

**INTERLOCAL AGREEMENT BY AND
BETWEEN THE TOWNS OF LITCHFIELD AND MORRIS
AND THE SANDY BEACH COMMISSION
CONCERNING THE OPERATION OF SANDY BEACH**

This Interlocal Agreement is made and entered into by and between the TOWN OF LITCHFIELD (hereinafter referred to as "Litchfield"), a Connecticut municipal corporation located in Litchfield County; the TOWN OF MORRIS (hereinafter referred to as "Morris"), a Connecticut municipal corporation located in Litchfield County; and the SANDY BEACH COMMISSION, an inter-municipal commission formed by Litchfield and Morris (hereinafter referred to as "the Commission") pursuant to the authorization, for the purposes and subject to the terms and conditions set forth herein.

WITNESSETH:

WHEREAS, Bantam Lake is Connecticut's largest natural lake comprising 930 acres of surface area, 32 square miles of watershed and 10 miles of shoreline, located approximately two-thirds in Morris and one-third in Litchfield and has considerable ecological, environmental, cultural, recreational, economic, and historic significance to the State of Connecticut and the Towns of Litchfield and Morris and for that reason has been designated as a "Heritage Lake" by the State of Connecticut; and

WHEREAS, one of the goals of the White family was to make Bantam Lake's shoreline available to local residents; and

WHEREAS, the White family purchased the land where Sandy Beach is now located for the creation of said Beach; and

WHEREAS, in 1928, the White family created the Sandy Beach Commission, to assist the White Memorial Foundation in managing Sandy Beach; and

WHEREAS, by 1929 Sandy Beach was operating as a popular place for swimming and visiting Bantam Lake, hosting 650 people in one day; and

WHEREAS, 30,000 people utilized the beach in 1930 as the beach offered affordable entertainment to a region facing the Great Depression; and

WHEREAS, in 1976, stewardship of the beach passed to the towns of Litchfield and Morris; and

WHEREAS, the Towns of Litchfield and Morris, through their respective Ordinances, constituted the Sandy Beach Commission, to consist of ten members, five being from each Town and appointed by the respective Boards of Selectmen; and

WHEREAS the ordinances of each Town authorize the Commission to operate, conduct, and maintain the premises known as “Sandy Beach” as a recreational facility in accordance with a lease or leases between the Towns of Morris and Litchfield and The White Memorial Foundation, Inc., and authorizing the Commission to establish rules, regulations, and fees for the use of Sandy Beach; and

WHEREAS, the ordinance of each Town authorizes the Commission to receive, hold, and expend funds given, appropriated to it, and received from the operation of Sandy Beach, or otherwise, and to receive, hold and transfer real estate or personal property or interests in either; and

WHEREAS, the ordinance of each Town requires the Sandy Beach Commission to prepare an annual budget and submit the same to each Town’s Board of Finance for inclusion in the annual municipal budget of each Town, and that the Commission must annually submit a report of its activities, income, and expenditures to each Board of Selectmen before the 15th day of October of each year; and

WHEREAS, after more than 90 years, however, Sandy Beach continues to serve its original purposes of offering local residents a refuge from the summer heat and a place to visit Bantam Lake; and

WHEREAS, the parties to this Agreement agree that Sandy Beach should continue to serve the residents of Litchfield and Morris; and

WHEREAS, Connecticut General Statutes, Section 7-148(c)(6)(A) authorizes municipalities to maintain public beaches and beach facilities; and

WHEREAS, Connecticut General Statutes, Section 7-148cc, provides that two or more municipalities may jointly perform any function that each municipality may perform separately under the provisions of the Connecticut General Statutes or any special act, charter, or home rule ordinance by entering into an interlocal agreement pursuant to Sections 7-339a to 7-339l, inclusive; and

WHEREAS, the Sandy Beach Commission is willing to act as the lead municipality, charged with the operation of Sandy Beach, the hiring of employees necessary to operate said Beach, and to obtain and maintain sufficient insurance thereon; and

WHEREAS, Litchfield and Morris are willing to act as contributing municipalities, by appointing members to the Sandy Beach Commission and by contributing funds from their respective budgets to pay for the costs of operating the Beach; and

WHEREAS, the Sandy Beach Commission, and the Towns of Litchfield and Morris, are preparing to renew the long-term lease for Sandy Beach from the White Memorial Foundation;

NOW, THEREFORE, in consideration of these presents, and the mutual obligations contained herein and the mutual benefits to be derived from this Agreement, the Town of Litchfield, the Town of Morris and the Sandy Beach Commission hereby agree as follows:

1. **PURPOSES.** The purposes of this Agreement are to establish a cooperative arrangement between Litchfield, Morris, and the Commission for the operation and maintenance of Sandy Beach; to insure adequate insurance thereof; and to apply for and receive any

applicable state and federal grants or private contributions to defray the costs of such operation and maintenance.

2. TERM. The initial term of this Agreement shall commence upon approval of this Agreement by the Board of Selectmen, the Board of Finance and a town meeting in each town, execution of this Agreement by the First Selectman of each town, and approval of this Agreement by the Sandy Beach Commission and execution by its Chairman, in accordance with Connecticut General Statutes, Section 7.-339c. This Agreement shall remain in effect for successive terms of five (5) years each, commencing with its initial effective date and automatically renewing every five (5) years thereafter unless and until any one of the parties gives written notice to the other parties of its intention not to renew the Agreement at least ninety (90) days before the commencement of the next successive term; provided, however, the term of this Agreement shall not exceed a total of twenty (20) years at which time the parties shall review and revise the Agreement, if necessary, and resubmit the new Agreement to the Board of Selectmen of each town, the Sandy Beach Commission and a town meeting in each Town for approval. The expiration or termination of this Agreement shall not affect any lease for the Sandy Beach property between the White Memorial Foundation and any party to this Agreement, or any temporary or permanent easements on the Sandy Beach property.
3. INTERLOCAL ADVISORY BOARD. An Interlocal Advisory Board of three members, composed of the First Selectman of Litchfield, the First Selectman of Morris, and the Chairman of the Sandy Beach Commission is hereby formed. The members of the Interlocal Advisory Board shall serve for the same term of office to which that member has been elected to the relevant municipal Board and until their successors have qualified. The Interlocal Advisory Board shall elect a Chairman and Secretary at its organizational meeting following appointment of the members and shall meet at least once per year. The reasonable expenses of the Interlocal Advisory Board shall be reimbursed by the Parties, one-third each as part of their annual budgets.

A. Duties of Interlocal Advisory Board. Such Advisory Board shall be responsible for

overseeing the implementation of this Agreement and for resolving any disputes between the parties. The Advisory Board shall review the budget proposed by the Sandy Beach Commission. If the Advisory Board approves said budget, then such budget will be transmitted to the Boards of Finance for the Towns of Morris and Litchfield for consideration in those municipalities' own budget-making process. If the Advisory Board rejects the proposed budget, the Commission shall revise the budget until an agreement is reached between the Advisory Board and the Commission on the budget, and acceptance and transmission to the Boards of Finance takes place as required by the Towns' ordinances. The Advisory Board shall make such recommendations to the Commission as to the maintenance and operation of Sandy Beach as such Advisory Board shall find necessary and proper.

- B. Quorum and Voting of Advisory Board. A quorum for such Board shall be three members present. The Interlocal Advisory Board shall transact its normal business by simple majority of those members present and voting. The Board shall meet at such times and places in Litchfield or Morris as its members deem convenient.

4. RESPONSIBILITIES OF THE PARTIES.

- A. Sandy Beach Commission. The Sandy Beach Commission shall be the lead municipal agency in this Agreement. The Commission shall operate and maintain Sandy Beach; enter, together with the Towns of Litchfield and Morris, into any necessary lease thereof with the White Memorial Foundation; and shall hire and employ such employees, independent contractors, and other agents as are necessary to such carry out such duties. The Commission shall be responsible for ensuring that such employees, contractors, and agents comply with all applicable federal, state, and municipal laws in carrying out their duties. The Commission shall set reasonable hours of operation, operate any gate limiting access to the beach property, and take such reasonable precautions as are necessary to ensure safety of visitors to the beach. The Commission shall obtain and maintain such worker's compensation insurance as is necessary to maintain and operate Sandy Beach. Such insurance shall not be less than the specified

minimums pursuant to Section 5 of this Agreement. The Commission shall annually file valid certificate(s) of insurance with Litchfield and Morris pursuant to Section 5 of this Agreement. The Commission shall submit to each Board of Selectmen a report of its activities, expenditures, and income prior to the 15th of October each year, in accordance with the ordinances of Morris and Litchfield. The Commission shall also submit shorter, interim reports of the Commission's doings to the Boards of Selectmen of Morris and Litchfield on a quarterly basis.

- B. Litchfield and Morris. The Towns of Litchfield and Morris shall be contributing municipalities under this Agreement. Litchfield and Morris, through their respective Boards of Selectmen, shall appoint members to the Sandy Beach Commission in a timely manner. After deduction is made for money raised from grants or sales of beach passes, Litchfield and Morris shall annually appropriate such funds as reasonably necessary for the operation and maintenance of Sandy Beach in accordance with a budget prepared by the Sandy Beach Commission and approved by the Interlocal Advisory Board and submitted to Litchfield and Morris for inclusion in the municipal budget prepared by the Board of Finance of each town for the ensuing fiscal year. The budget shall include estimates for any capital improvements or reserves to fund such improvements as may be necessary. The division of each town's contributions shall be 66.66% from Litchfield and 33.33% from Morris. Litchfield and Morris, via their respective First Selectmen, may request records of expenditures, invoices, and certificates of insurance from the Commission, and the Commission shall timely furnish such records to the First Selectmen. The Towns shall maintain the premises liability and umbrella insurance coverage as provided for in Section 5 of this Agreement. As contributing municipalities, and for municipal insurance purposes, the Towns of Litchfield and Morris shall participate, together with the Sandy Beach Commission, in the negotiation and execution of any lease(s) of land for Sandy Beach from White Memorial.
- C. Federal, State, and Private Funds. The Commission is responsible for applying for all state and federal funding, or any private foundation grants as may become available.

The Towns of Litchfield and Morris may, as applicable, apply for state, federal, and private foundation grant funds for the maintenance and operation of Sandy Beach, provided the Commission has not already applied for the same funds. All three Parties shall reasonably cooperate in applying for such funds. Where federal, state, or private funds are received after budgetary contributions have been made by Litchfield or Morris, each town shall be reimbursed its pro rata share of the monetary contribution it has made.

- D. Records Retention. All three Parties agree to execute all documents necessary and proper to enact the Terms of this Agreement. The Commission shall comply with all applicable laws of the State of Connecticut and shall timely furnish both Litchfield and Morris copies of its meeting agendas and minutes. The Commission shall maintain all records of the operation and maintenance of Sandy Beach in accordance with the Connecticut General Records Retention Schedules for the Municipal Records Management Program. The Towns of Litchfield and Morris shall timely answer records requests from the Commission to the extent permitted by the Connecticut General Statutes.

5. INDEMNIFICATION AND INSURANCE.

- A. Each Town agrees to indemnify and save harmless the other, and their respective officials, commission members, employees and agents, pursuant to Connecticut General Statutes, Sections 7-101a and 7-465, for any and all claims, demands, suits, liabilities or judgments, including attorney's fees and costs, arising from, or related to, this Agreement or the operation and maintenance of the Sandy Beach; provided, however, this provision shall not be deemed to expand or otherwise alter the nature or scope of municipal liability to third parties or limit in anyway the nature or scope of municipal defenses. Each of the two Towns shall provide adequate insurance to cover such liability and indemnification, and each agrees to waive its right of subrogation as against the others, its officials, members, employees or agents, for claims arising out of, or related to the operation and maintenance of Sandy Beach. Such insurance shall

include public liability, construction operations, property damage and worker's compensation insurance as may be necessary or advisable. This provision shall survive the termination of this Agreement, shall remain in effect until all relevant statutes of limitation have expired.

B. The Sandy Beach Commission, as operator and maintainer of Sandy Beach, shall obtain and maintain not less than the following insurance:

- (i) Workers Compensation: The Commission shall provide workers compensation and employer's liability insurance that complies with the regulations of the State of Connecticut with limits no less than \$500,000 each accident by bodily injury; \$500,000 each accident by disease and a policy limit of \$500,000. Such insurance shall also contain a waiver of right of recovery in favor of the Town of Litchfield and Town of Morris.
- (ii) General Liability Insurance: The Towns of Morris and Litchfield shall provide general liability insurance policy that includes: Bodily injury & property damage with an occurrence limit of \$1,000,000; Personal & advertising injury limit of \$1,000,000 per occurrence; General aggregate limit of \$2,000,000 (other than products and completed operations); Products and completed operations aggregate limit of \$2,000,000. The policy shall name the other Town and the Commission as additional insureds. Such coverage will be provided on an occurrence basis and will be primary and shall not contribute in any way to any insurance or self-insured retention carried by the two Towns. Such coverage shall contain a broad form contractual liability endorsement or similar wording within the policy form and shall contain waiver of subrogation in favor of the other Town and the Commission.
- (iii) Umbrella Liability Insurance: The Towns of Morris and Litchfield shall

provide an umbrella liability policy in excess (without restriction or limitation) of those limits described above. Such policy shall contain limits of liability no less than \$1,000,000 each occurrence and \$1,000,000 in the aggregate which may be amended during the term of the contract if deemed reasonable and customary by the Towns of Litchfield and Morris.

- (iv) The Commission shall timely provide, not less than once per year, a copy of a valid certificate of insurance evidencing the above to the two Towns. At the request of the First Selectman of either Town, the Commission shall timely provide the First Selectman with a copy of such insurance certificate(s). The Towns shall provide the Commission, not less than once per year, with a copy of a valid certificate of insurance evidencing the above coverage.
- (v) The Commission shall be responsible for ensuring all contractors and applicable agents have adequate insurance for work performed at Sandy Beach. The First Selectman of either Town may request evidence of such insurance and the Commission shall timely provide such evidence on request.

6. DISPUTE RESOLUTION. All claims, demands, disputes, controversies and differences which may arise under this Agreement or between the parties to this Agreement shall be submitted first to the Interlocal Advisory Board for mediation. If mediation is unsuccessful, then such matters shall be submitted to unrestricted binding arbitration before a three (3) member arbitration panel consisting of one member chosen by each Town within fifteen (15) days of receipt of demand for arbitration by the other municipality, and a third member chosen by the two arbitrators within fifteen (15) days thereafter, who shall meet in the Litchfield or Morris within fifteen (15) days thereafter to hear the parties' claims pursuant to the rules of arbitration of the Connecticut Superior Court, the cost of which shall be borne equally by the parties. If the two arbitrators are unable to agree upon the

choice of a third arbitrator, application shall be made to the Superior Court for the Judicial District of Litchfield at Torrington for appointment of a third arbitrator and the panel thus chosen shall convene within fifteen (15) days thereafter to hear the matter. A written decision shall be rendered within fifteen (15) days of the final adjournment of the hearing, and shall be binding on the parties and enforceable by the Superior Court for the Judicial District of Litchfield at Torrington.

7. NOTICES. All notices under this Agreement shall be sent by certified mail to:

TOWN OF LITCHFIELD
c/o First Selectman
74 West Street, P.O. Box 488
Litchfield, CT 06759

TOWN OF MORRIS
c/o First Selectman
3 East Street, P.O. Box 66
Morris, CT 06763

SANDY BEACH COMMISSION
c/o Chairman
3 East Street, P.O. Box 66
Morris, CT 06763

8. AMENDMENTS. This Agreement may be amended in writing as approved by the Board of Selectmen and a town meeting in each town and the Sandy Beach Commission; provided, however, any increase in excess of current appropriations shall be approved by the Board of Finance of each town pursuant to the provisions of Connecticut General Statutes, Section 7-348.
9. MISCELLANEOUS. The terms and provisions of this Agreement shall be construed according to their plain meaning and as a whole to carry out the intent of the parties. The captions in this Agreement are for reference purposes only. The provisions of this Agreement are severable, that is the invalidity of one provision shall not affect the remaining provisions. This Agreement and any amendment to it shall be recorded in the land records of each municipality. This Agreement shall be governed by the laws of the State of Connecticut. Any litigation involving this Agreement the parties hereto, and

any third party shall be Adjudicated in the Superior Court of the State of Connecticut in
and for the Judicial District of Litchfield at Torrington.

Dated at Litchfield and Morris, Connecticut as of this _____ of _____, 2022.

WITNESSED BY:

TOWN OF LITCHFIELD

Name:

Denis Raap, First Selectman

Name:

WITNESSED BY:

TOWN OF MORRIS

Name:

Thomas Weik, First Selectman

Name:

WITNESSED BY:

SANDY BEACH COMMISSION

Name:

Edward Ryle, Chairman

Name:

STATE OF CONNECTICUT)

) ss: Litchfield

COUNTY OF LITCHFIELD)

On this, the _____ day of _____, 2022, before me, _____,
the undersigned officer, personally appeared Denise Raap, First Selectman of the Town of
Litchfield, known to me (or satisfactorily proven) to be the person described in the foregoing
instrument, and acknowledged she executed the same in the capacity therein stated and for the
purposes therein contained.

In witness whereof, I hereunto set my hand.

Commissioner of the Superior Court
Town Clerk/Assistant Town Clerk

STATE OF CONNECTICUT)

) ss: Morris

COUNTY OF LITCHFIELD)

On this, the _____ day of _____, 2022, before me, _____,
the undersigned officer, personally appeared Thomas Weik, First Selectman of the Town of
Morris, known to me (or satisfactorily proven) to be the person described in the foregoing
instrument, and acknowledged he executed the same in the capacity therein stated and for the
purposes therein contained.

In witness whereof, I hereunto set my hand.

Commissioner of the Superior Court
Town Clerk/Assistant Town Clerk

STATE OF CONNECTICUT)

) ss: _____

COUNTY OF LITCHFIELD)

On this, the _____ day of _____, 2022, before me, _____, the undersigned officer, personally appeared Edward Ryle, Chairman of the Sandy Beach Commission, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged he executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof, I hereunto set my hand.

Commissioner of the Superior Court
Town Clerk/Assistant Town Clerk