

## PAYMENT IN LIEU OF FEES AGREEMENT

This "Agreement" is made by and between the TOWN OF SUFFIELD ("Suffield"), and the TOWN OF SOUTHWICK ("Southwick") (collectively "Parties").

Whereas, Southwick maintains Congamond Lakes ("Lakes") which benefits Suffield property owners located on the Lakes and Suffield residents that enjoy the Lakes; and

Whereas, the benefits Southwick provides include public safety, first response to emergencies and general policing of the Lakes; and

Whereas, Southwick seeks to collect fees from certain Suffield property owners under its Local Permitting Program ("LPP"); and

Whereas, funds collected from the LPP help fund the benefits Southwick provides to the Lakes; and

Whereas, collection for the LPP fees by Suffield residents has been disputed in the past; and

Whereas in an effort to forestall any actionable dispute between the parties over the LPP fees and in order to support the LPP program the Parties agree as follows:

1. The parties agree that Southwick will no longer attempt to collect LPP fees from Suffield residents.
2. As consideration thereof,, Suffield shall make an annual payment in Lieu of the LPP fees to the Town of Southwick for the benefits provided by Suffield property owners located on the Lakes.
3. 2. On July 1, 2019, Suffield will make a payment to Southwick in the amount of \$2,000.00 Each year subsequent to this agreement, the total annual payment shall increase by \$200.00.

4. The Lakes Payments shall be made annually to the Town of Southwick and presented to the Tax Collector. The first Lakes Payment is due on July 1, ~~2010~~<sup>2019</sup> and shall be paid upon the execution of this Agreement. All future Lakes Payments shall be due on July 1, in the subsequent year and shall be paid no later than July 31. Suffield shall make ~~twenty~~<sup>five</sup> (5) annual Lakes Payments beginning with the date this Agreement is executed and ending July 1, 2024.
5. In the event Suffield fails to make a Lakes Payment by July 31 in any calendar year, Southwick shall notify the First Selectman of such missed Lakes Payment (the "Default"). Upon receipt of a notice of Default, Suffield shall have thirty (30) days in which to cure such Default. Failure of Suffield to cure a Default shall be considered a breach of this Agreement (the "Event of Default"). If an Event of Default occurs, this Agreement is null and void.
6. The term of this Agreement, as approved by the Suffield Board of Selectman is five (5) years.
7. This Agreement is not assignable or transferable without the express written consent of the Parties.
8. Nothing in this Agreement shall be interpreted to relieve, discharge or otherwise effect the obligations of any Suffield residents to the Commonwealth of Massachusetts with respect to registering or operating watercraft on the Congamond Lakes.
9. This document contains the entire Agreement between the parties hereto. It shall be interpreted and governed according to the laws of the State of Connecticut.

10. This Agreement may be executed in counterparts, each of which shall be deemed duly executed as of the date first written upon the signing of the counterparts by the parties hereto. Signatures received via electronic means will have the same legal, binding effect as original signatures.

Two signature pages to follow.

In Witness Whereof, I have set my hand this 26<sup>th</sup> day of March 2019.

Karl J. Sturges  
WITNESS

William DeMay  
WITNESS

Joseph J. Deedy  
Joseph J. Deedy, Chairman  
Duly Authorized

By: TOWN OF SOUTHWICK

COMMON WEALTH OF MASSACHUSETTS)

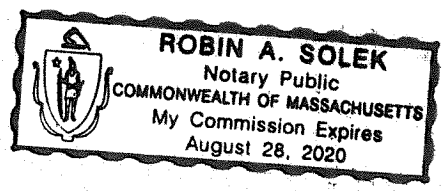
COUNTY OF HAMPSHIRE)

SS: Southwick 3/26 2019

On the date listed above, personally appeared, Joseph J. Deedy, the Duly Authorized signer of the foregoing instrument on behalf of the Town of Southwick and acknowledged the same to be his free act and deed before me.

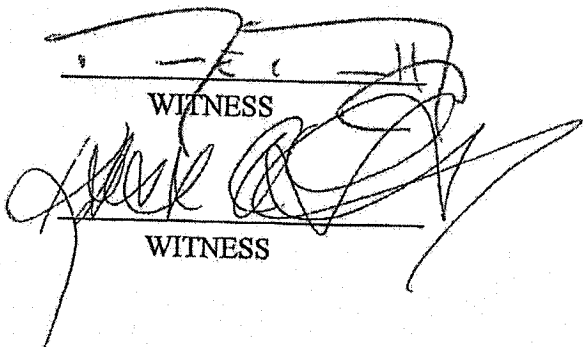
Robin A. Solek

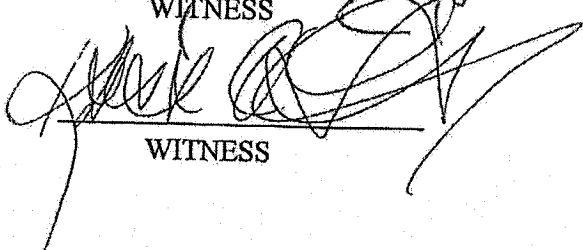
Notary Public/ Commissioner Superior Court

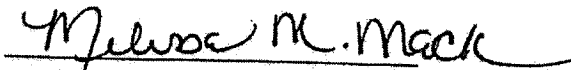


In Witness Whereof, I Witness Whereof, I have set my hand this day of March, 2018.

By: TOWN OF SUFFIELD

  
\_\_\_\_\_  
WITNESS

  
\_\_\_\_\_  
WITNESS

  
\_\_\_\_\_  
Melissa M. Mack, First Selectman,  
Duly authorized

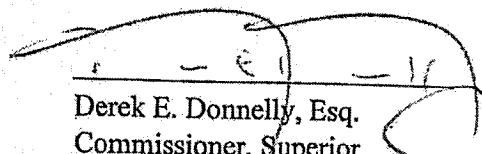
STATE OF CONNECTICUT)

COUNTY OF HARTFORD)

ss.Suffield

March 14, 2018

On the date listed above, personally appeared, Melissa Mack, the Duly Authorized signer of the foregoing instrument on behalf of the Town of Suffield and acknowledged the same to be her free act and deed before me.

  
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Derek E. Donnelly, Esq.  
Commissioner, Superior