

TOWN OF ROCKINGHAM  
AND  
BELLOWS FALLS VILLAGE CORPORATION

Rockingham VT 05101  
September 2, 2004  
9:55 AM  
284 Page 4 of 4  
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**AGREEMENT**

It is hereby agreed by and between the TOWN OF ROCKINGHAM (hereinafter referred to as "the Town"), a municipal government of Rockingham, Vermont, acting herein through its Selectboard and the BELLOWS FALLS VILLAGE CORPORATION (hereinafter referred to as "the Village"), a municipal corporation of Rockingham, Vermont, acting herein through its Board of Trustees, as follows:

1. **PROPERTY.** The Village Public Works Building and the old Sand Shed Building, as well as surrounding municipal property, located at Blake Street in Bellows Falls, Vermont (hereinafter referred to as either "the Property" or "the Buildings"), is and shall remain the Property of the Village with the Town Highway Department and Village Water Department operating out of these Buildings. A map of the Property is attached hereto and made part of this Agreement for reference.
2. **TERM.** The term of this Agreement shall be for a period of one (1) year, beginning on the date indicated below. Unless either party votes to terminate this Agreement at least 90 days prior to the anniversary date of its original execution, this Agreement, in its entirety, will extend an additional year on each anniversary of its inception. This Agreement may be renegotiated and or amended at any time by mutual agreement of the parties.
3. **OPERATION AND MAINTENANCE.** The operational and maintenance costs for the Buildings and Property during this period will be paid for by the Town along with the annual fee of one dollar (\$1.00) per year. The operational costs include expenses related to electricity, fuel and telephone. However, the Village shall be responsible for costs related to insurance, and fees for water and sewer service. Maintenance shall include all routine repairs involving the Buildings and Property.

- 4. BUILDING IMPROVEMENTS. Any improvements made to the Buildings shall be approved by the Village and paid for by the Town.
- 5. EMPLOYEES. This Building and employees working out of this Property will be under the supervision of the Public Works Director for the Town and Village.
- 6. SALT SHED. The Town constructed a Salt Shed on the Property in 1998 and the Town will retain ownership of said building. All costs of construction, insurance, and maintenance of the Salt Shed building shall be the continuing responsibility of the Town.

Dated this 31<sup>st</sup> day of August, 2004, in the State of Vermont, Town of Rockingham and Village of Bellows Falls, Vermont.

BELLOWS FALLS VILLAGE CORPORATION  
BOARD OF TRUSTEES

Charles Jarras  
Charles Jarras, President

Gary DeRosia  
Gary DeRosia

Stefan Goloc  
Stefan Goloc

Stewart Read  
Stewart Read

Roger Riccio  
Roger Riccio

TOWN OF ROCKINGHAM  
SELECTBOARD

Lamont Barnett  
Lamont Barnett, Chair

Ann DiBernardo  
Ann DiBernardo

Leslie Goldman  
Leslie Goldman

Dennis Harty  
Dennis Harty

Edward Soboleski  
Edward Soboleski

This Agreement replaces and supersedes a similar Agreement approved on October 1, 1997, and revised on September 29, 1998.

Received for the record Rockingham Town Clerk's Office, September 2, 2004 at 9:55 a.m.

Attest: Doreen B. Aldrich  
Doreen B. Aldrich, Town Clerk