

TOWN OF BILLERICA, MASSACHUSETTS

RESTITUTION AGREEMENT

THIS RESTITUTION AGREEMENT (the "Agreement") made this 21 day of AUGUST, 2015 by and between the Town of Billerica, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 365 Boston Road, Billerica, Massachusetts, hereinafter referred to as the "Town", and George J. Simolaris Jr., having an address of 38 Andover Road, Billerica, Massachusetts, hereinafter referred to as the "Mr. Simolaris".

WITNESSETH:

WHEREAS, on or about July 18, 2015 Mr. Simolaris, acting on his own and without approval of the Town, undertook the unauthorized painting of pedestrian crosswalks in the Town Center; and

WHEREAS, the Town determined and Mr. Simolaris acknowledges that, notwithstanding any intent on the part of Mr. Simolaris, the unauthorized painting of the crosswalks was not proper or appropriate and was otherwise prohibited; and

WHEREAS, the Town undertook the removal of the paint applied by Mr. Simolaris in the crosswalks; and

WHEREAS, the work undertaken by the Town to remove the paint resulted in a cost to the Town; and

WHEREAS, the Town has requested that Mr. Simolaris reimburse it for the cost of removing the paint from the crosswalks; and

WHEREAS, Mr. Simolaris has agreed to make such payment to the Town; and

WHEREAS, the parties hereto acknowledge that they enter into this Agreement voluntarily and with full understanding of its terms, and that they have each (i) reviewed the terms of this Agreement; (ii) had the opportunity to confer with advisors or counsel of their own choosing regarding the terms of this Agreement; and (iii) had the opportunity to consider their advisors' or counsel's advice with respect to this Agreement; and

NOW, THEREFORE, the Town and the Mr. Simolaris agree as follows:

1. Cost of Restitution. The total cost to be paid by Mr. Simolaris as restitution to the Town shall be \$4,200.00 (the "Restitution Payment").
2. Schedule of Payment. Mr. Simolaris shall pay to the Town the amount of \$350.00 per month for a period of twelve months, each payment to be made on or before the first day of each month after the execution of this agreement until full payment has been made of the Restitution Payment.

Failure to make payment as indicated herein shall be deemed a material breach of this Agreement and shall be subject to enforcement action as provided herein.

3. Each party hereto agree that they will not make any remarks about the other with respect to the matters and events referenced in this Agreement which are disparaging or have the intended effect of harming their professional or personal reputation, unless said remarks are made in the context of a sworn statement in a legal proceeding or otherwise required by law.
4. This Agreement shall be binding upon and inure to the benefit of the parties' respective heirs, successors, assigns and personal representatives.
5. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
6. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and any breach of the terms hereof may result in enforcement in an action in contract in any Massachusetts court of competent jurisdiction and the parties further agree that the party seeking enforcement shall be entitled to its respective, reasonable attorneys' fees if the party against whom enforcement is sought fails to comply with the terms of this Agreement.
7. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

TOWN OF BILLERICA

By its: Town Manager



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GEORGE J. SIMOLARIS JR.

