

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF CONNECTICUT

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In re

Eternal Enterprise, Inc.,

Case No. 14-20292

Debtor.

Chapter 11

-----X

MOTION TO USE CASH COLLATERAL

Eternal Enterprise, Inc. (the “Debtor”) through its undersigned counsel files its Motion for Authority to Use the cash collateral of Hartford Holdings, LLC to repair the boiler at the property located at 252 Laurel Street Hartford, Connecticut, pursuant to 11 U.S.C. § 363(c)(2) and Fed. R. Bankr. P. 4001(b), and in support thereof, respectfully states as follows:

JURISDICTION

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334.

This matter is a “Core Proceeding” as defined by 28 U.S.C. § 157(b). Venue is proper before this court pursuant to 28 U.S.C. §§ 1408 and 1409.

2. The statutory predicate for the relief requested herein is 11 U.S.C § 363 and Fed. R. Bankr. P. 4001.

BACKGROUND

1. The Debtor filed a petition for relief pursuant to chapter 11 of the Bankruptcy Code on February 19, 2014.
2. The Debtor owns and operates residential real estate in the Hartford, Connecticut area.
3. The boiler at one of the Debtor’s properties, located at 252 Laurel Street, Hartford, Connecticut, (the “Property”) was damaged in September.

4. In recent weeks, the damage to the Property's boiler has grown more severe, and now requires immediate repair.
5. Connecticut General Statute § 47a-7(a)(4) requires a landlord to "maintain in good and safe working order and condition, all electrical, plumbing, sanitary heating, ventilating and other facilities and appliances..." C.G.S.A. § 48a-7(a)(4).
6. The Debtor has sought quotes for the repair of the boiler at the Property, which are attached as Exhibit A.
7. As detailed in Exhibit A, the Debtor has been provided two options for boiler installation. The first option is the installation of a standard efficiency boiler, the cost of which would be \$32,950.00. The second option is the installation of a high efficiency boiler, the cost of which would be \$41,820.00. The high efficiency boiler would also qualify the Debtor for a \$3,192.00 rebate through Energize Connecticut, leaving the net investment at \$38,628.00.
8. The Debtor prefers to install the high efficiency boiler because of the long term cost savings that the high efficiency boiler would provide.
9. The Property is subject to a consensual lien as the result of a mortgage on the Property, initially held by Astoria Federal Mortgage Corp., and currently held by Hartford Holdings, Inc.

RELIEF REQUESTED

10. By this motion, the Debtor seeks the entry of an Order authorizing its use of cash collateral pursuant to 11 U.S.C. § 363 and Fed. R. Bankr. P. 4001(b)(2).
11. As set forth in the invoices attached hereto as Exhibit A, the Debtor requires the use of this cash collateral to fund necessary expenses of the estate.

12. The Debtor will suffer immediate and irreparable harm if it is not authorized to use cash collateral to fund the expenses set forth in Exhibit A. Absent such authorization, the Debtor will not be able to rebuild or maintain the Property.
13. The Debtor acknowledges that Hartford Holdings, LLC has a lien on the cash collateral in accordance with 11 U.S.C. §§ 361 and 363.

CASH COLLATERAL AND THE RELIEF SOUGHT BY THE DEBTOR

14. The Debtor's use of property of the estate is governed by 11 U.S.C. § 363, which provides:

If the business of the debtor is authorized to be operated under section ... 1108 ... of this title and unless the court orders otherwise, the [debtor in possession] may enter into transactions, including the sale or lease of property of the estate, in the ordinary course of business, without notice or a hearing, and may use property of the estate in the ordinary course of business without notice or a hearing.

11 U.S.C. § 363(c)(1). A Debtor in possession has all of the rights and powers of a trustee with respect to property of the estate, including the right to use property of the estate in compliance with section 363 of the Bankruptcy Code. See 11 U.S.C. § 1107(a).

15. When a Chapter 11 debtor in possession is authorized to operate its business, it may use property of the estate in the ordinary course of business, but is prohibited from using cash collateral absent consent of the secured creditor or court authorization.
16. Cash Collateral is defined by the Bankruptcy Code as, "cash, negotiable instruments, documents of title securities, deposit accounts or other cash equivalents whenever acquired in which the estate and an entity and includes the proceeds, products, offspring, rents, or profits of property..." 11 U.S.C. 363(a).

17. The Debtor proposes to use the Cash Collateral in accordance with the terms of Exhibit A. The Debtor also requests that it be authorized: (i) to exceed any line item amount in the budget by an amount of up to 10% of each such line item; or (ii) to exceed any line item by more than ten percent, so long as the total of all amounts in excess of all line items for the budget do not exceed ten percent of the aggregate of the total budget.
- A. The Court Should Enter an Order Authorizing the Continued Use of Cash Collateral Because the Debtor is Providing the Secured Creditor with Adequate Protection.
18. The Bankruptcy Code does not define “adequate protection” but does provide a non-exclusive list of the means by which a debtor may provide adequate protection, including “other relief” resulting in the “indubitable equivalent” of the secured creditors’ interest in such property. *See* 11 U.S.C. § 361.
19. Adequate protection is to be determined on a case by case factual analysis.
20. Adequate protection is meant to insure that the secured creditors receive the value for which they originally bargained for prior to the bankruptcy.
21. In the instant case, adequate protection is being provided to Hartford Holdings in compliance with the orders of this Court.
- B. The Use of Cash Collateral will Preserve the Debtor’s Interest in the Property which will Benefit All Creditors.
22. The repair of the Property will preserve and potentially increase the value of the Property. Protecting the value of the Property will allow the Debtor to propose a confirmable chapter 11 plan. If the Debtor is not able to use cash collateral it will be unable to repair the Property, which will hinder the Debtor’s sale efforts.
23. The Debtor will use the cash collateral in the manner set forth in the annexed exhibit.

24. The Debtor believes that the use of cash collateral pursuant to the terms and conditions set forth above is fair and reasonable and adequately protects Hartford Holdings, LLC in this case. The combination of (i) the Debtor's ability to preserve the value of the Property; and (ii) providing Hartford Holdings with the other protections set forth herein, adequately protects its secured position under 11 U.S.C. § 361.

25. The Debtor believes that the approval of this motion is in the best interest of the Debtor, its creditors and its estate because it will enable the Debtor to (i) preserve and protect the value of the Property and (ii) to propose a plan centered on the sale of the Property and the Debtor's other properties.

WHEREFORE, the Debtor respectfully requests that this Court enter an order authorizing the Debtor's use of cash collateral in accordance with the attached exhibit and related adequate protection and granting such other relief as the Court deems just and proper.

Date: October 24, 2016

By: /s/ Irene Costello
Irene Costello
Shipkevich, PLLC
65 Broadway, Suite 508
New York, NY 10006
646-588-2795

EXHIBIT A

PROPOSAL

HARTFORD BOILER REPAIR WORKS, INC.

44 Cody Street, West Hartford, Connecticut 06110

Telephone: (860) 953-9845 • Fax: (860) 953-8611
CT, S1 LIC #303326 Email: JMarshall.hbr@gmail.com

PROPOSAL SUBMITTED TO: Eternal Enterprises	PHONE: 860-728-1959 FAX: 860-525-1654	DATE: Sept. 13, 2016
STREET 252 Laurel St	JOB NAME:	
CITY, STATE, ZIP CODE Hartford, CT	JOB LOCATION:	
ATTENTION: Phil Azzuci (VERA MLADEN)	JOB PHONE:	

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

Supply and install two (2) AO Smith 199,000 BTU water heaters.
Connect new water heaters to existing piping
Supply and install new "end of line" circulator
Pipe gas to new heaters
Connect exhaust to breaching

Remove and dispose of old boiler
(Save burner for temporary use)

Supply and install the following:

Smith cast iron 19 Series hot water boiler
Dual control for low-high-low burner operation
Probe low water cut off
Power Flame JR30A-10 gas burner
Honeywell RM7897 UV control
3-way thermostatic valve
B&G PL-BO pump

Price: \$85,000.00 plus applicable tax* and permits
Total cost estimate \$92,098

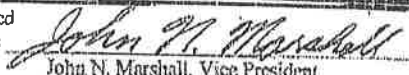
Terms \$50,000 with signed contract, remainder on completion

Note: old burner will be reused until new burner comes in. Approx 5 week delivery

**If you are tax exempt, we must receive a copy of your exemption certificate with the signed proposal.*

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of
and 00/100 dollars (\$00) **AS ABOVE**

Payment to be made as follows: \$50,000.00 due with signed contract, remainder due on completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensations Insurance.	Authorized Signature  John N. Marshall, Vice President
	NOTE: This proposal may be withdrawn by us if not accepted within 30 days.
Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. All materials will remain the property of Hartford Boiler Repair Works, Inc. until payment has been made in full. An interest charge of 1.5% per month will be charged on all past due balances. If in the event legal action has to be taken to collect said obligations, cost of collection including reasonable attorney's fees and costs shall be the responsibility of other party to this agreement.	Authorized signature _____ Date _____
	Print name _____ Title _____



Let Daniels Do It.

Daniels Oil Co., Inc.
Daniels Energy: CT License S1-385517 HOD #19
Daniels Propane, LLC: CT License S1-302857 HOD #846

8 High Street, P.O. Box 32, Portland, CT 06480
Phone: 860-342-3778, 860-537-3011
860-767-1920, 860-669-9674, 203-245-8660
Portland Fax: 860-342-3803

Name ETERNAL ENTERPRISE INC. Phone# 860-728-1959 Today's Date: 10/10/2016
Address: 252 laurel st. City: Hartford State: Ct. 06105
Email Address: (Internal use only) Vera.mladen@gmail.com Alternate Phone #: _____

S.S. # _____ or CT Lic. #: _____

Comfort Solution

Furnace ☐ Boiler ☒ Air Handler ☐ Manufacturer Lochinvar Model No. CBN0497 (81%)
Air Conditioner ☐ Coil ☐ Heat Pump ☐ Manufacturer _____ Model No. _____
Humidifier ☐ Air Cleaner ☐ Ductless ☐ Oil Tank ☐ UV Light ☐
Other ☐ Other ☐ Other ☐ Other ☐

Included With Installation

- ☒ Engineering calculations
- ☒ All taxes, labor, permits, and materials
- ☒ Check, test and start new equipment
- ☐ Check and seal minor duct leaks in exposed duct work
- ☒ All work to be done in accordance with current national, state and local codes
- ☒ All work will be performed in a neat and professional manner
- ☒ Remove & properly dispose of existing equipment
- ☐ Drop cloths, runners, wall and/or floor savers with daily cleanup

Miscellaneous

- ☐ Condenser pad
- ☐ Concrete blocks
- ☐ Oil Filter
- ☐ Line Hide for refrigerant lines
- ☐ Honeywell Pro 4000 - programmable
- ☐ Honeywell Pro 5000 - non-programmable
- ☐ Honeywell Pro 6000 - programmable
- ☐ Honeywell Pro 8000 - programmable
- ☐ Tarps

Does not include asbestos removal
Does not include chimney liner

Boiler

- ☒ Expansion Tank
- ☒ Auto Water Feeder
- ☒ Back Flow Prevention
- ☒ Tempering Valve
- ☒ Relief Valve
- ☒ Galvanized Flue Pipe
- ☒ Spirovent
- ☐ Isolation Valves
- ☐ Circulator
- ☐ Total Zones
- ☐ Priority Control
- ☒ Low Water Cut Off

Fuel Type

- ☒ Natural Gas
- ☐ Propane (LP)
- ☐ Oil
- ☐ Electric

Water Heater

- ☐ Gas Water Heater
- ☐ Oil Water Heater
- ☐ Gas Power Vented
- ☐ Tankless

Piping

- ☐ Condensate Pump
- ☐ Copper oil line piping w/ protection cover
- ☐ Auxiliary drain pan, piping, & safety switch
- ☐ Oil tank fill piping and vent piping
- ☐ Flue piping to chimney or exterior of home
- ☐ Gas piping

Air Distribution

- ☐ Modification of plenum(s)
- ☐ New Supply Run(s)
- ☐ New Return Run(s)
- ☐ Insulated Sheet Metal
- ☐ Flex Duct
- ☐ Supply
- ☐ Return
- ☐ Floor
- ☐ Ceiling
- ☐ Sidewall
- ☐ Sidewall
- ☐ Main Branches - Flex duct class 1 with code "R" insulation value

*All branches begin with an ATT (air tight transition) & manual damper

Electrical

- ☐ 220v Circuit for Condenser
- ☐ Firearm Safety Switch
- ☐ Weatherproof disconnect
- ☐ New Condenser Whip
- ☐ Air Handler Electric Heat Strip
- ☐ 120v GFI Outlet Near Condenser
- ☐ Service Light in Attic
- ☐ Service Outlet in Attic
- ☐ New Breaker

Guarantees

- ☐ Daniels' Workmanship Guarantee*
- ☐ Daniels' "Daniels Advantage" Guarantee*
- ☐ Daniels Blue Ribbon Warranty**

*Refer to individual certificates for guarantee details
**Automatic Delivery customer

Warranties

- ☐ Years of Manufacturer Parts Warranty
- ☐ Years of Daniels' Labor Warranty
- ☐ Years Manufacturer Heat Exchanger Warranty
- ☐ Years Manufacturer Compressor Warranty

Daniels Energy (Daniels Oil, Co., Inc.) is not responsible for any pre-existing chimney conditions or possible condensing due to the installation of a high-efficiency (low stack temperature unit). The cost of chimney repairs or chimney liners to correct such problems is not included in this proposal. Customer initial _____

Asbestos Notice

We will not begin any installation activity where there is identifiable Vermiculite or Asbestos within the work area in addition will immediately vacate Vermiculite or Asbestos is "discovered" within the work area. The customer is 100% responsible for all abatement and abatement related cost for Daniels to either begin or resume the project.
Customer initial _____

Installation of standard efficiency Lochinvar boiler, Heat Flow 119 gallon indirect fired water heater, ASME expansion tank, Rolairtrol Air Separator, Honeywell 1 1/2" Domestic Water Tempering Valve, Electrical Wiring and Insulation of all new boiler room piping as per code.
Existing heating circulator shall remain in service.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over the above agreement. All agreements are contingent upon strikes, accidents or delays beyond our control. Owners to carry fire, tornado and other necessary insurance. Our workers are fully covered by workman's compensation insurance. System performance cannot be guaranteed if any components of the existing distribution system are hidden, inaccessible or otherwise do not meet the requirements of the new cooling or heating equipment being installed. New equipment performance cannot be guaranteed when matched with existing equipment. The prices, specifications and conditions are satisfactory and hereby accepted. Daniels Energy (Daniels Oil Co., Inc.) is authorized to do the work as specified. Payment in full is due upon completion (C.O.D.) unless otherwise specified above. A finance charge of 1.50% per month (18% per annually) will be added to past due accounts. The undersigned agree to pay reasonable attorney's fees, court costs and collection fees in the event of legal action and authorize Daniels Energy (Daniels Oil Co., Inc.) to perform a credit check if necessary. Any work required by a third party including state or local municipalities will not prevent this job from being considered completed; and therefore cannot delay payment to Daniels Energy*. The warranties & guarantees included with this agreement are only activated once this agreement has been paid in full. I/we, the undersigned have read this agreement and agree to be bound by all terms and conditions contained herein. All special orders require 10% non-refundable deposit. Payment terms Net 30 unless otherwise noted. *Daniels Oil Co., Inc.

Daniels Energy is not responsible for any third party rebates, incentives, or credits. All such incentives are the responsibility of the issuing party.

Check \$ _____ Check # _____ Fin. Co.: _____ \$ _____

Credit Card # _____ Exp. Date _____

☐ Visa ☐ MC ☐ Amex ☐ Discover

Keith Tyler 860-227-1641 10/10/2016

Daniels Replacement Specialist

Date

Customer's Signature

Date

Total Investment \$ 32950.00

Down Payment \$ _____

Balance Due \$ _____



Let Daniels Do It.

Daniels Oil Co., Inc.
Daniels Energy: CT License S1-385517 HOD#19
Daniels Propane, LLC: CT License S1-302857 HOD #846

8 High Street, P.O. Box 32, Portland, CT 06480
Phone: 860-342-3778, 860-537-3011
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Name ETERNAL ENTERPRISE INC. Phone# 860-728-1959 Today's Date: 10/10/2016
Address: 252 laurel st. City: Hartford State: Ct. 06126
Email Address: (internal use only) Vera.mladen@gmail.com Alternate Phone #: _____

S.S. # _____ or CT Lic. #: _____

Comfort Solution

Furnace ☐ Boiler ☒ Air Handler ☐ Manufacturer Lochinvar Model No. FTX400N (98%)
Air Conditioner ☐ Coil ☐ Heat Pump ☐ Manufacturer _____ Model No. _____
Humidifier ☐ Air Cleaner ☐ Ductless ☐ Oil Tank ☐ UV Light ☐
Other ☐ Other ☐ Other ☐ Other ☐

Included With Installation

- ☒ Engineering calculations
- ☒ All taxes, labor, permits, and materials
- ☒ Check, test and start new equipment
- ☒ Check and seal minor duct leaks in exposed duct work
- ☒ All work to be done in accordance with current national, state and local codes
- ☒ All work will be performed in a neat and professional manner
- ☒ Remove & properly dispose of existing equipment
- ☒ Drop cloths, runners, wall and/or floor savers with daily cleanup

Miscellaneous

- ☐ Condenser pad
- ☐ Concrete blocks
- ☐ Oil Filter
- ☐ Line Hide for refrigerant lines
- ☐ Honeywell Pro 4000 - programmable
- ☐ Honeywell Pro 5000 - non-programmable
- ☐ Honeywell Pro 6000 - programmable
- ☐ Honeywell Pro 8000 - programmable
- ☐ Tarps

Does not include asbestos removal
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- ☒ Expansion Tank
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- ☒ Relief Valve
- ☒ Galvanized Flue Pipe
- ☒ Spirovent
- ☐ Isolation Valves
- ☐ Circulator
- ☐ Total Zones
- ☐ Priority Control
- ☒ Low Water Cut Off

Fuel Type

- ☒ Natural Gas
- ☐ Propane (LP)
- ☐ Oil
- ☐ Electric

Water Heater

- ☐ Gas Water Heater
- ☐ Oil Water Heater
- ☐ Gas Power Vented
- ☐ Tankless

Piping

- ☐ Condensate Pump
- ☐ Copper oil line piping w/ protection cover
- ☐ Auxiliary drain pan, piping, & safety switch
- ☐ Oil tank fill piping and vent piping
- ☐ Flue piping to chimney or exterior of home
- ☒ Gas piping

Air Distribution

- ☐ Modification of plenum(s)
- ☐ New Supply Run(s)
- ☐ New Return Run(s)
- ☐ Main Branches - Flex duct class 1 with code "R" insulation value
- ☐ Insulated Sheet Metal
- ☐ Flex Duct
- ☐ Supply
- ☐ Return
- ☐ Floor
- ☐ Ceiling
- ☐ Sidewall

*All branches begin with an ATT (air tight transition) & manual damper

Electrical

- ☐ 220v Circuit for Condenser
- ☐ Firematic Safety Switch
- ☐ Weatherproof disconnect
- ☐ New Condenser Whip
- ☐ Air Handler Electric Heat Strip
- ☐ 120v GFI Outlet Near Condenser
- ☐ Service Light in Attic
- ☐ Service Outlet in Attic
- ☐ New Breaker

Guarantees

- ☐ Daniels' Workmanship Guarantee*
- ☐ Daniels' "Daniels Advantage" Guarantee*
- ☐ Daniels Blue Ribbon Warranty**

*Refer to individual certificates for guarantee details
**Automatic Delivery customer

Warranties

- ☐ Years of Manufacturer Parts Warranty
- ☐ Years of Daniels' Labor Warranty
- ☐ Years Manufacturer Heat Exchanger Warranty
- ☐ Years Manufacturer Compressor Warranty

Daniels Energy (Daniels Oil, Co., Inc.) is not responsible for any pre-existing chimney conditions or possible condensing due to the installation of a high-efficiency (low stack temperature) unit. The cost of chimney repairs or chimney liners to correct such problems is not included in this proposal. Customer initial _____

Asbestos Notice

We will not begin any installation activity where there is identifiable Vermiculite or Asbestos within the work area in addition will immediately vacate Vermiculite or Asbestos is "discovered" within the work area. The customer is 100% responsible for all abatement and abatement related cost for Daniels to either begin or resume the project. Customer initial _____

Installation of High efficiency Lochinvar boiler, Heat Flow 119 gallon indirect fired water heater, ASME expansion tank, Rolairtrol Air Separator, Honeywell 1 1/2" Domestic Water Tempering Valve, Electrical Wiring and Insulation of all new boiler room piping as per code.

Existing heating circulator shall remain in service.

System qualifies for a \$3192.00 rebate through Energize Ct. while funds are available. Net investment 38,628.00

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over the above agreement. All agreements are contingent upon strikes, accidents or delays beyond our control. Owners to carry fire, tornado and other necessary insurance. Our workers are fully covered by workman's compensation insurance. System performance cannot be guaranteed if any components of the existing distribution system are hidden, inaccessible or otherwise do not meet the requirements of the new cooling or heating equipment being installed. New equipment performance cannot be guaranteed when matched with existing equipment. The prices, specifications and conditions are satisfactory and hereby accepted. Daniels Energy (Daniels Oil Co., Inc.) is authorized to do the work as specified. Payment in full is due upon completion (C.O.D.) unless otherwise specified above. A finance charge of 1.50% per month (18% per annually) will be added to past due accounts. The undersigned agree to pay reasonable attorney's fees, court costs and collection fees in the event of legal action and authorize Daniels Energy (Daniels Oil Co., Inc.) to perform a credit check if necessary. Any work required by a third party including state or local municipalities will not prevent this job from being considered completed; and therefore cannot delay payment to Daniels Energy*. The warranties & guarantees included with this agreement are only activated once this agreement has been paid in full. I/we, the undersigned have read this agreement and agree to be bound by all terms and conditions contained herein. All special orders require 10% non-refundable deposit. Payment terms Net 30 unless otherwise noted. *Daniels Oil Co., Inc.

Daniels Energy is not responsible for any third party rebates, incentives, or credits. All such incentives are the responsibility of the issuing party.

Check \$ _____ Check # _____ Fin. Co.: _____ \$ _____

Credit Card # _____ Exp. Date _____

☐ Visa ☐ MC ☐ Amex ☐ Discover

Keith Tyler. 860-227-1641 10/10/2016

Daniels Replacement Specialist

Date

Customer's Signature

Date

Total Investment \$ 41820.00

Down Payment \$ _____

Balance Due \$ _____

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF CONNECTICUT

-----X

In re

Eternal Enterprise, Inc.

Case No. 14-20292

Debtor.

Chapter 11

-----X

NOTICE OF CONTESTED MATTER RESPONSE DATE

PLEASE TAKE NOTICE that Eternal Enterprises Inc. (the “Debtor”) has filed a motion for the use of cash collateral (the “Contested Matter”). Any response to the Contested Matter must be filed with the Court no later than November 14, 2016 in accordance with Federal Rule of Bankruptcy Procedure 2002(a) and 9014. In the absence of a timely filed response, the proposed order in the Contested Matter may enter without further notice and hearing, *see*, 11 U.S.C. § 102(1).

Date: October 24, 2016

By: /s/ Irene Costello
Irene Costello
Shipkevich, PLLC
65 Broadway, Suite 508
New York, NY 10006
646-588-2795

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF CONNECTICUT

-----X

In re

Eternal Enterprise, Inc.

Case No. 14-20292

Debtor.

Chapter 11

-----X

PROPOSED ORDER

WHEREAS, Eternal Enterprise Inc. (the “Debtor”) owns property located at 252 Laurel Street, Hartford Connecticut (the “Property”); and

WHEREAS, the Property’s boiler has been damaged; and

WHEREAS, the Debtor has received quotes to repair the boiler; and

WHEREAS, the Debtor requires the use of cash collateral of Hartford Holdings, LLC to pay for repairs to the boiler at the Property;

NOW, THEREFORE, IT IS

ORDEREED, that the Debtor may use cash collateral of up to \$41,820.00 to pay for repairs on the boiler; and it is further

ORDERED, that the Debtor shall not use any rebate received from the installation of a high efficiency boiler, as that rebate will be the cash collateral of Hartford Holdings, LLC.

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF CONNECTICUT

-----X

In re

Eternal Enterprises Inc.,

Case No. 14-20992

Debtor.

Chapter 11

-----X

CERTIFICATE OF SERVICE

In accordance with the applicable provisions of the Federal Rules of Bankruptcy Procedure, 2002 and 7004, the undersigned certifies that on the 24th day of October, 2016, the Debtor's motion to use cash collateral to fix the boiler located at 252 Laurel Street, was served on the U.S. Trustee and all appearing parties via the court's electronic filing system or, by first class mail on the parties listed below.

COUNSEL FOR HARTFORD HOLDINGS:

Thomas A. Gugliotti, Esq.
Updike, Kelly & Spacey, P.C.
100 Pearl St. 17 th Floor
Hartford, CT 06103

**COUNSEL FOR DAVID MLADEN,
VERA MLADEN, AND GORAN MLADEN:**

Robert A. Ricketts, Esq.
Law Offices of Robert A. Ricketts, LLC
89 Oak Street, 2nd FL.
Hartford CT 06106-1515

**STATE COURT APPOINTED
TRUSTEE:**

Vincent Michael Marino
Cohen and Wolfe, P.C.
657 Orange Center Road
Orange, CT 064772400

COUNSEL TO THE U.S. TRUSTEE:

Steven E. Mackey, Esq.
Office of the U.S. Trustee
Gaiimo Federal Building
150 Court Street/Rm 302
New Haven CT 06510

**COUNSEL FOR PETER
RESSLER:**

Jonathan Katz, Esq.
Jacobs & Dow, LLC
350 Orange Street
New Haven CT 06511

U.S. TRUSTEE:

U.S. Trustee
Office of the U.S. Trustee
Gaiimo Federal Building
150 Court Street/Rm 302
New Haven CT 06510

Abigail Hausberg, Esq.
Office of the U.S. Trustee
Gaiimo Federal Building
150 Court Street/Rm 302
New Haven CT 06510

ALL OTHER PARTIES/CREDITORS:

Norman Benedict Associates, Inc.
2795 Whitney Avenue
Hamden CT 06518

Northeast Regional Office
Attn: Bankruptcy Dept.
The Woolworth Building
233 Broadway
New York , NY 10279-0001

Michael H. Clinton
212 A New London Tpke.
Glastonbury CT 06033

Securities and Exchange Commission
New York Regional Office
Attn: Bankruptcy Dept.
7 World Trade Center/13th Floor
New York NY 10048

Richard Pelletier
270 Laurel Street
Hartford CT 06105

The Metropolitan District
Attn: President/Manager
555 Main Street
PO Box 800
Hartford CT 061420800

Connecticut Department of Revenue
Services
C&E Division Bankruptcy Unit
25 Sigourney Street
Hartford CT 061065003

Internal Revenue Services
Centralized Insolvency Operations
Attn: Bankruptcy Dept.
PO Box 7346
Philadelphia PA 191017346

Beacon Mechanical Service LLC
Attn: President/Manager
12 Mechanicsville Road
Granby CT 060351600

Beacon Mechanical Service LLC
Attn: President/Manager
PO Box 868
Granby CT 060350868

CL&P, Attn: Pres/Manager
Northeast Utilities
Credit & Collection
PO Box 2899
Hartford CT 06101-8307

Department of the Treasury
Internal Revenue Services
Attn: Bankruptcy Dept.
PO Box 7346
Philadelphia PA 19101-7346

Kone, Inc.
Attn: President/Manager
PO Box 429
Moline IL 612660429

Metropolitan District Commission
Attn: Bankruptcy Dept.

555 Main Street
Hartford CT 061032926

John Mulqueen
Groob, Ressler & Mulqueen
123 York Street
New Haven, CT 065115651

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