

AMENDMENT TO INTERLOCAL AGREEMENT  
FOR  
QUINEBAUG REGIONAL TECHNOLOGY PARK DEVELOPMENT

This Amendment to Interlocal Agreement for Quinebaug Regional Technology Park Development is hereby made as of the \_\_\_ day of \_\_\_\_\_, 2021, by and among the Town of Putnam, the Town of Brooklyn, the Town of Pomfret and the Town of Scotland (collectively, the “Towns”), each a municipal corporation with their territorial limits within the County of Windham and State of Connecticut.

WHEREAS, the Towns entered into a certain Interlocal Agreement for Quinebaug Regional Technology Park Development dated as of January 28, 2016 (the “Interlocal Agreement”) pursuant to which the Towns agreed to cooperate in connection with the development of the Quinebaug Regional Technology Park (“QRTP”); and

WHEREAS, the Towns have determined that they wish to amend certain provisions of the Interlocal Agreement based on changes in circumstances since the date of the original agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the Towns hereby agree as follows:

1. The Towns acknowledge that, as of the date hereof, the following contributions have been made pursuant to Article II of the Interlocal Agreement – Scotland - \$80,000; Pomfret - \$21,700.00; and Brooklyn - \$53,500.00.

2. Within thirty (30) days of that date on which the final and unappealable municipal approval of this Amendment by all of the Towns is effective, the Town of Putnam agrees to refund to the other Towns those amounts set forth in Section # hereof. Upon receipt of such sums, the other Towns shall have no rights or obligations under the Interlocal Agreement except upon the terms and conditions set forth herein.

3. Following the repayment of the contributions as set forth in Section # hereof, the Town of Putnam shall have sole control and jurisdiction over the development of the QRTP until such time as another Town will have approved and been made a party to the Interlocal Agreement and such other Town shall have made its required additional contribution(s) contemplated hereunder. During such time, the Town of Putnam shall be entitled to receive and retain all property tax and other revenues generated by the QRTP.

4. In the event any of the Towns other than the Town of Putnam wish in the future to renew their participation in the QRTP pursuant to the Interlocal Agreement, they may do so on the following terms and conditions:

- (i) The Town proposing to participate shall make the investment contemplated by Article II of the Interlocal Agreement in the manner provided therein unless the same shall have been modified by agreement of the Town of Putnam and any and all participating Towns at such time.
- (ii) The Town proposing to participate shall also make payment of any maintenance fees or other expenses contemplated under Article III of the Interlocal Agreement in the manner provided therein unless the same shall have been modified by agreement of the Town of Putnam and any and all participating Towns at such time.
- (iii) Following the payment of the investment, maintenance fees or other expenses provided in (i) and (ii) above, the Town proposing to participate shall be entitled to receive revenues from the sale of lots within the QRTP or tax revenues associated therewith in accordance with the provisions of Article III of the Interlocal Agreement, provided that the Town of Putnam shall first have recouped any and all costs of maintenance or additional capital charges which the Town of Putnam may have expended prior to the renewal of participation by one or more of the other Towns.

5. At such time as any Town other than the Town of Putnam is participating in the Interlocal Agreement, the provisions of Article V shall once again become effective.

6. This Amendment shall become effective at such time as it shall have been approved by the Town Meeting of each of the Towns.

7. Except as specifically modified by this Amendment, the provisions of the Interlocal Agreement remain in full force and effect.