

OWNERSHIP AND OPERATIONS AGREEMENT
BELLOWS FALLS WAYPOINT INTERPRETIVE CENTER

WHEREAS, the Town of Rockingham, Vermont owns the Bellows Falls Waypoint Interpretive Center (hereinafter "the Center") and surrounding improvements at 17 Depot Street, Bellows Falls; and

WHEREAS, the Town of Rockingham (hereinafter "the Town") and the Bellows Falls Village Corporation (hereinafter "the Village") hereby agree to collaborate to operate and maintain the Center pursuant to this Agreement and the Policies and Standards established by the Waypoint Board; and

WHEREAS, the Town of Rockingham seeks to provide economic development infrastructure, and to improve visitor traffic and amenities to the public normally associated with welcome centers, and to promote the goals of the Connecticut River Scenic Byway; and

WHEREAS, the long term goals of the Town and Village are:

- to provide for a regional welcome center with regional representation;
- to have a center which serves travelers as well as residents;
- to continue the partnership for the operation of the Center, increase revenues from use of the Center, and reduce operational expenditures for water, sewer, heat, electricity and interior cleaning of the main building,

WHEREAS, the Center will:

- strive for excellence in cleanliness, appearance, service, hospitality, and interpretation;
- create a positive impression of the Town, region, and Connecticut River Byway;
- serve as an interpretive center linked to the Connecticut River Byway, its other "Waypoint Interpretive Centers," and the Byway interpretive and promotional themes;
- serve as an information and interpretive center for Bellows Falls, Rockingham, and surrounding towns in this Byway region and to promote economic development through tourism;
- provide amenities to the public normally associated with visitors and welcome centers, provide opportunities for the interpretation and promotion of resources in the following towns in this Byway region: Rockingham, Walpole, Westminster, Westmoreland, Charlestown, Springfield, Putney, and (to some extent) Grafton.

WHEREAS, the Parties hereto have expressed a commitment to jointly participate in the management and operation of the Center and surrounding improvements; and to act in accordance with the goals;

NOW, THEREFORE, the Town and the Village enter into this Agreement, for a period of three (3) years, as defined below:

1. A **Waypoint Interpretive Center Board** (hereinafter “the Board”) is established to oversee all aspects of the Center’s operations, activities, and programs, and surrounding area improvements. The Board will be appointed by the Rockingham Selectboard as recommended by the underlying organizations and will be comprised of the following:

Rockingham Selectboard representative – 1
Bellows Falls Village Trustee Board representative – 1
Town Manager – 1
Town Development Director -1
Town of Rockingham municipal staff – 1
Bellows Falls Downtown Development Association (BFDDA):
 Board Chairman - 1
Greater Falls Regional Chamber of Commerce (GFRCC):
 Board President - 1

The membership structure of the Board may be amended by majority recommendation of the Board upon the approval of the Selectboard. The Board shall meet periodically as necessary, shall seek to make decisions by consensus, and may resort to majority vote. The Selectboard shall appoint a chairman of the Board.

2. The following are the responsibilities of each party:

A. **Town of Rockingham** – The Town shall own the property, and shall:

- be responsible for removal of trash and snow, and maintenance of lawn and grounds;
- be responsible for cleaning and maintaining the building (except as provided below), including the cleaning of the main building and bathroom therein, the cleaning of the annex restrooms; window cleaning, interior trash removal, provision of bathroom supplies, and general pickup of litter and trash; unless otherwise agreed to by tenant or event coordinator in other agreements;
- be responsible metered electric use; unless otherwise agreed to by tenant or event coordinator in other agreements;
- make capital improvements, including replacement and repair of the building structure, infrastructure systems, fixtures, walkways and sidewalks, parking lot, driveway, and grounds;
- maintain the Center’s operating and revenue accounts;
- upon recommendation of the Board, establish fees for use of the buildings and grounds, including administration of waivers;
- through the Selectboard, appoint the chairman of the Waypoint Interpretive Center Board;
- develop volunteer staffing.

- establish and maintain good relationships with the Connecticut River Byway Organization and the owners and operators of centers in other Byway “waypoint communities” in order to maximize the effectiveness of the Center and the Byway;
- promote the Center as a downtown community resource through outreach and publicity, and promote the use of the meeting room, courtyard, and grounds by community groups from Rockingham and other towns in the Byway region;
- seek the participation in the Center of Businesses, cultural institutions, and community organizations in Rockingham and the other towns in the Byway region;
- manage the visual presentation of regionally appropriate promotional materials that advertise goods, services, activities and programs of area businesses, cultural institutions, and community organizations on bulletin boards, brochure racks, and display areas; - where display space is limited, priority for the space shall be allowed first within the six regional Byway towns, secondly to the Byway communities within Vermont and New Hampshire, and then to Vermont and New Hampshire communities in general;

B. Bellows Falls Village Corporation – the Village shall:

- be responsible for annual water and sewer fees not to exceed \$1,500 in any one year.

C. Waypoint Interpretive Center Board – The Board shall oversee the operation and management of the Center, subject to Selectboard approval, including the following:

- represent the interests of the community and region;
- develop and recommend to the Selectboard the Center’s Town budget, and coordinate efforts to raise funds by revenue-producing services and activities, grants, donations, and appropriations;
- suggest, approve, and recommend revenue-producing activities at the Center, subject to approval by the Selectboard;
- recommend hours of operation for the Center;
- recommend fee charged for use of the facilities, subject to approval by the Selectboard; such fees may include costs of clean-up of buildings and grounds, trash disposal, and other resulting costs;
- establish Operational Standards, Staff and Volunteer Standards, and Display Standards, Use Policy and Rules;
- propose additional activities or programs for the Center not specified herein, that may be within the management authority of the BFDDA and GFRCC;

3. Sub-agreements: The Town and Village may decide to enter sub or future agreements with organizations such as BFDDA or GFRCC to:

- train & supervise GFRCC staff and all volunteers per the standards in the appendix;
- collaborate to promote the Downtown and the Waypoint Center;
- develop volunteer staffing.

- promote the Center as a downtown community resource through outreach and publicity, and promote the use of the meeting room, courtyard, and grounds by community groups from Rockingham and other towns in the Byway region;
4. **Budget:** The Board shall develop the Center's budget by October 1st and shall present information on the proposed budget to the Town no later than October 15th.
 5. **Revenue:** Revenue for the operation of the Center may be raised through renting display space and brochure rack space, grants, donations, appropriations, vending machines, and other methods that may be identified by the Board and approved by the Selectboard. All revenue generated by the Center will be deposited in Town accounts for annual operating costs and reserve operating fund.
 6. **Rental/Use:** The buildings and grounds may be used without charge by the Town of Rockingham and the Bellows Falls Village Corporation. Other uses and fees will be according to the policy established by the Board.
 7. **Alcohol:** No alcohol is allowed on the premises, except by permission of the Rockingham Selectboard, and upon waiver of the open container ordinance by the Bellows Falls Village Trustees.
 8. **Deed Requirements:** The Town will put in place any specific agreements required as a result of the requirements specified in the deed for the Center property. This includes, but is not limited to:
 - a. A portion of the property must be developed and operated as a public parking lot, and
 - b. As long as the railroad tracks adjacent to the Property are in use, the Town shall maintain a fence at least four feet high along the common boundary of the property and the railroad right-of-way, and
 - c. no portion of the property shall be used for a trucking or railway freight yard, or for freight transfer.
 9. **Stable Building:** The detached wood storage building (known as "the Stable Building") is excluded from this Agreement.
 10. **Definitions:**

Main building – the northerly portion of the structure containing the office area, meeting room, second floor area, single bathroom, and kitchenette.

Annex – the southerly portion of the structure containing detached bathrooms, electrical and mechanical rooms.

11. **Amendment And/Or Extension of Agreement:** The terms of this Agreement may be amended or extended upon mutual written agreement signed by the Town and Village.

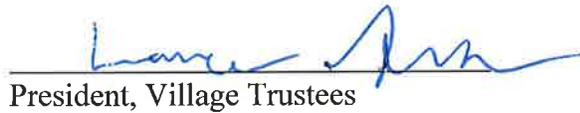
The parties hereto have this day agreed that this Agreement shall be in effect for three (3) years beginning October 1, 2011 as demonstrated by the signatures below.

TOWN OF ROCKINGHAM

Chair, Selectboard

August 30, 2011
Date

BELLOWS FALLS VILLAGE CORPORATION


President, Village Trustees

August 30, 2011
Date