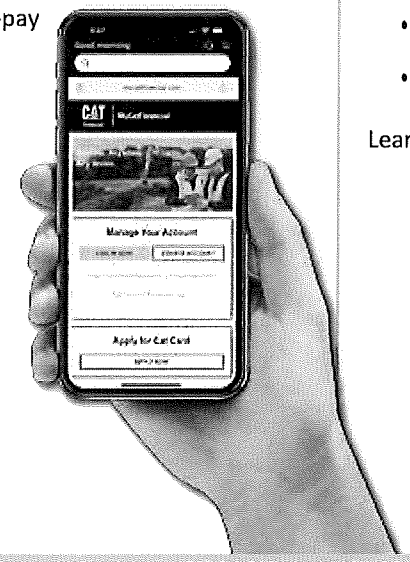

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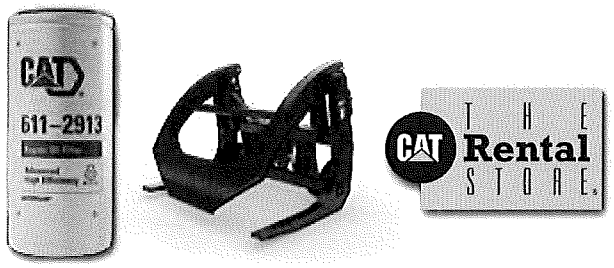

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[1] Financing is subject to credit approval by Caterpillar Financial Commercial Account Corporation for US customers, and Caterpillar Financial Services Limited for Canadian customers. Not all customers will qualify

[2] See cat.com/getrewarded for eligibility, details, and terms and conditions.

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CAT Financial

DOCUMENT CHECKLIST (Cat Value Option)
Contract Number 001-70204627 Transaction Number 4978199

CAT Financial

These documents were prepared especially for:

TOWN OF EDGEWOOD, NEW MEXICO
P.O. BOX 3610
EDGEWOOD, NM 87015

Dealer: WAGNER EQUIPMENT CO., E35Z
Date: 12/04/2025 Time: 09:45:00 AM Comments:

Customer Executed Documents	Comments
☐ Government - Local	
☐ Lease Return Conditions	
☐ Delivery Supplement	
☐ Insurance- Liability and Physical Damage	
☐ Advance Payment (cross out if N/A)	
☐ Guaranty of Payment (cross out if N/A)	
☐ Tax Exemption Certif. (cross out if N/A)	
☐ Title applied for (cross out if N/A)	
☐ Customer Information Verification	
☐ Any necessary Riders/Amendments	
☐ CVA DOC SELECTION FORM PROMISE TO PAY ADDENDUM (Multiple CVA offers at Doc Gen)	
☐ FINAL CVA AT ADDENDUM (Multiple CVA offers at Doc Gen)	
☐ FINAL CVA AT QUOTE (Customer Accepted CVA before Doc Gen)	
☐ PROMISE TO PAY ADDENDUM TO TAX LEASE (Customer Accepted CVA before Doc Gen)	
☐ Other	
☐ Request for Minutes	
☐ Opinion of Counsel	
☐ Governmental Resolution to Lease, Purchase, and/or Finance	
☐ Non ? Appropriations Addendum	

Dealer Executed Documents	Comments
☐ Purchase Agreement	
☐ Dealer Invoice	
☐ All Credit Conditions Met	

*If any of these documents are altered, or if the Buyer wishes to add or delete documents, please contact your CFSC Credit Analyst to obtain acceptance of any and all changes.

1. PARTIES

LESSOR *("we", "us", or "our"):*

CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203

LESSEE *("you" or "your"):*

TOWN OF EDGEWOOD, NEW MEXICO
P.O. BOX 3610
EDGEWOOD, NM 87015

In reliance on your selection of the equipment described below (each, a "Unit"), we have agreed to acquire and lease the Units to you, subject to the terms of this Lease. **Until this Lease has been signed by our duly authorized representative, it will constitute an offer by you to enter into this Lease with us on the terms stated herein.**

2. DESCRIPTION OF THE UNITS

DESCRIPTION OF UNITS Whether the Unit is new or used, the model number, the manufacturer, and the model name	SERIAL/VIN Unique ID number for this Unit	MONTHLY RENT This is due per period, as stated below in section 4.	OPTION PURCHASE PRICE Payment at end of lease for purchase of Unit (see Section 18).	MAX ANNUAL HOURS/MILEAGE Maximum annual usage of Unit (see Return Agreement).	DELIVERY DATE Enter date machine was delivered to you.
1 New 2025 Caterpillar CS12-03 Vibratory Compactor	5G300151	$4,378.26	$108,041.85	500	_____

LOCATION OF UNITS: 171-A STATE RD 344
EDGEWOOD, NM 87015

You acknowledge that the Units described above were delivered to you in good working condition and that you accepted them on the date indicated.

The Lease Return Conditions agreement ("Return Agreement") submitted by you to us for each Unit is made a part of and incorporated into this Lease.

SIGNATURES

By signing this Lease, you certify that you have received and read this Lease, including the following 4 pages titled "Terms and Conditions", which make up part of this Lease, and all the other Lease Documents, including Schedule A and each Return Agreement.

LESSOR:

CATERPILLAR FINANCIAL SERVICES CORPORATION

Signature _____

Name (Print) _____

Title _____

Date _____

LESSEE:

TOWN OF EDGEWOOD, NEW MEXICO

Signature _____

Name (Print) _____

Title _____

Date _____

TERMS AND CONDITIONS

3. **Lease Term** The Lease Term will start on the date we sign the Lease and will continue for 36 months, unless earlier terminated or canceled as permitted herein.

4. **Rent** You will pay us the Monthly Rent beginning One month after the date we sign this Lease and on the same date of each month thereafter for the entire Lease Term. Monthly Rent will be due without demand. You will also pay us all other amounts payable under the terms of this Lease and under any other document executed in connection with this Lease, including each Return Agreement (the "Lease Documents") ("Other Payments", and together with the Monthly Rent, collectively, the "Rent"). You will pay the Rent to us at CATERPILLAR FINANCIAL SERVICES CORP., P.O. BOX 730681, DALLAS, TX 75373-0681 or such other location that we designate in writing. **You agree this Lease constitutes a non-cancelable net lease. You also agree that your duties and liabilities under this Lease and the other Lease Documents are absolute and unconditional. Your payment and performance obligations are not subject to cancelation, reduction, or setoff for any reason. You agree to settle all claims, defenses, setoffs, counterclaims and other disputes you may have with the Supplier (as defined below), the manufacturer of each Unit, or any other third party directly with the Supplier, the manufacturer or the third party, as the case may be. You will not assert, allege or make any such claim, defense, setoff, counterclaim or other dispute against us or with respect to the payments due us under this Lease.**

5. **Late Charges** If we do not receive a Rent payment on the date it is due, you will pay us, on demand, a late payment charge equal to five percent (5%) of the late Rent payment.

6. **Disclaimer of Warranties** You have selected each Unit based upon your own judgment. You understand that we are not the manufacturer or the seller of the Units. WE MAKE NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THIS LEASE OR TO ANY UNIT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH UNIT IS LEASED "AS IS, WHERE IS." WE MAKE NO WARRANTIES AS TO THE QUALITY OF MATERIALS OR WORKMANSHIP OR THAT THE MATERIALS OR WORKMANSHIP COMPLY WITH THE TERMS OF ANY PURCHASE ORDER OR AGREEMENT. WE EXPRESSLY DISCLAIM, AND YOU WAIVE ALL OTHER WARRANTIES AND CLAIMS EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY UNIT OR THIS LEASE, INCLUDING WITHOUT LIMITATION: (A) ANY IMPLIED WARRANTY THAT ANY UNIT IS MERCHANTABLE; (B) ANY IMPLIED WARRANTY THAT ANY UNIT IS FIT FOR A PARTICULAR PURPOSE; (C) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE; (D) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN TORT; AND (E) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY FOR LOSS OF OR DAMAGE TO ANY UNIT, FOR LOSS OF USE, REVENUE, OR PROFIT WITH RESPECT TO ANY UNIT, FOR ANY LIABILITY TO ANY THIRD PARTY, OR FOR ANY OTHER INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING STRICT OR ABSOLUTE LIABILITY IN TORT. Nothing in this Lease takes away any rights you may have against any other parties (such as the Supplier or the manufacturer of any Unit). You agree to pursue only these third parties for any and all claims concerning any Unit except as to ownership and title. You are entitled to all the promises and warranties made by the Supplier to us with respect to the Units, and you may contact the Supplier in order to receive a description of those promises and warranties.

7. **Possession, Use, and Maintenance** (a) At your own expense, you will use and keep the Units in good operating order and condition and at least in accordance with Supplier's and manufacturer's recommendations and all maintenance and operating manuals and service agreements, and in accordance with all applicable laws and regulations, including the rules or limits on idling, fleet average or site based exhaust emissions, or operational limitations, for which you have sole responsibility for compliance. (b) You will not abandon a Unit. (c) You will not sublease a Unit or permit the use of a Unit by anyone other than you. (d) You will not change the use of a Unit from that specified in the Return Agreement, without our prior written consent. (e) You will not change the Location of a Unit from that specified above without providing us with prompt written notice of such change. (f) You will not remove a Unit from the United States. (g) You will not sell, assign, transfer, create or allow to exist a lien, claim, security interest, or encumbrance on any of your rights under this Lease or with respect to a Unit. Each Unit is and will remain personal property regardless of its use or manner of attachment to realty. We have the right (but not the obligation) to inspect each Unit and its maintenance records. We also have the right to observe the use of each Unit and determine its hours of usage. You will not alter a Unit or affix any accessory or equipment to a Unit if doing so will impair its originally intended function or use or reduce its value. You will not make any "non-severable" addition (as defined for federal income tax purposes) to a Unit without our prior written consent. If added to a Unit, the following will immediately become our property: (i) replacement parts; (ii) parts essential to the operation of the Unit; and (iii) parts that cannot be detached from the Unit without interfering with the operation of the Unit or adversely affecting the value or utility the Unit would have had without the addition. All such parts will be deemed incorporated in the Unit and will be subject to the terms of this Lease as if originally leased under this Lease. If an Event of Default has occurred and is continuing, all parts, accessories, and equipment affixed to a Unit will become our property.

8. **Taxes** **Rent includes all taxes arising from, or due in connection with, this Lease or the Units. You will pay when due, or promptly reimburse us for payment of, all taxes (other than our federal, state, or local net income taxes) imposed on a Unit, or the Rent.** You will also pay or reimburse us for all (i) license and registration fees, (ii) fines, penalties, interest, or additions to any tax, (iii) charges similar to those stated in clauses (i) and (ii) that are imposed in connection with the ownership, possession, use, or lease of a Unit from the time we purchase the Unit until it is returned to us or purchased by you. You will remain responsible for the payment, or reimbursement of, any such charges, regardless of when we receive notice of the charge. You will prepare and file, in a manner satisfactory to us, all reports or returns required with respect to a Unit. You will reimburse us in full for any amounts that we pay or advance without regard to early payment discounts. We may estimate the amount of, and bill you periodically in advance for, any charge. You will be responsible, however, for any difference between the estimated amount and the actual amount. Except as provided in this section, you agree that we are entitled to receive any and all federal, state, or local tax credits and benefits, if any, applicable to a Unit. We are entitled to income tax depreciation deduction for each Unit based on the use as described in the Return Agreement.

9. **Tax Indemnity** This Lease is entered into on the basis that we are entitled to claim certain depreciation deductions on the Units in accordance with Section 168(a) of the Internal Revenue Code of 1986, as amended, (the "Code") based upon the applicable depreciation method and recovery period specified in Code Sections 168(b) and (c), and to similar state and local income tax deductions (collectively, the "Tax Benefits"). Our classification of a Unit under Code Section 168(e), our determination of the applicable depreciation method and recovery period, and our claim for an entitlement to the Tax Benefits are based solely upon your representations in Section 7 and the applicable Return Agreement. If we do not receive nor retain all of the Tax Benefits anticipated with respect to any Unit (a "Tax Loss"), because (a) of a change in the US federal income tax rate, (b) you move any Unit outside the United States, or (c) you use any Unit for a different purpose than stated in the applicable Return Agreement; you will pay us, within thirty (30) days after we provide you written notice of such Tax Loss, an amount which, in our opinion, will cause our net after-tax rate of return over the Lease Term in respect to the Unit to equal the net after-tax rate of return we would have realized if such Tax Loss had not occurred. For purposes of this section, we may be included in any affiliated group (within the meaning of Section 1504 of the Code) of which we are a member for any year in which a consolidated or combined income tax return is filed for the affiliated group.

10. **Loss or Damage** (a) You bear the risk of loss or damage to a Unit from the time we purchase the Unit (or from the beginning of the Lease Term, if earlier) until the Unit is returned to us or purchased by you in accordance with this Lease. Should any loss or damage occur,

you will not be released from your obligations under the Lease or any other Lease Document. (b) You will provide prompt, written notice to us of any Total Loss (as defined below) or any material damage to any Unit. Any such notice will include any damage reports provided to any governmental authority, an insurer, or the Supplier, and any documents pertaining to the repair of such damage, including copies of work orders and all invoices for related charges. (c) Without limiting any other term in this Lease, you will promptly repair all damage that does not constitute a Total Loss, to restore the Unit to the condition required by this Lease. (d) A Unit has incurred a "Total Loss" upon: (i) the disappearance, theft or destruction or any other total loss of such Unit; (ii) damage to the Unit that is uneconomical to repair; or (iii) the condemnation, confiscation, or other taking of title to or use of a Unit or the imposition of any lien on such Unit by any governmental authority. On the next Rent due date following a Total Loss (a "Loss Payment Date"), you will pay us the Monthly Rent due on that date plus the Casualty Loss Value of the Unit with respect to which the Total Loss has occurred (the "Lost Units"), together with any Other Payments due with respect to the Lost Units. Until such payment is made, you will continue to pay us the Monthly Rent on the due dates set forth in Section 4. Upon making the full payment required on the Loss Payment Date, your obligation to pay future Monthly Rent on the Lost Units will terminate, but you will remain liable for all Monthly Rent and all Other Payments on any remaining Units. Furthermore, upon receipt of the full payment required on the Loss Payment Date, we convey to you all of our right, title, and interest in the Lost Units, "AS IS WHERE IS", but subject to the requirements of any third party insurance carrier in order to settle an insurance claim. "Residual Value" means the future fair market value of a Unit at the end of the Lease Term (determined at Lease inception). "Casualty Loss Value" means the sum of: (i) the discounted present value of all unpaid future Rent for the Lost Units; (ii) the discounted present value of the Lost Unit's Residual Value as determined by us; and (iii) all other amounts then due under this Lease with respect to the Lost Units (including all Other Payments then owing and unpaid). If the Total Loss occurs after the final Rent due date of the Lease Term, the Casualty Loss Value will be determined as of the last Monthly Rent due date during the Lease Term. (e) We are not required to pursue any claim against any person in connection with a Total Loss or other loss or damage. (f) If we receive a payment under an insurance policy required under this Lease in connection with any Total Loss or other loss or damage to a Unit, and such payment is both unconditional and indefeasible, then provided you have complied with the applicable provisions of this section, we will either (i)) if the payment results from a Total Loss, send you proceeds up to an amount equal to the Casualty Loss Value you previously paid us, or credit the proceeds against any amounts you owe us or (ii) if the payment results from repairs made pursuant to Section 10(c), send you proceeds up to an amount equal to the amount of your actually incurred costs of repair.

11. **Waiver and Indemnity** You release and agree to indemnify, defend, and keep harmless, us (including any assignee of ours) and our directors, officers, agents and employees (each, an "Indemnitee"), from and against any and all Claims (defined below) (other than those directly resulting from the actual gross negligence or willful misconduct of the Indemnitee). To meet this obligation, you will pay, on a net after-tax basis, or otherwise discharge such Claims, when and as they become due. We will give you prompt notice of a Claim. You are entitled to control the defense of or to settle a Claim, so long as: (a) no Event of Default has occurred and is then continuing; (b) you are financially capable of satisfying your obligations under this section; and (c) we approve your proposed defense counsel. "Claims" means all claims, allegations, judgments, settlements, suits, actions, damages (whether incidental, consequential or direct), demands (for compensation, indemnification, reimbursement or otherwise), losses, penalties, fines, liabilities (including strict liability), and charges that we incur or for which we are or may be responsible, in the nature of interest, liens, and costs (including attorneys' fees and disbursements and any other legal or non-legal expenses of investigation or defense of any Claim, whether or not the Claim is ultimately defeated, or enforcing the rights, remedies, or indemnities provided for hereunder, or otherwise available at law or in equity to us), of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, by or against any person. Claims include any of the foregoing arising from: (i) a Lease Document; (ii) a Unit, including the contents and any regulated or hazardous substances at any time contained in a Unit or emitted from a Unit, (iii) the premises at which any Unit may be located from time to time; (iv) the ordering, acquisition, delivery, installation, or rejection of a Unit; (v) the possession of a Unit or any property to which the Unit may be attached from time to time; (vi) the maintenance, use, condition, ownership or operation of any Unit, during the Lease Term; (vii) the existence of a latent or other defect (whether or not discoverable by you or us) with respect to a Unit; (viii) any Claim in tort for negligence or strict liability in relation to a Unit; (ix) any Claim for patent, trademark or copyright infringement in relation to a Unit; (x) the Total Loss or damage, return, surrender, sale, or other disposition of any Unit or any part thereof; or (xi) any Claim involving or alleging environmental damage, or any criminal or terrorist act, relating in any way to a Unit. To the extent necessary under law or regulation, in order to eliminate liability for us, we transfer and you accept the transfer from us of any and all liability associated with exhaust emissions in connection with the Units. If any Claim is made against you or an Indemnitee, the party receiving notice of the Claim will promptly notify the other. If the party receiving notice of the Claim fails to notify the other, however, your obligations are still in effect. You agree to be responsible for all costs and expenses, including reasonable attorneys' fees, incurred by us or our directors, officers, employees, agents, or assigns in defending such claims or in enforcing this section. Under no condition or cause of action will we be liable for any loss of actual or anticipated business or profits or any special, indirect, or consequential damages.

12. **Insurance** You, at your expense, must keep each Unit insured with a commercial insurance policy for our benefit. This insurance must include physical damage insurance that will protect each Unit against all risks for an amount at least equal to the then-applicable Casualty Loss Value. You will also maintain commercial general liability insurance (including product and broad form contractual liability) covering each Unit for at least $1,000,000 combined coverage for bodily injury and property damage per occurrence. All insurance must be in a form and with companies approved by us. The physical damage insurance shall specify you as named insured and us as loss payee, and the general liability policy shall specify you as named insured and us as additional insured. The insurance shall be primary, without the right of contribution from any insurance carried by us. You must promptly notify us of any occurrence that may become the basis of a claim. You must also provide us with all requested pertinent data. Upon demand, you must promptly deliver to us evidence of insurance coverage. Notwithstanding anything to the contrary, you acknowledge and authorize us to receive the return of any unearned premiums, including without limitation any refunds resulting from cancellation, nonrenewal, voidance or adjustment of your insurance policy financed with us, if the policy is underwritten by Caterpillar Insurance Company or its affiliates. You agree that such unearned premiums are being forwarded on your behalf, credited to you and will be applied by us to any unpaid balances on your account.

13. **Events of Default** Each of the following is an event of default ("Event of Default"): (a) You fail to make a payment when due. (b) A representation or warranty made to us in connection with this Lease is incorrect or misleading. (c) You fail to observe or perform a covenant, agreement, or warranty and the failure continues for ten days after written notice to you. (d) A default occurs under any other agreement between you or a guarantor of this Lease (each a "Guarantor") and us or an affiliate of ours. (e) You, or a Guarantor, cease to do business, die, become insolvent, make an assignment for the benefit of creditors or file a petition or action under a bankruptcy, reorganization, insolvency or moratorium law, or a law for the relief of, or relating to, debtors. (f) Any filing of an involuntary petition under a bankruptcy statute against you or a Guarantor, or appointment of a receiver, trustee, custodian or similar official to take possession of your properties or those of a Guarantor, unless the petition or appointment ceases to be in effect within thirty days after filing or appointment. (g) There is a material adverse change in your, or a Guarantor's, financial condition, business operations or prospects. (h) There is a termination, breach, or repudiation of a Guarantor's guaranty. (i) There is a breach in any respect of any covenant or agreement in Section 18 hereof.

14. **Remedies** (a) If an Event of Default occurs, we will have the rights and remedies provided by this Lease and under the Uniform Commercial Code ("UCC") and any other law. Among these rights and remedies are to: (i) proceed at law or in equity, to enforce specifically your performance or to recover damages; (ii) declare this Lease in default, and cancel this Lease or otherwise terminate your right to use any Unit and your other rights, but not your obligations, (iii) require you to assemble Units and make them available to us at a place we designate; (iv) enter premises where a Unit may be located and take immediate possession of such Unit and remove (or disable in place) such Unit (and any unattached parts) without notice, liability, or legal

process; (v) use your premises for storage without liability; (vi) sell or lease any of the Units, whether or not in our possession, at public or private sale, with or without notice to you, and apply or retain the net proceeds of such disposition in accordance with this Lease; (vii) enforce any or all of the preceding remedies with respect to any related collateral, and apply any deposit or other cash collateral, or any proceeds of any such collateral, at any time to reduce any amounts you owe us; (viii) demand and recover from you all Liquidated Damages (as defined below) and all Other Payments whenever they are due; and (ix) if we financed your obligations under a warranty agreement such as an Equipment Protection Plan, Customer Service Agreement, or similar agreement, we may cancel the agreement on your behalf and receive the refund of the fees that we financed but had not received from you as of the date of the Event of Default. As used herein, "Liquidated Damages" means the liquidated damages (all of which, you hereby acknowledge, are damages to be paid in lieu of future Monthly Rent and expected Residual Values and are reasonable in light of the anticipated harm arising by reason of an Event of Default, and are not a penalty) described in the first sentence of parts (i) or (ii) of Section 14(b) below, depending upon the recovery and disposition of the Units.

(b) If an Event of Default occurs and:

(i) we recover a Unit and dispose of it by a lease or elect not to dispose of the Unit after recovery, you will pay us on demand an amount equal to the *sum* of (A) any accrued and unpaid Rent as of the date we recover the Unit, *plus* (B) the present value as of such date of the total Monthly Rent for the then remaining Lease Term, *minus* (C) either (1) the present value, as of the commencement date of any substantially similar re-lease of the Unit, of the re-lease rent payable to us for the period, commencing on such commencement date, which is comparable to the then remaining Lease Term or (2) the present value of the "market rent" for such Unit (as computed pursuant to Article 2A of the UCC ("Article 2A")) in the continental United States as of the date on which we have a reasonable opportunity to remarket the Unit for the period, commencing on such date, which is comparable to the then remaining Lease Term, as applicable; provided, however, you acknowledge that if we are unable after a reasonable effort to dispose of the Unit at a reasonable price and pursuant to other reasonable terms, or the circumstances reasonably indicate that such an effort will be unavailing, the "market rent" in such event will be deemed to be $0.00, but in the event that we do eventually re-lease or otherwise dispose of the Unit, we will apply the net proceeds of such disposition, to the extent received in good and indefeasible funds, as a credit or reimbursement, as applicable, in a manner consistent with the terms of this Lease and the applicable provisions of Article 2A. Any amounts discounted to present value, shall be discounted at the rate of three percent (3%) per annum, compounded annually;

(ii) you fail to return a Unit in the manner and condition required by this Lease, or we recover and sell the Unit, you will pay to us on demand an amount calculated as the Casualty Loss Value of the Unit (determined as of the next Monthly Rent payment date after the date of the Event of Default), together with all costs and expenses (as defined below), *less* a credit for any disposition proceeds, if applicable pursuant to the application provisions in the next sentence. If we demand the Liquidated Damages under this part (ii) and recover and sell the Unit, we will apply any proceeds received in good and indefeasible funds: first, to pay all costs and expenses not already paid; second, to pay us an amount equal to any unpaid Rent due and payable, together with the Liquidated Damage amounts specified in this part (ii), to the extent not previously paid; third, to pay us any interest accruing on the amounts covered by the preceding clauses, plus late charges, from and after the date the same becomes due, through the date of payment; fourth, to pay us an amount equal to any remaining obligations that you owe us under this Lease.

The remedies provided to us are cumulative and in addition to all other remedies at law or in equity. You will remain liable for any deficiency and we will retain any excess after our exercise of these remedies. You agree to pay all charges, costs, expenses and reasonable attorney's fees incurred by us in enforcing this Lease. To the extent you are entitled to a refund from us, you agree we have the right to offset any obligation that you have with us or our affiliates with such refund.

15. **Return of Unit** On expiration of the Lease Term or if we demand possession of a Unit pursuant to the terms of the Lease, you will, at your expense, promptly deliver the Unit to us properly protected and in the condition required by Section 7 and the applicable Return Agreement. You will deliver the Unit, at our option, (a) to the nearest Caterpillar dealer selling equipment of the same type as the Unit; or (b) on board a carrier named by us and shipping the Unit, freight collect, to a destination designated by us. If the Unit is not in the condition required by Section 7 and the applicable Return Agreement, you must pay us, on demand, all costs and expenses incurred by us to bring the Unit into the required condition. You are obligated to pay holdover rent in the amount equal to 1/30th of the Monthly Rent plus any other costs and expenses for each day following the end of the Lease Term on any Unit that is not returned or purchased pursuant to the terms of this Lease.

16. **Purchase Option** At the expiration of the Lease, if no Event of Default has occurred and is continuing, you may choose to purchase any Unit for the Option Purchase Price set forth on the front of this Lease if this Lease includes an Option Purchase Price. In order to exercise a purchase option, you must send written notice to us at least sixty (60) days prior to the end of the Lease Term. Upon receipt of the Option Purchase Price and all other amounts owing under the Lease, plus any taxes or our other costs and expenses arising from the sale of the Unit or the delivery of the bill of sale, we will deliver to you, upon request, a bill of sale without warranties except that the Unit is free of all encumbrances of any person claiming through us. You agree to purchase the Unit "**AS IS, WHERE IS, WITH ALL FAULTS**." Any applicable purchase option must be exercised as of the last day of the Lease Term and it is not available during any holdover period. You agree with us that the Option Purchase Price, if set forth in Table A and identified as a Cat Value Option, is not less than the reasonably expected Residual Value (as defined in Section 10) of such Unit.

17. **Your Assurances and Representations** Each of us intends that: (i) this Lease constitutes a true "lease" and a "finance lease" as such terms are defined in Article 2A and not a sale or retention of a security interest; (ii) you have selected the "Supplier" (as defined in Article 2A) and have directed us to purchase each Unit from this Supplier; (iii) you were informed, before your execution of this Lease and are hereby informed in writing that you are entitled under Article 2A to the promises and warranties, including those of any third party, provided to us by the Supplier in connection with or as part of the purchase of the Units, and that you may communicate directly with the Supplier and receive an accurate and complete statement of those promises and warranties, including any disclaimers and limitations on remedies relating thereto; and (iv) we are and shall remain the owner of each Unit (unless sold by us pursuant to any Lease Document), and you shall not acquire any right, title or interest in or to such Unit except the right to use it in accordance with the terms hereof.

You represent and warrant to us that: (a) You will use each Unit for business purposes only and not for personal, family or household use. (b) You will provide all financial information and reporting as we may reasonably require. (c) All credit, financial and other information submitted by you or on your behalf to us in connection with this Lease is and shall be true, correct and complete. (d) You will not change your name, principal place of business or primary residence and, if you are a business entity, your state of formation or form of business organization (including by merger, consolidation, reincorporation or restructure) without prior written notice to us. (e) We may share any of your information provided by you, or gathered by us, with any affiliate of ours that has or may extend credit to you. (f) You will not assign this Lease or any right or obligation under it without our prior written consent. (g) In the event any Unit is equipped with a Unit monitoring system such as Cat® Product Link, you agree not to remove, disable or impair the Unit monitoring system. You agree to permit Caterpillar Inc. and/or its subsidiaries or affiliates, including us (collectively "Caterpillar"), and/or Caterpillar dealers to access data concerning the Unit, its condition and its operation transmitted from the monitoring system. The information may be used: (1) to administer, implement and enforce the terms of this Lease (including any addendum hereto), (2) to recover the Unit if necessary, and/or (3) to improve or manage Caterpillar's products and services. You agree that information transmitted may include, among other things, the serial number, VIN, location, and operational and other data, including but not limited to fault

codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments.

You agree that messages regarding active transactions you have with us may be delivered by telephone call (whether prerecorded voice or autodialed or not) or sent via text message or SMS (whether autodialed / texted or not), or message sent through a social media or similar platform, to any landline or mobile phone number submitted in connection with the credit application process or subsequently as a business contact number for you. You agree to update your business contact information, including any mobile number submitted as a contact, with us if it changes during the duration of this Lease. You understand and agree that collections messaging may occur, even if you have registered certain preferences regarding a mobile number that is also a business contact number.

Caterpillar publishes its Data Governance Statement ("Data Governance Statement") covering matters relating to data collected by Caterpillar, including geolocation and operational data relating to equipment or owners or operators of the Units. In addition, Caterpillar's Global Data Privacy Statement ("Privacy Statement") describes how Caterpillar collects, processes and shares information that relates to an identified or identifiable individual ("Personal Information") and rights that individuals might have under applicable data privacy laws. By entering into this Lease, Lessee agrees: (1) that it has received and reviewed the Data Governance Statement online at https://www.caterpillar.com/datagovernance and the Privacy Statement online at https://www.caterpillar.com/dataprivacy; (2) to the collection, use, disclosure and sharing of information, including personal information, as set forth in the Data Governance Statement and the Privacy Statement; and (3) that it will provide any individuals access to or a copy of the Data Governance Statement and the Privacy Statement before providing the individual's information to us or our affiliates. Lessee (or individuals representing Lessee) may also authorize and/or consent to the collection, use, disclosure and sharing of information and/or Personal Information in other agreements or documents with us, our affiliates or Caterpillar dealers, and nothing contained herein shall interfere with or affect such agreements or documents in any way.

You agree, at your expense, to do any act and execute, acknowledge, authorize, deliver, file, register, and record any documents that we deem desirable in our reasonable discretion to protect our title or rights in a Unit and our rights and benefits under this Lease. You hereby irrevocably appoint us as your attorney-in-fact for the signing and filing of such documents and authorize us to delegate these limited powers.

18. **Sanctions** None of (a) you, or any of your respective directors, officers or employees, subsidiaries, or any Guarantor, or any beneficial owner of you or any Guarantor, or any person holding a controlling interest in you or any Guarantor (each, a "Relevant Person"), or (b) to your knowledge, having made reasonable enquiries, any agent of yours that will act in any capacity in connection with or benefit from this Lease (including any addendum hereto) and the leasing hereunder, is currently or at any time a Sanctioned Person.

"Sanctioned Person" means, at any time, (I) a person listed in any sanctions-related list of designated persons maintained by the U.S. Department of the Treasury, the U.S. Department of Commerce, the U.S. Department of State, or by the United Nations Security Council, the European Union, or any EU member state, or (II) any person owned or controlled by any such person or persons in aggregate.

No Unit or other proceeds received under the terms of this Lease will be used by you or any Guarantor, or any other Relevant Person, or to your knowledge, having made reasonable enquiries, by any of your agents, sublessees, or other users of the Unit, in violation of, or which shall cause us or our affiliates to be in violation of, any applicable laws, rules, or regulations relating to (A) bribery or corruption, (B) anti-money laundering, (C) terrorism, (D) economic or financial sanctions, or (E) trade embargoes.

19. **Assignment; Counterparts** We may assign, sell or encumber all or any part of this Lease, the Rent, and the Units with or without notice to you. THE RIGHTS OF ANY SUCH ASSIGNEE WILL NOT BE SUBJECT TO ANY DEFENSE, COUNTERCLAIM OR SET OFF WHICH YOU MAY HAVE AGAINST US. If requested by us, you will assist us in the assignment of any of our rights under this Lease. If requested by us, you will also sign a notice of assignment in a form approved by us. If notified by us, you will make all payments due under this Lease to the party designated in the notice without offset or deduction. In connection with any potential or actual assignment, you consent to the sharing of your credit file information, including personal information relating to your principals, with any potential assignee. Upon any assignment by us of our rights under this Lease, and except as may otherwise be provided herein, all references in this Lease to "Lessor", "we", "us", and "our" will mean the assignee. This Lease is for the benefit of, and is binding upon, your and our respective successors and assigns. Though multiple counterparts of this document may be signed, only the counterpart accepted, acknowledged, and certified by us on the signature page as the original will constitute original chattel paper. A photocopy or facsimile of this Lease will be legally admissible under the "best evidence rule." A signed copy of this Lease and any related document sent electronically will be treated as an original document and will be admissible as evidence thereof, and all signatures thereon will be binding as if manual signatures were personally delivered.

20. **Effect of Waiver; Entire Agreement; Notices; Applicable Law** Our delay or omission in exercising any right or remedy will not impair such right or remedy. A delay or omission by us will not be construed as a waiver of any Event of Default. Any waiver or consent by us must be in writing. This Lease and the Lease Documents completely state our and your rights and supersedes all prior agreements with respect to a Unit. All notices must be in writing, addressed to the other party at the address stated on the front of this Lease or at such other address as may be furnished in writing. This Lease is governed by and construed under the laws of the State of Tennessee, without giving effect to the conflict-of-laws principles. You consent to the jurisdiction of any state or federal court located within the State of Tennessee. **THE PARTIES WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATED TO THIS LEASE, THE OBLIGATIONS, OR THE UNITS.**

21. **No Agency; Modification of Lease; Miscellaneous** No person or entity, including, without limitation, the supplier or the manufacturer of the Units, is authorized to act as our agent regarding this Lease. No waiver, modification, or change in this Lease will bind us unless provided by us in writing. Oral agreements are not binding. You agree that we may correct patent errors in this Lease and the Lease Documents and fill in blanks including for example correcting or filling in serial numbers, VIN numbers, and dates. Headings in this Lease are inserted for convenience only. Headings do not affect the meaning or interpretation of this Lease. If a provision of this Lease is invalid under any law, it shall be deemed omitted. Any such omission will not invalidate the remaining provisions. To the extent any payment due us under this Lease is deemed to be usurious, the payment obligation shall be amended and limited to the maximum lawful amount. All obligations under this Lease survive the expiration or termination of the Lease if necessary to give full effect to the terms of this Lease.

NON-APPROPRIATIONS ADDENDUM TO TAX LEASE
Contract Number 001-70204627

CAT Financial

PARTIES

LESSOR ***("we", "us" or "our"):***

CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203

LESSEE ***("you" or "your"):***

TOWN OF EDGEWOOD, NEW MEXICO
P.O. BOX 3610
EDGEWOOD, NM 87015

We and you agree to add the following paragraph to the Lease:

You represent and warrant to us that you (i) have sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal year and (ii) reasonably believe that funds can be obtained sufficient to make all rental payments during the term of the Lease. You hereby covenant that you will do all things reasonably within your power to obtain funds from which the rental payments may be made, including (i) providing for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding and (ii) using your *bona fide* best efforts to have such portion of the budget approved. It is your intent to make rental payments for the full term of this Lease if funds are available therefor, and you represent that the use of the Units is essential to your proper, efficient and economic operation. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise not available in any fiscal year for rental payments due under this Lease, then you will immediately notify us of such occurrence and this Lease will terminate on the last day of the fiscal year for which appropriations were received. You will not incur any penalty or expense as a result of any such termination of this Lease, and you will have no obligation to make rental payments with respect to the remainder of the Lease, but you will be obligated to pay rental payments to the extent funds shall have been appropriated and budgeted or are otherwise available. In the event of such termination, you agree to return the Units to us pursuant to Section 15 of this Lease, and we will have all legal and equitable rights and remedies to take possession of the Units. Notwithstanding the foregoing, you agree that you will not cancel this Lease if any funds are appropriated for the acquisition, retention or operation of the Units or other equipment performing functions similar to the Units.

SIGNATURES

LESSOR	**LESSEE**
CATERPILLAR FINANCIAL SERVICES CORPORATION	**TOWN OF EDGEWOOD, NEW MEXICO**
Signature _____	Signature _____
Name (Print) _____	Name (Print) _____
Title _____	Title _____
Date _____	Date _____

Purchase Agreement
Contract Number 001-70204627

CAT Financial

This Purchase Agreement is between **WAGNER EQUIPMENT CO.** ("Vendor") and **Caterpillar Financial Services Corporation** ("Cat Financial"). Vendor agrees to sell to Cat Financial and Cat Financial agrees to buy from Vendor the equipment described below (the "Unit(s)"), subject to the terms and conditions set forth below and on the reverse side hereof.

Description of Unit(s)	Serial#	VIN #	Freight	Total Price
(1) CS12-03 CATERPILLAR Vibratory Compactor	5G300151		$0.00	$224,900.00

Lessee:
TOWN OF EDGEWOOD, NEW MEXICO
P.O. BOX 3610
EDGEWOOD, NM 87015

Subtotal	**$224,900.00**
Federal Excise Tax	**$0.00**
Other Tax	**$0.00**
Total Purchase Price	**$224,900.00**

Unit(s) Delivery Point:
171-A STATE RD 344
EDGEWOOD, NM 87015

See next page for additional terms and conditions.

SIGNATURES

CATERPILLAR FINANCIAL SERVICES CORPORATION

Signature _____

Name (Print) _____

Title _____

Date _____

WAGNER EQUIPMENT CO.

Signature _____

Name (Print) _____

Title _____

Date _____

Opinion of Counsel

CAT Financial

Re: Governmental Equipment Lease-Purchase Agreement (Contract Number 001-70204627) (the "Lease")
Between TOWN OF EDGEWOOD, NEW MEXICO ("Lessee") and Caterpillar Financial Services Corporation ("Lessor")

Sir/Madam:

I am an attorney for Lessee, and in that capacity, I am familiar with the above-referenced transaction, the Lease, and all other documents pertaining to the Lease (the Lease and such other documents pertaining to the Lease being referred to as the "Lease Agreements").

Based on my examination of these and such other documents, records and papers and matters of fact and laws as I deemed to be relevant and necessary as the basis for my opinion set forth below, upon which opinion Lessor and any subsequent assignee of Lessor's interest may rely, it is my opinion that:

1. Lessee is a fully constituted political subdivision or agency duly organized and existing under the Constitution and laws of the State of New Mexico (the "State"), and is authorized by such Constitution and laws (i) to enter into the transaction contemplated by the Lease Agreements and (ii) to carry out its obligations thereunder.

2. The Lease Agreements (i) have been duly authorized, executed and delivered by Lessee and (ii) constitute valid, legal and binding obligations and agreements of Lessee, enforceable against Lessee in accordance with their terms, assuming due authorization and execution thereof by Lessor.

3. No further approval, license, consent, authorization or withholding of objections is required from any federal, state or local governmental authority with respect to the entering into or performance by Lessee of the Lease Agreements and the transactions contemplated by the Lease Agreements.

4. Lessee has sufficient appropriations or other funds available to pay all amounts due under the Lease Agreements for the current fiscal year.

5. The interest payable to Lessor by Lessee under the Lease Agreements is exempt from federal income taxation pursuant to Section 103 of the Internal Revenue Code of 1986, as amended.

6. The entering into and performance of the Lease Agreements will not (i) conflict with, or constitute a breach or violation of, any judgment, consent decree, order, law, regulation, bond, indenture or lease applicable to Lessee, or (ii) result in any breach of, or constitute a default under, or result in the creation of, any lien, charge, security interest or other encumbrance upon any assets of Lessee or the Units (as defined in the Lease) pursuant to any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument to which Lessee is a party, or by which it or its assets may be bound.

7. No litigation or proceeding is pending or, to the best of my knowledge, threatened to, or which may, (a) restrain or enjoin the execution, delivery or performance by Lessee of the Lease Agreements, (b) in any way contest the validity of the Lease Agreements, (c) contest or question (i) the creation or existence of Lessee or its governing body or (ii) the authority or ability of Lessee to execute or deliver the Lease Agreements or to comply with or perform its obligations under the Lease Agreements. There is no litigation or proceeding pending or, to the best of my knowledge, threatened that seeks to or could restrain or enjoin Lessee from annually appropriating sufficient funds to pay the Lease Payments (as defined in the Lease) or other amounts contemplated by the Lease Agreements. In addition, I am not aware of any facts or circumstances which would give rise to any litigation or proceeding described in this paragraph.

8. The Units are personal property and, when subjected to use by Lessee, will not be or become fixtures under the laws of the State.

9. The authorization, approval and execution of the Lease Agreements, and all other proceedings related to the transactions contemplated by the Lease Agreements, have been performed in accordance with all applicable open meeting, public records, public bidding and all other applicable laws, rules and regulations of the State.

10. The appropriation of moneys to pay the Lease Payments coming due under the Lease and any other amounts contemplated by the Lease Agreements does not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

11. The Lessor will have a perfected security interest in the Units upon the filing of an executed UCC-1 or other financing statement at the time of acceptance of the Units with the Secretary of State for the State.

SIGNATURE

TOWN OF EDGEWOOD, NEW MEXICO

Name(Print): _____ Date: _____

Signature: _____ Address: _____

Title: _____ _____

_____

GOVERNMENTAL ENTITY RESOLUTION TO LEASE, PURCHASE AND/OR FINANCE

WHEREAS, the laws of the State of New Mexico (the "State") authorize TOWN OF EDGEWOOD, NEW MEXICO (the "Governmental Entity"), a duly organized political subdivision, municipal corporation or similar public entity of the State, to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into any necessary contracts; and

the Governmental Entity wants to lease, purchase and/or finance equipment ("Equipment") from **Caterpillar Financial Services Corporation** and/or an authorized Caterpillar dealer ("Caterpillar") by entering into certain contracts or related documents (the "Agreement") with Caterpillar; and

the form of the Agreement has been presented to the governing body of the Governmental Entity at this meeting.

RESOLVED, that: (i) the Agreement, including all schedules and exhibits attached to the Agreement, is approved in substantially the form presented at the meeting, with any Approved Changes (as defined below), (ii) the Governmental Entity enter into the Agreement with Caterpillar and (iii) the Agreement is adopted as a binding obligation of the Governmental Entity; and

that changes may later be made to the Agreement if the changes are approved by the Governmental Entity's counsel or members of the governing body of the Governmental Entity signing the Agreement (the "Approved Changes") and that the signing of the Agreement and any related documents is conclusive evidence of the approval of the changes; and

that the persons listed below, who are the incumbent officers of the Governmental Entity (the "Authorized Persons"):

[PLEASE INSERT NAME AND TITLE OF EACH AUTHORIZED PERSON BELOW]

Name (Print or Type)	Title (Print or Type)
_____	_____
_____	_____
_____	_____

be, and each is, authorized, directed and empowered, on behalf of the Governmental Entity, to (i) sign and deliver to Caterpillar, and its successors and assigns, the Agreement and any related documents, and (ii) take or cause to be taken all actions he/she deems necessary or advisable to acquire the Equipment, including the signing and delivery of the Agreement and related documents; and

that the signatory below is authorized to attest to these resolutions and affix the seal of the Governmental Entity to the Agreement, these resolutions, and any related documents; and

that nothing in these resolutions, the Agreement or any other document imposes a pecuniary liability or charge upon the general credit of the Governmental Entity or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that a breach of these resolutions, the Agreement or any related document will not impose any pecuniary liability upon the Governmental Entity or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that the authority granted by these resolutions will apply equally and with the same effect to the successors in office of the Authorized Persons.

I, _____, of TOWN OF EDGEWOOD, NEW MEXICO, certify that the resolutions above are a full, true and correct copy of resolutions of the governing body of the Governmental Entity. I also certify that the resolutions were duly and regularly passed and adopted at a meeting of the governing body of the Governmental Entity. I also certify that such meeting was duly and regularly called and held in all respects as required by law, at the Governmental Entity's office. I also certify that at such meeting, a majority of the governing body of the Governmental Entity was present and voted in favor of these resolutions.

I also certify that these resolutions are still in full force and effect and have not been amended or revoked.

IN WITNESS of these resolutions, the signatory named below executes this document on behalf of the Governmental Entity.

SIGNATURE [To be signed by authorized individual.]

Signature _____

Title _____

Date _____

1. The lessee named on the front hereof (the "Lessee") has selected the Unit(s), instructed Cat Financial to purchase the Unit(s) from Vendor, and agreed to lease the Unit(s) from Cat Financial.

2. Cat Financial (or its assignee) will have no obligation hereunder (and any sums previously paid by Cat Financial to Vendor with respect to the Unit(s) shall be promptly refunded to Cat Financial) unless (a) all of the conditions set forth in Section 1.3 (if a master lease agreement) or Section 1 (if a non-master lease agreement) of the lease with the Lessee covering the Unit(s) have been timely fulfilled and (b) the Lessee has not communicated to Cat Financial (or its assignee), prior to "Delivery" (as hereinafter defined) of the Unit(s), an intent not to lease the Unit(s) from Cat Financial. All conditions specified in this paragraph shall be deemed timely fulfilled unless prior to Delivery of the Unit(s), Cat Financial (or its assignee) shall notify Vendor to the contrary in writing. which shall include fax or email. "Delivery" shall mean the later of the time (a) Cat Financial executes this Purchase Agreement or (b) the Lessee or its agent takes control and/or physical possession of the Unit(s).

3. Upon timely satisfaction of the conditions specified in Paragraph 2 above, ownership, title and risk of loss to the Unit(s) shall transfer to Cat Financial (or its assignee) upon Delivery of the Unit(s).

4. Vendor warrants that (a) upon Delivery of the Unit(s), Cat Financial (or its assignee) will be the owner of and have absolute title to the Unit(s) free and clear of all claims, liens, security interests and encumbrances and the description of the Unit(s) set forth herein is correct and (b) the Unit Transaction Price set forth on the front hereof for each unit of Unit(s) leased under a lease is equal to such Unit(s)'s fair market value.

5. Vendor shall forever warrant and defend the sale of the Unit(s) to Cat Financial (or its assignee), its successors and assigns, against any person claiming an interest in the Unit(s).

6. Provided that no event of default exists under any agreement between Lessee and Cat Financial and upon timely satisfaction of the conditions specified in Paragraph 2 above, and unless otherwise agreed to in this Purchase Agreement, Cat Financial (or its assignee) shall pay Vendor the total Purchase Price set forth on the front hereof for the Unit(s) within three business days following (a) the receipt and approval by Cat Financial of all documentation deemed necessary by Cat Financial in connection with the lease transaction and (b) all credit conditions have been satisfied.

7. Vendor shall deliver the Unit(s) to the Lessee at the delivery point set forth on the front hereof.

8. This Purchase Agreement may be assigned by Cat Financial to a third party. Vendor hereby consents to any such assignment.

9. This Purchase Agreement shall become effective only upon execution by Cat Financial.

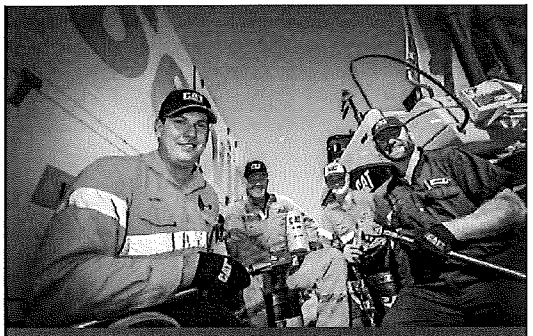
COVERAGE THAT GETS YOU BACK TO BUSINESS

Your equipment is one of your operation's biggest financial investments. Our Physical Damage Insurance is built to protect it. If your new or used machine experiences a covered loss, we'll get it repaired or replaced— so you can get back to work fast.

WE'VE GOT YOU COVERED

PROTECT YOUR HEAVY EQUIPMENT WITH PHYSICAL DAMAGE INSURANCE

- For covered total losses, we pay up to policy limits the **GREATER** of –
  - > The payoff value of your loan*
  - > Actual cash value
  - > Fair market value
- **FULL REPLACEMENT COST** for Cat® genuine parts, where available, and repairs by an authorized Cat dealer or facility of choice
- Coverage for **RENTAL COSTS** up to $500 per day, up to $10,000 per occurrence and $100,000 coverage for rented replacement equipment
- **PROTECT** any brand of equipment you own – as well as trailers and attachments that are purchased with the equipment and listed on the sales invoice



To learn more about the insurance coverage available for your machines, talk to your Cat dealer or contact us at 1.800.248.4228 or PhysicalDamage@cat.co

This is only a brief description of the program. The actual policy will govern.

This marketing tool does not represent a contract or obligation of any kind between Caterpillar Inc., its subsidiaries or affiliates, and the equipment owner. For details on any dealer agreement, including a complete description of the terms, conditions, and/or exclusions, contact your local Cat dealer. All graphics and lists in this marketing tool are provided solely for general information purposes and are not intended to be a solicitation or an offer to sell any product or service.

100 YEARS CATERPILLAR®

*Less late payments and fees

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CAT® Financial

CATERPILLAR INSURANCE COMPANY (CIC) SELECTION FORM

Before financing your equipment, you must arrange physical damage insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice. We recommend the insurance company has a financial strength rating of at least A- from either A.M. Best, Moody's, S&P, Fitch, or Kroll Bond Agency ("KBRA").

As an alternative to obtaining your own insurance, you may elect to have your equipment insured under coverage arranged by Caterpillar Insurance Services Corporation (CISC), that has been designed specifically for those that purchase Cat® equipment.

Please complete this form if you elect to insure your equipment with Caterpillar Insurance Company (CIC).

CIC Physical Damage Insurance Program (the Program) Summary

Please note: This is only a brief description of the CIC Physical Damage Insurance Program. Contractual provisions contained in the policy will govern.

Coverage

The Program protects your equipment against physical damage losses, including collision, fire, theft, vandalism, upset or overturn, flood, sinking, earthquake and other unfortunate acts of nature. The protection has been designed for owners of heavy equipment and provides benefits you most likely would not find in other plans.

The Program does include normal exclusions. Some important exclusions include, but are not limited to, wear and tear, rust, loss of income, acts of war, nuclear damage, mechanical breakdown, automobiles, watercraft, waterborne shipments, tires or tubes or mobile track belts damaged by blow-out, puncture, and road damage.

The Program does not cover losses to your equipment that you loan, lease, or rent to others.

Repairs

When a covered loss occurs, the Program will pay for Cat® replacement parts, where available, on all your new or used Caterpillar equipment. For all other equipment from other manufacturers, the Program will pay for comparable replacement parts.

Rental Reimbursement

The Program allows for rental expenses up to $10,000 per occurrence but not more than $500 per day that you incur to rent similar equipment following a covered loss. You are automatically protected with up to $100,000 of coverage for damage to the similar equipment you rent.

Claims

In the event of a total loss, the Program will pay the greater of, not to exceed policy limits, the following:
- The payoff value of the loan, excluding past due payments and late charges, on the damaged parts or equipment as of the date of loss; or
- The actual cash value of the covered property; or
- The Fair Market Value of replacing that property with property of like kind and quality.

Debris Removal

The Program will pay 25% of the direct physical loss plus the deductible, up to a $10,000 maximum above the limit of insurance of the covered property.

Fire Department Service Charge

The Program will pay fire department service fees up to $10,000.

Deductible

Construction and Agricultural Equipment Deductible: $1,000
Forestry Equipment Deductible: $5,000

Customer Service

If you have any questions or need additional details, see your Authorized Cat Dealer or call CISC toll free at **1-800-248-4228 option 2.**
You may also e-mail CISC at physicaldamage@cat.com.

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM RISK INSURANCE ACT OF 2002
(as extended by the Terrorism Risk Insurance Extension Act of 2005, as amended in 2007, as extended in 2015, and amended in 2019)

You are hereby notified that under the Terrorism Risk Insurance Act, as amended defines in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury - in concurrence with the Secretary of State, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended in 2019. However, your policy may contain other exclusions, which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a $100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds $100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced. The portion of your premium that is attributable to coverage for terrorist acts certified under the Act is: $ 0.00.

APPLICATION FOR CIC PHYSICAL DAMAGE INSURANCE

Item	Year	Model #	Equipment Description	Serial/VIN	State	Policy Limit (Value Including Total Tax)	Pymt Method-3 Total Premium	Pymt Method-1 Finance Pymt
1	2025	CS12-03	Caterpillar Vibratory Compactor	5G300151	NM	$224,900.00	$6,801.00	$209.96

Marsha Blaisdell

Marsha Blaisdell, Authorized Insurance Producer

Arranged by Caterpillar Insurance Services Corporation

I understand that the total insurance premium for 36 months will be $6,801.00, which is $2267.00 per year based upon the total equipment value of $224,900.00.

Method 1	☐	I will finance the insurance premium, including finance charges, of $209.96 per scheduled equipment payment. The finance charge is calculated at 6.99% per annum on the total insurance premium covering the full term of the finance agreement. By choosing Method 1 and signing this document I am agreeing to finance the insurance along with the equipment payments with Caterpillar Financial Services Corporation.
Method 2	☐	I desire coverage for an initial 12 month term. I will pay the $2267.00 premium and return the payment with the signed equipment documents.
Method 3	☐	I will pay the total premium and return the payment with the signed equipment documents.
Method 4	☐	I decline insurance through Caterpillar Insurance Company. I elect to obtain my own commercial insurance on the equipment shown from an agent or insurance company of my choice.

If selecting method 2 or 3 above, you are also eligible to pay with Cat Card.

☐ I will pay by Cat Card account and provide my account information below.

☐ I will pay by check Please make check payable to Caterpillar Insurance Services Corp. and include Policy Number CIC - 70204627 on your check.

☐ Not applicable—Only Choose this option if Method 4 is selected above.

Accountholder Name _____ Cat Card Number _____

Authorized User Signature _____ Print Name _____

I understand that the quote I receive is not a binder of insurance. If I elect to obtain coverage from CIC, coverage will be effective in accordance with the terms and conditions of the issued Policy and that I may terminate the coverage at any time with advance written notice.

I acknowledge that I have been notified that, under the TERRORISM RISK INSURANCE ACT of 2002 (as extended by the Terrorism Risk Insurance Extension Act of 2019), any losses caused by certified acts of terrorism under my policy will result in coverage under my policy that will be partially reimbursed by the United States as outlined in the attached policyholder disclosure notification.

I also acknowledge I have been advised that, if I accept this insurance, an appointed licensed insurance producer may receive commission compensation.

Dealer Name: WAGNER EQUIPMENT CO.
Customer Name: TOWN OF EDGEWOOD, NEW MEXICO
Billing Address: P.O. BOX 3610
EDGEWOOD, NM 87015

Please note: If you would like a no obligation quote on your additional equipment, call 1-800-248-4228 option 2.

Accepted By: _____ Name (PRINT): _____

Title: _____ Date: _____

Fraud Warning:

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Applicable in AL: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines or confinement in prison, or any combination thereof.

Applicable in MD: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Applicable in AK: A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.

Applicable in CA: For your protection, California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Applicable in CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in DC: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

Applicable in FL: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Applicable in HI: Intentionally or knowingly misrepresenting or concealing a material fact, opinion or intention to obtain coverage, benefits, recovery or compensation when presenting an application for the issuance or renewal of an insurance policy or when presenting a claim for the payment of a loss is a criminal offense punishable by fines or imprisonment, or both.

Applicable in ID: Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony.

Applicable in KS: Any person who commits a fraudulent insurance act is guilty of a crime and may be subject to restitution, fines, and confinement in prison. A fraudulent insurance act means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer or insurance agent or broker, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for insurance, or the rating of an insurance policy, or a claim for payment or other benefit under an insurance policy, which such person knows to contain materially false information concerning any material fact thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.

Applicable in KY, NY, and PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

Applicable in ME, TN, VA, and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines, and denial of insurance benefits. *Applies in ME Only.

Applicable in NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in NM: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

Applicable in OH: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Applicable in OK: WARNING – Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Applicable in OR: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in PR: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with a penalty of a fine of not less than five thousand dollars ($5,000) and not more than ten thousand dollars ($10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

INSURANCE SELECTION FORM- INSURANCE REQUIREMENTS

Before funding your equipment, you must arrange physical damage insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice, provided the insurance company has a financial strength rating of at least A- from either A.M. Best, Moody's, S&P, Fitch or Kroll Bond Rating Agency ("KBRA").

Physical Damage coverage must show that Caterpillar Financial Services Corporation has been named as loss payee for the equipment's replacement value. The deductible must be shown. Liability Coverage must be a minimum of $1,000,000 or combined coverage for bodily injury and property damage per occurrence. Caterpillar Financial Services Corporation must be named as additional insured.

As an alternative to obtaining your own Physical Damage coverage, you may elect to have your equipment insured under coverage arranged by Caterpillar Insurance Services Corporation designed specifically for those that purchase Cat® equipment. If a quote is not included in your document package, please contact your Cat dealer, call **1-800-248-4228,** or e-mail PhysicalDamage@cat.com.

Please complete this form to provide contact information for your liability coverage, as well as your physical damage coverage if you did not elect to arrange your physical damage coverage through Caterpillar Insurance Services Corporation.

Transaction Number: 001-70204627

Dealer Name: WAGNER EQUIPMENT CO.

Customer's Name: TOWN OF EDGEWOOD, NEW MEXICO

Address: P.O. BOX 3610
EDGEWOOD, NM 87015

I have entered into the above agreement under which **I am responsible for providing insurance** against **ALL RISKS** of direct physical loss or damage for the replacement value of the following equipment, subject to common exclusions such as damage caused by corrosion, rust, mechanical or electrical breakdown, etc.

Model #	Equipment Description	Serial #	VIN#	Policy Limit (Value Including Tax)
1. CS12-03	2025 Caterpillar Vibratory Compactor	5G300151		$224,900.00

Insurance Agency _____ Insurance Agent's Name _____

Street Address _____

City _____ State _____ Zip _____

Agent's Phone Number _____ Fax Number _____ E-mail Address _____

TO CUSTOMER'S INSURANCE AGENT

Caterpillar Financial Services Corporation must be added as a Loss Payee for physical damage and as an Additional Insured for general liability for the equipment listed above:

[ ] To my existing policy number(s)_____, which now provide the coverage required, or

[ ] To a policy or policies which you are authorized to issue in the name listed above which will provide the coverage required.

Signature _____

Name(Print) _____

Title _____

Date _____

PROCESSING OF THIS TRANSACTION MAY BE HELD PENDING RECEIPT OF THIS INFORMATION

PLEASE FORWARD A COPY OF THE CERTIFICATE OR BINDER EVIDENCING COVERAGE TO:

CATERPILLAR FINANCIAL SERVICES CORPORATION Attn: Document Services
2120 West End Avenue Nashville, TN 37203

PLEASE ATTACH A COPY OF THIS NOTICE TO PROOF OF INSURANCE

CUSTOMER INFORMATION VERIFICATION
Contract Number 001-70204627

CAT Financial

CUSTOMER INFORMATION		CHANGES TO CUSTOMER INFORMATION
Customer Name:	TOWN OF EDGEWOOD, NEW MEXICO	
Physical Address:	P.O. BOX 3610	
	EDGEWOOD, NM, 87015	
Mailing Address:	P.O. BOX 3610	
	EDGEWOOD, NM, 87015	
Equipment Location:	171-A STATE RD 344	
	EDGEWOOD, NM, 87015	
Business Phone:	5052864518	
Mobile Phone:		
E-mail Address:	SLOPEZ@EDGEWOOD-NM.GOV	

The changes above apply to: ☐ Current Request for financing ☐ All active contracts

TAX INFORMATION

Tax Exempt** **Non-Exempt**

Asset outside the City limits Yes _____ No _____

***A Tax Exemption Certificate is required for all tax exempt customer. If you are tax exempt – please enclose a current tax exemption certificate to be returned with your documents.*

AUTO PAY INFORMATION (Checking Account Information)

☐ **I decline** Auto Pay authorization at this time

☐ **I request and authorize Caterpillar** Financial Services Corporation ("Cat Financial") to begin debiting my account for the amounts due under the contract(s) indicated below, with debits made to my account and withdrawn by Cat Financial, provided my account has sufficient collected funds to pay the debit when presented. If my financial institution dishonors any debit for any reason, Cat Financial may issue another debit in substitution for the dishonored debit and will have no liability on account of a dishonored debit. I agree that Cat Financial's rights relating to each debit will be the same as if I had personally signed a check. I agree that I will be liable to make payment promptly, including any applicable late fees, if any debit is not paid, unless Cat Financial or its agents or affiliates are directly responsible for the nonpayment. I acknowledge that I may cancel this authorization at any time by written notice to Cat Financial, which notice will be effective 10 days after receipt; however, my cancellation of this authorization does not terminate, cancel or reduce my obligations under the contract(s). I understand that Cat Financial will not notify me in advance of any withdrawal and I agree to waive all pre-notification requirements in respect of all debits drawn under this authorization. Please use the information below to set up Auto Pay on:

Bank Name

Account Name (exactly as it appears on Check)

Routing Number

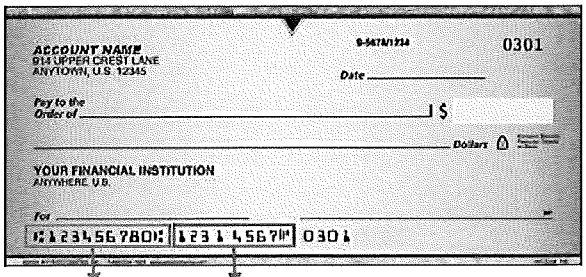
9 digits

Account Number

3-17 digits

Re-Enter Account Number

3-17 digits



CUSTOMER SIGNATURE

The information above has been reviewed and is accurate to the best of my knowledge. For a joint account, all account holders must sign if more than one signature is required on checks issued against the account.

_____

Name _____

Title _____

For questions or assistance with Auto Pay, or for information about your account, please contact Customer Service, 1-800-651-0567.

WAGNER EQUIPMENT CO.
4000 OSUNA RD NE
ALBUQUERQUE, NM 87109-4423

Reference:

TOWN OF EDGEWOOD, NEW MEXICO

We are requesting a copy of the minutes of the appropriation meeting during which the funds for this deal were allocated.

A copy of this information is necessary to complete the documentation package and to fund the deal. Your ability to return a complete package will ensure timely payment to you.

Thank you for your assistance.

CATERPILLAR FINANCIAL SERVICES CORPORATION
DOCUMENTATION DEPARTMENT

» CAT FINANCIAL

GET CONNECTED, STAY CONNECTED, ON US.

WWW.CAT.COM/VISIONLINK

We are covering your VisionLink® ConnectPRO subscription for the duration of your Cat Financial operating lease.

VisionLink's easy-to-understand data and actionable insights give you the power to make informed decisions for

» A VISIONLINK CONNECTPRO SUBSCRIPTION INCLUDES:

INSTANT UPDATES	AVOID RUNNING OUT OF FUEL	MONITOR MACHINE EVENTS	CONTROL SITE SAFETY	MAXIMIZE UPTIME
by requesting hours and location of an asset immediately.	by tracking fuel and DEF levels.	with customizable digital switch inputs.	by tracking fuel utilization and working vs. idle time.	with maintenance reminders and diagnostic alert codes.

INCREASED EFFICIENCY	LOWER FUEL COSTS	REDUCED UNPLANNED DOWNTIME	ESTIMATE EXHAUST CO_2 EMISSIONS
from daily information about asset location and hours.	by tracking fuel utilization and working vs. idle time.	with maintenance reminders and diagnostic alert codes.	in expanded reports.

»HOW TO REGISTER FOR YOUR FREE VISIONLINK SUBSCRIPTION

1. CONTACT YOUR CAT DEALER
   To ensure successful integration of VisionLink, consult with your Cat dealer during the setup process.
2. CONNECT YOUR ASSETS
   Activate the built-in hardware or integrate data.
3. CHOOSE A SUBSCRIPTION
   Choose the ConnectPro option, covered for the term of your operating lease.
4. TAKE YOUR EQUIPMENT TO THE NEXT LEVEL
   Use data-driven insights to keep your fleet working at peak capacity.

Customers may still select a VisionLink subscription above ConnectPro – Performance or PerformancePro. Customers are responsible for the difference in price between ConnectPro and any higher option selected. VisionLink availability may vary by region. Consult your Cat dealer for details

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CAT® Financial

NON-APPROPRIATIONS ADDENDUM TO TAX LEASE
Contract Number

CAT Financial

PARTIES

LESSOR ***("we", "us" or "our"):***

CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203

LESSEE ***("you" or "your"):***

TOWN OF EDGEWOOD, NEW MEXICO
P.O. BOX 3610
EDGEWOOD, NM 87015

We and you agree to add the following paragraph to the Lease:

You represent and warrant to us that you (i) have sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal year and (ii) reasonably believe that funds can be obtained sufficient to make all rental payments during the term of the Lease. You hereby covenant that you will do all things reasonably within your power to obtain funds from which the rental payments may be made, including (i) providing for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding and (ii) using your *bona fide* best efforts to have such portion of the budget approved. It is your intent to make rental payments for the full term of this Lease if funds are available therefor, and you represent that the use of the Units is essential to your proper, efficient and economic operation. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise not available in any fiscal year for rental payments due under this Lease, then you will immediately notify us of such occurrence and this Lease will terminate on the last day of the fiscal year for which appropriations were received. You will not incur any penalty or expense as a result of any such termination of this Lease, and you will have no obligation to make rental payments with respect to the remainder of the Lease, but you will be obligated to pay rental payments to the extent funds shall have been appropriated and budgeted or are otherwise available. In the event of such termination, you agree to return the Units to us pursuant to Section 15 of this Lease, and we will have all legal and equitable rights and remedies to take possession of the Units. Notwithstanding the foregoing, you agree that you will not cancel this Lease if any funds are appropriated for the acquisition, retention or operation of the Units or other equipment performing functions similar to the Units.

SIGNATURES

LESSOR	**LESSEE**
CATERPILLAR FINANCIAL SERVICES CORPORATION	**TOWN OF EDGEWOOD, NEW MEXICO**
Signature _____	Signature _____
Name (Print) _____	Name (Print) _____
Title _____	Title _____
Date _____	Date _____

Lease Return Conditions (Not for use with On-Highway Vehicles, Drills, Draglines, Electric Rope Shovels, Highwall Miners and Underground Equipment)

CAT Financial

This Lease Return Conditions agreement (this "Return Agreement"), which may also be referred to as an "Application Survey," is part of and incorporated into that certain Cat Value Option, Transaction No. 4978199 (the "Lease") entered into between the Lessee and the Lessor named in the Lease. Capitalized terms used in this Return Agreement but not defined shall have the meaning ascribed to them in the Lease.

1. EQUIPMENT DESCRIPTION

Make: CATERPILLAR Model: CS12-03 Serial No.: 5G300151

Unit Configuration and Attachments: Air Conditioning, Cab, No Blade

Unit Usage & Primary Operating Environment: Standard Environment - Ag-Crop, Ag Non-Manure, Airport, Clay, Coal, Commercial, Crushed & Screened Aggregate, Dams & Bridges, Frac Sand, Landfill-Site Prep Only, Landscaping, Moving Mulch, Pipeline, Residential, Road Building, Site Development, Snow, Utilities.

If there are any changes to your Unit usage or operating environment, please communicate this change to Caterpillar Financial immediately.

2. RETURN OF UNIT / EXCESS USAGE

Lessee will notify Lessor of its intention to return the Unit at least sixty (60) days before the end of the Lease Term, and will return the Unit to the Lessor in accordance with the terms in the Lease. Lessee will be responsible for performing any loading, unloading, disassembly, reassembly, testing, inspecting, and transportation of the Unit (including all leased attachments), and will do so in a manner consistent with the manufacturer's recommendations and practices.

Total Lease Hours: 500 Current Hours: 5 Total Allowable Unit Hours: 1505

If any Unit is returned with hours of use exceeding the Total Allowable Unit Hours (the "Excess Hours"), Lessee will pay Lessor additional rent in an amount equal the Excess Hours multiplied by $115.59. The hours of use for the Unit shall be determined, at Lessor's option, by the hour meter attached to the Unit, the engine Electronic Control Module (ECM), or Cat® Product Link (if available).

3. RETURN CONDITIONS

A. **General Condition**

i. Lessee shall return the Unit in the same configuration and with all the components, accessories and attachments that were included on the Unit at the beginning of the Lease Term (including any items stated on the invoice to Lessor) regardless of operating condition, and shall not modify a Unit from its original configuration without written approval by Lessor.

ii. Lessee shall use only the manufacturer's genuine or specifically recommended replacement parts for all maintenance, repairs and overhauls. Will fit, off brand, and parts that have not been specifically recommended by the manufacturer are NOT acceptable, and Lessee will be assessed for the full cost of replacing such parts (including labor).

iii. Lessee shall operate the Unit in accordance with the manufacturer's published operation, application, loading, lubrication, and maintenance guidelines and policies; ensure all repairs, maintenance, and overhauls are performed at recommended intervals and in a manner consistent with the manufacturer's recommendations and practices; and make all warranty repairs and manufacturer recommended product updates prior to the return of the Unit.

iv. Cooling, hydraulic, power generation, power train, power transmission, air, heating, fuel, and lubrication systems may not have any damage, system leaks or be contaminated. All internal fluids and reservoirs, such as coolant, lube oil, grease, and hydraulic fluids must be filled at operating levels, all filler caps must be secured with no leaks, all filters must be new and meet or exceed manufacturer standards. Lessee must enroll Unit in a Caterpillar dealer Scheduled Oil Sampling (or comparable) program.

v. If Lessee elected to purchase and finance as part of the Lease a Cat® Customer Value Agreement, extended protection plan, and/or other similar product(s) (collectively, "Additional Products"), Lessee acknowledges that, in entering the Lease, Lessor may have relied upon Lessee maintaining such Additional Products in effect for the entirety of the Lease Term. If Lessee cancelled or terminated any Additional Products during the Lease Term, such cancellation or termination may have a negative effect on the condition of the Unit, which may result in a Condition Charge (as defined below).

B. **Cleaning.** Each Unit must be cleaned to a commercially acceptable appearance and all rust and corrosion properly removed or treated. All foreign and/or hazardous material (e.g. waste, dirt, non-OEM decals, refuse, coal, rock, limestone, cement, phosphate, concrete, asphalt, gypsum, etc.) on or adhered to the Unit must be properly removed and disposed of in accordance with all applicable federal, state and local laws and regulations.

C. **Undercarriage/Tires and Ground Engaging Tools (GET).** The wear surface in use of each individual GET item and track component (e.g., belts, links, pads, sprockets, idlers, undercarriage pins & bushings) shall be no more than 50% worn according to the manufacturer's wear specifications and guidelines. Recapped tires are not acceptable. All tires shall be the same size, type and brand (or similar quality brand if the original brand is no longer available) as the tires on the Unit when it was first delivered to Lessee. Lessee shall be charged for wear on tires, undercarriage, and GET based on the following payment schedule:

Wear %	Charge to Lessee

0 - 50%	→	No charge
50 - 90%	→	Charge will be between 0% to 100% of estimated replacement cost depending on where the wear % falls within this range (e.g., 60% wear would result in a charge equal to 25% of the estimated replacement cost).
90 - 100%	→	100% of estimated replacement cost

If any tire, undercarriage component, or GET component is inoperable, broken, missing, damaged, bent, leaking, cracked, includes section repairs or rated Poor, Lessee will be responsible for 100% of the estimated replacement cost regardless of its wear percentage.

D. **Electrical System.** The alternator/generator, starter, electric motors, drives, and electronic control units must operate as intended. All electrical harnesses and connections must be in functional condition and properly secured with no sectional repairs. All electronic functions and accessories, controls, monitoring systems, touch screens, gauges, cameras, internal & external lighting, senders, and switches must be fully readable and functional as originally intended. All batteries must be fully operational without any dead cells or cracked cases.

E. **Engine.** All engine components, as well as engine retarder brakes and emissions aftertreatment devices, must meet or exceed the manufacturer's minimum recommended specifications while operated under full load. This determination will be made by subjecting the engine to standard industry testing and will be conducted by an inspection agent approved by Lessor (normally the local Cat dealer).

F. **Mechanical & Hydrostatic Drive Train.** All drive train components (e.g., drive train controls, accessories, transmissions, hydrostatic drive systems, power transfer gearboxes, differentials, planetaries, swing gear boxes, and torque convertors) shall operate as intended at full load with no overheating, leaks, or excessive vibrations or noise.

G. **Brakes.** All parts of the brake system (e.g., the brake controls, service brakes, parking or emergency brake, swing brake, planetary and wet brake systems) shall function as intended and operate without leaks, noise, or vibrations.

H. **Hydraulic Equipment.** All hydraulic equipment (e.g., hydraulic controls, accessories, pumps, motors, cylinders, valves, pipe/tubing and hoses) must be properly secured and operate as intended with no leaks, vibration, noise, drift, bent or damaged cylinders, excessive motor case drain, or linkage bushings/pins worn past service limits. Hydraulic cycle times must meet the manufacturer's minimum performance specifications.

I. **Air Conditioning & Heating Systems.** All air conditioning systems and components (e.g., controls, compressors, evaporators, condensers, motors, valves, lines, fittings, louvers, ducting, recirculation components and filters) must operate as intended and without leaks, noise, or vibrations.

J. **Structures, Parts, & Components.** All of the Unit's components (e.g., welds, plates, frames, tanks, beds, winches, drums, booms, sticks, buckets, blades, hitches, trunnions, articulation/oscillation joints, as well as rotating, reciprocating, pumping, compression, temperature control, reservoir, conveyance, supporting, lifting and positioning machinery) must be operating as intended and be structurally sound, without deformities, cracks, corrosion, leaks, or damage.

K. **ROPS/FOPS and Safely Items.**

i. The cab, Roll Over Protective Structure ("ROPS"), and Falling Object Protective Structure ("FOPS") shall not be damaged or require any repair. ROPS/FOPS certification and integrity must be maintained throughout the Lease Term and must be certified upon return. All safety items (e.g., restraint devices, steps, stairways, safety rails, grab irons, walkways, catwalks, fire suppression systems, warning alarms, decals, placards, signage) shall be complete, unexpired and in working order.

ii. Any damage, repair, or unauthorized modification made to the OEM Roll-Over Protection Structure (ROPS) can result in voiding the certification. Consequently, something as simple as drilling holes to hang a radio or fire extinguisher, unless approved by the manufacturer can result in a decertified ROPS and a potentially large repair/replacement bill at lease end. Please contact your local Caterpillar Dealer if you suspect your ROPS may have been compromised.

L. **Sheet Metal & Plastic Surfaces.** All sheet metal and plastic surfaces shall operate as intended; be without holes, breaks, bends, abrasions, corrosion; and be in the same configuration as they were at the beginning of the Lease Term.

M. **Paint, Decals & Operator's Compartment.** The paint and decals shall not have any peeling, bubbling, mismatched shades, or otherwise be in a poor condition relative to the original paint. Non-OEM paint color, decals, or markings are not acceptable. The operator's compartment shall be free of any interior soiling, odors, trash, or debris, and the interior (e.g., dash, seats, floor covers, headliners and upholstery) shall not have any holes, tears or burns. All window glass and mirrors shall be clear and free from damage. All window frames, doors, and weather stripping shall be complete.

N. **Documents and Records.** The Unit must have all appropriate licensing and inspection certificates, permits and any other certifications necessary to operate the Unit. Lessee shall maintain complete records (including dates and hour meter readings) of all maintenance, repairs, overhauls, part purchases, fluid sample analysis reports, and service-related agreements or programs relating to the Unit. Lessee shall make such records available to Lessor for verification and review at any time during Lessee's normal business hours. Copies of these documents and records shall be made available to Lessor upon return of the Unit.

4. CONDITION ASSESSMENT & CHARGES

If, in the sole judgment of Lessor, any Unit does not meet the standards set forth in this Return Agreement, or if Lessee fails to perform its obligations set forth above, Lessee shall pay to Lessor the estimated cost to return a Unit to the condition specified in the Lease and this Return Agreement ("Condition Charge"). The Condition Charge shall be due and payable to Lessor regardless of whether the repairs and service are completed. All repair and service charges will be based upon a Caterpillar dealer's retail estimated repair costs, and will

include the cost of parts and labor. All amounts owed to Lessor pursuant to the Lease and this Return Agreement (including Excess Use Charges and Condition Charges) shall be due and payable upon demand.

MINIMUM CHARGE THRESHOLD: **Lessee shall not be responsible for any charges incurred in connection with this Return Agreement if the total amount of the charges does not exceed Five Hundred Dollars ($500.00). Please note, however, that if the total amount of the charges exceeds $500, Lessee will be responsible for the entire amount.**

SIGNATURES (By signing below, you certify that you have read this Return Agreement.)

Lessee: TOWN OF EDGEWOOD, NEW MEXICO

Signature:	Name (Print):	Title:	Date:

	SOCIAL MEDIA POLICY (Internal)	Adopted: 12-09-2025

1. Purpose

The Town of Edgewood encourages the use of social media to promote transparency in government operations, enhance public trust, and improve communication with the community. Town-managed social media platforms operate as **limited public forums**, meaning the Town may enforce reasonable content-neutral rules and remove content that violates established guidelines, applicable laws, or the platform's terms of service.

The Town has an overriding interest in protecting the integrity of information posted on its social media accounts and in determining what is announced or communicated on behalf of the Town.

This policy provides guidelines for Town of Edgewood employees and officials on the appropriate use of social media when representing the Town. It aims to protect the Town's reputation, ensure legal and regulatory compliance, and maintain a professional, accurate, and respectful online presence.

2. Scope

This policy applies to all employees, appointed officials, elected officials, contractors, and volunteers of the Town of Edgewood who use social media platforms, either in an official capacity or a personal capacity where they represent or appear to represent the Town.

3. Guidelines for Official Use

A. Authorized Accounts

1. Only the Town's IT Director or Community Liaison may create social media accounts on behalf of the Town of Edgewood, its divisions, departments, boards, or committees.
   1.1. All accounts created must use a Town-controlled email address as the account administrator.
   1.2. The Town of Edgewood owns all social media accounts created using official Town email addresses.
2. All existing official Town social media accounts created prior to this policy's implementation date shall immediately be bound by this policy and must be registered with the IT Director and Community Liaison.
3. Only authorized employees may manage or post content on Town-affiliated social media accounts.
   3.1. Authorization must be granted in writing by the Community Liaison or Town Manager and may be withdrawn by the Town at any time.
   3.2. Upon separation from employment, social media–authorized employees must

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relinquish all passwords and access credentials to the Town Clerk and shall not take any action to harm the Town's representation on social media before or after departure.

B. Content and Conduct

1. Content posted on official Town accounts must be professional, accurate, respectful, and aligned with the needs of the community.
   1.1. **Relevant** – information that engages residents and pertains to Town business.
   1.2. **Timely** – information tied to deadlines, events, or current news.
   1.3. **Actionable** – information that prompts residents to take appropriate actions.
2. Employees must not share confidential, proprietary, or legally protected information.
3. Employees must avoid engaging in disputes or responding to negative comments with hostility.
4. Communications must use correct spelling, grammar, and punctuation. Abbreviations may be used only when commonly understood.
5. All communications must support the Town's mission, values, and community standards.

C. Approval Process

1. Staff must obtain approval from the Community Liaison or Town Manager before posting major announcements, press releases, emergency information, or other sensitive material.
2. Staff must coordinate with the Community Liaison to ensure proper branding, formatting, and messaging consistency.
3. Staff must coordinate with relevant departments to verify the accuracy and consistency of posted information.

4. Guidelines for Personal Use

A. Representation

1. Employees and appointed or elected officials must not use their Town email address or Town-managed passwords for personal social media accounts.
2. Employees must not imply or suggest that personal social media accounts are official Town accounts.
3. When discussing Town-related matters on personal accounts, employees must clarify that their views are personal and do not represent the Town.
4. Employees must remain mindful of how personal posts may affect the Town's reputation or public trust.

B. Confidentiality

1. Employees must not share confidential, proprietary, or legally protected information on personal accounts.

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2. Employees must respect all applicable privacy and data protection laws and Town policies.

5. Reporting and Support

1. Any breaches of this policy must be reported immediately to the Community Liaison and Town Manager.
2. Employees with questions or concerns regarding appropriate social media use or account management should contact the Community Liaison, IT Director, or Town Manager.

6. Responsible Review Process

The Town retains the authority to remove any posts that breach our Terms of Use, violate applicable laws or regulations, or pose risks to the safety and integrity of our online platforms. Town of Edgewood social media accounts operate as **limited public forums**, and content must comply with established community standards. The Town may remove content that is inappropriate, harmful, disruptive, or otherwise in violation of these guidelines to maintain a safe and respectful environment.

A. All posts, comments, and replies on Town social media accounts are subject to review.

B. The review process will include at least two staff members from among the following positions:

- Town Manager
- Community Liaison
- Town Clerk
- IT Director

C. If both reviewers determine that a post, comment, or reply violates the Town's Terms of Use, applicable laws, platform policies, or presents a safety or integrity risk, that content may be removed from public view.

1. Repeated violations may result in the user being blocked from Town-sponsored social media accounts.

7. Rights

Nothing in this policy shall be construed as denying employees their civil or political liberties as guaranteed by the United States Constitution or the New Mexico Constitution.

8. Compliance

Violations of this policy may result in disciplinary action, up to and including termination, in accordance with the personnel policies of the Town of Edgewood.

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9. Policy Review and Updates

This policy is effective January 1, 2026, and will be reviewed periodically and updated as necessary to ensure it remains effective, current, and relevant.

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Town of Edgewood
AGENDA REQUEST FORM

Submitted by:	**Commissioner Rariden**
Commission Meeting Date:	**9 Dec 2025**
Agenda Item Title:	**Town Complaints**
Action Requested of Commission:	**Set suspense for release and review of on-hand and forthcoming Town complaints. Also establish follow-up intervals and regular updates to brief status to the governing body.**
Background and Rationale:	**20 Nov 2025** an official request was submitted to the Clerk/Treasurer for the commission to receive redacted copies of all active complaints filed by prior and current town staff, employees, and appointed members. It was suggested to reach out to the Municipal League and multiple other agencies to request copies if there are not any on file. The commission is required to be made aware the contents of the complaints in order to take the appropriate action to correct the issue, concern, or potential violation. **2 Dec 2025** Followed up w/no response on the progress of obtaining redacted copies of all active complaints and what was being done to request and secure them. As stated in the last Town Hall meeting there are several complaints available/on-hand. The request was to provide what was on-hand as of that day (2 Dec 2025). Nothing was received on 2 Dec 2025.
Alternative plans if action denied:	
Name of person presenting:	**Commissioner Rariden**
Department(s) involved:	**Clerk Treasurer/Public Laison**
Budget questions:	
• **Line Item:**	
• **Fiscal Impact:**	

Updated 2025-04-16
Created 2025-02-17

• **Addt'l Funding Sources:**	
Staff Review:	Community Liaison: 11/21: Email access provided by IT, records research begun. 12/2: IT support sought for additional records access. 12/2: Legal guidance sought regarding ethical/confidentiality matters. 12/2 Pending Commission review of legal guidance.

Updated 2025-04-16
Created 2025-02-17

Staff Recommendation:	

Updated 2025-04-16
Created 2025-02-17

Town of Edgewood
AGENDA REQUEST FORM

Submitted by:	**Commissioner Rariden**
Commission Meeting Date:	**9 Dec 2025**
Agenda Item Title:	**Remote Work Policy**
Action Requested of Commission:	**To review and revise the current Remote Work Personnel Policy and establish immediate interim remote work procedures due to absence of a Town Manager**
Background and Rationale:	*There is currently no policy to authorize remote work during the absence of Town Manager, and the current policy requires revision to be more comprehensive and up-to date.* *Section VIII: Conditions of Employment* *Item 3: Remote work must be approved by the Town Manager and the IT Administrator. Remote work will be approved for extreme cases and as needed for managers to work on projects or directed by the Governing Body. Any remote workers will be provided with Town issued laptops and access with guidance of the IT Administrator.* There are several issues with this section. - There is no definition of what qualifies as an "extreme case" (subjective) - There is no clarification whether remote work is limited to managers or if other roles can qualify under certain conditions - It does not state explicitly that possession of a Town-issued laptop automatically authorizes remote work (requires clarification) - There is no clear process for requesting remote work (forms, timelines, documentation, etc.)
Alternative plans if action denied:	
Name of person presenting:	**Commissioner Rariden**
Department(s) involved:	**All**

Updated 2025-04-16
Created 2025-02-17

Town of Edgewood
AGENDA REQUEST FORM

Budget questions:	
• **Line Item:**	
• **Fiscal Impact:**	
• **Addt'l Funding Sources:**	
Staff Review:	**Community Liaison:** Current Personnel Policy allows remote work at the discretion of the Town Manager and IT Administrator. Technology provides work efficiency and productivity without the restrictions of a single work site. To date, the town has experienced great benefits from the flexibility and willingness of dedicated staff to work remotely as needed. Remote work supports town functions during inclement weather, after hours, and in long-distance work scenarios (meetings, trainings, conferences). Due to the volume of work and professional level of Appointed staff, remote work has not only been standard operating procedure for the Town's Appointed staff, it has been expected. Appointed staff are issued town laptops and town smart phones and regularly work remotely on town business during and outside of regular business hours, even when on vacation, sick, or otherwise away from the office. Limited additional town staff, in critical positions such as IT, Finance, and Wastewater, have also been granted the ability to work remotely. IT and Finance team members have been issued town laptops and work remotely, when needed. The town has a relatively small staff where every member is critical to operations. By working remotely, the town is able to maintain daily operations, even when an employee is out sick or weather conditions close town hall. **Recommendation:** Maintain current remote work policy and assignments, but provide more detail to the Personnel Policy during the upcoming revision.

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Staff Recommendation:	

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