

Rec'd for Record May 12 2022 A.D.LEASE AND OPERATING AGREEMENT 11 o'clock 02 minutes A NRecorded in Book 102 Page 496-509Bridgewater Emergency Services Building Attest: Kamy Kalamian Town Clerk

This Lease and Operating Agreement (the "Lease") is made on this 10 day of May, 2022, by and between the Town of Bridgewater, Vermont (the "Town"), and the Bridgewater Volunteer Fire Department, Inc. ("BVFD").

This Lease is entered into for the operation of the Town-owned Emergency Services Building located at 28 Southgate Loop, Bridgewater, Vermont (the "Building") in exchange for the provision of fire suppression and emergency services by BVFD to the Town and surrounding communities, in consideration of which the parties do hereby agree as follows:

A. PROPERTY. The Town hereby agrees to lease to BVFD the approximately seven thousand seventy (7,070) square foot Building now under construction, parking spaces, sidewalk, and driveway, as outlined and located on the attached and initialed of even date Bridgewater Fire and Rescue Proposed Utility Plan (the "Property").

B. TERM. The term of this Lease shall be for a period of ten (10) years, beginning on May 12, 2022, or as soon thereafter as the Building is approved for occupancy by all relevant authorities, unless sooner terminated or renewed pursuant to this Lease (the "Term"). This Lease will renew automatically for succeeding terms of ten (10) years each unless either party gives written notice to the other at least ninety (90) days prior to the expiration of any term. In the case of any such notice, the Party giving such notice agrees to attempt in good faith to resolve any then differences with the other Party in a good faith effort to renew this Lease.

C. OPERATIONS. BVFD agrees to occupy and operate the Building to provide fire and emergency services, including fire suppression, prevention of fire spread, hazardous material control, rescue, and other emergency services to the public.

D. IMPROVEMENTS AND ALTERATIONS. The Town assumes no financial responsibility or obligation for payment of the cost of any improvement or alteration to the Property by BVFD unless the Town specifically agrees in writing to do so. BVFD may make interior improvements or alterations to the Building at its expense. Any such improvement or alteration shall remain and become the property of the Town at the end of the Term or any extension of this Lease.

E. REPAIRS AND MAINTENANCE. The Town assumes responsibility for the maintenance of the interior and exterior of the Property, including painting, plumbing and electric repairs, structural repairs, roofing repairs, annual inspection and maintenance of the life safety systems

and HVAC systems, and maintenance of the grounds of the Property, including landscaping, driveways, sidewalks, and parking spaces.

F. UTILITIES. BVFD shall be responsible for all Building utility charges such as propane for heat, electricity, internet, telephone, and sewer charges.

G. INSURANCE.

1. The Town shall keep in full force and effect during the Term (i) replacement value personal property casualty coverage for the Building, its contents, and all equipment stored therein in an amount of at least six million dollars (\$6,000,000), (ii) general liability coverage regarding the Property in an amount of at least six million dollars (\$6,000,000), and (iii) Public Officials Liability Coverage covering BVFD directors and officers in an amount of at least ten million dollars (\$10,000,000). Coverages (i) and (ii) shall also apply to the fire station located at 7392 US Route 4 in Bridgewater for so long as it is in use in support of the services described in Paragraph C.

2. All such coverage dollar amounts are to be adjusted for (i) any Significant Addition or Deletion of contents or equipment in the Building effective within a reasonable time after notice thereof has been given by BVFD to the Town and (ii) inflation effective on each anniversary date of the Term in accord with the Consumer Price Index or the most appropriate successor to such index. A Significant Addition or Deletion means any addition or deletion of contents or equipment of twenty-five thousand dollars (\$25,000) or more. BVFD, its directors, officers, employees, and volunteers will be named as additional parties covered by all such coverages. Upon request by BVFD, the Town shall provide BVFD with certificates of all such coverages and any change in any such coverage. The Town shall cooperate with BVFD should it want to modify any such coverage.

H. TERMINATION AND DEFAULT. If at any time under the Term, either Party shall be in default of the performance of any agreement herein contained, and such default shall continue for a period of thirty (30) days after notice thereof in writing has been tendered by the non-defaulting Party to the defaulting Party, the non-defaulting Party, at its election at or after the expiration of said thirty (30) days, may declare this Lease terminated.

I. NOTICES. Any notice given under this Lease may be given by hand delivery or by deposit with the United States Postal Service, certified mail, postage paid, and addressed to the other Party as follows:

The Town: Selectboard Chair, Town of Bridgewater, 45 Southgate Loop, Bridgewater, VT 05034.

BVFD: President, Bridgewater Volunteer Fire Department, 28 Southgate Loop, Bridgewater, VT 05034.

Either Party may designate another person or another address for notice by written notice to the other Party.

J. ASSIGNMENT AND SUBLEASING. BVFD may not assign this Lease or sublease the Property or any part thereof without the written consent of the Town.

K. FAST SQUAD. It is understood and agreed that during the Term BVFD will make available to the Bridgewater Fast Squad (the "BFS") one hundred (100) square feet of space within the Building for the exclusive use of the BFS for so long as the BFS continues to provide emergency medical services.

L. TOWN USE.

1. Upon reasonable notice to BVFD, in the case of a declared emergency or emergency drill or training, the Town may use such portions of the Building, or any part thereof, as is necessary for emergency management purposes, which shall include use for public safety and other uses typically associated with an emergency or an emergency management facility.
2. Upon at least thirty (30) days' notice to BVFD, the Town, with the agreement of BVFD, may use the Building and the Property, or any part thereof, for annual and special Bridgewater Town Meetings, any public informational hearings held in conjunction with such Town Meetings, and for in any local, state, or federal election.
3. Upon at least thirty (30) days' notice to BVFD, the Town may use the Building and the Property for other purposes with the agreement of BVFD.
4. The Town shall be responsible to set up for all such meetings, to clean-up the Building upon the conclusion of all such meetings, and for any damage to BVFD property due to or occurring because of any Town use of the Building.

M. BUILDING ACCESS. The Town Selectboard members, and other Town agents approved by BVFD, shall have access to the Building and the Property with reasonable prior notice to BVFD. No other person shall have access to the Building without reasonable prior notice to BVFD and, unless waived by BVFD, any such other person must be accompanied by BVFD personnel. BVFD may change any lock to the Building provided that a duplicate key is provided the Town.

N. CONDITION OF THE PROPERTY. BVFD has inspected the Property and accepts the Property in its present condition "AS IS" except as indicated in the attached initialed and of even date Items To Be Remedied (the "Items"). The Town agrees to use reasonable efforts to remedy all the Items as soon as reasonably possible and at its expense if any. The Town makes no express or implied warranties as to the condition of the Property or its suitability for any specific purpose.

O. ENTIRE AGREEMENT. This Lease constitutes the entire agreement of the Parties regarding the Property and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter of this Lease. No promise, statement or representation that is not expressly stated in this Lease has been made by any Party to induce execution of this Lease.

P. APPLICABLE LAW AND VENUE. This Lease will be construed in accordance with Vermont law. Venue for any action arising hereunder will be in Windsor County, Vermont.

Q. NO THIRD-PARTY BENEFICIARIES. This Lease is entered into for the sole and exclusive benefit of the Parties. Nothing in this Lease, express or implied, is intended to confer or shall be construed as conferring any right, benefit, remedy, or claim upon any other person or entity.

R. AMENDMENT. This Lease may not be amended or modified except in writing executed by both BVFD and the Town and authorized by their respective governing bodies.

S. RECORDING. This lease shall be recorded in the Land Records of the Town.

TOWN OF BRIDGEWATER

By

William Goff

Chair, Bridgewater Selectboard, Duly Authorized

STATE OF VERMONT

COUNTY OF WINDSOR

At Bridgewater, Vermont, this 10 day of MAY, 2022, personally appeared William Goff, Selectboard Chair and duly authorized agent of the Town of Bridgewater, and he/she acknowledged this instrument, by him/her subscribed, to be his/her free act and deed and the free act and deed of the Town of Bridgewater.

Marny Lalumiere

Notary Public

My commission expires: Jan 31, 2023

BRIDGEWATER VOLUNTEER FIRE DEPARTMENT, INC.

By:

Zachary A. Bowley

President, President, Bridgewater Volunteer Fire Department Inc., Duly Authorized

STATE OF VERMONT

COUNTY OF WINDSOR

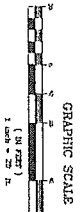
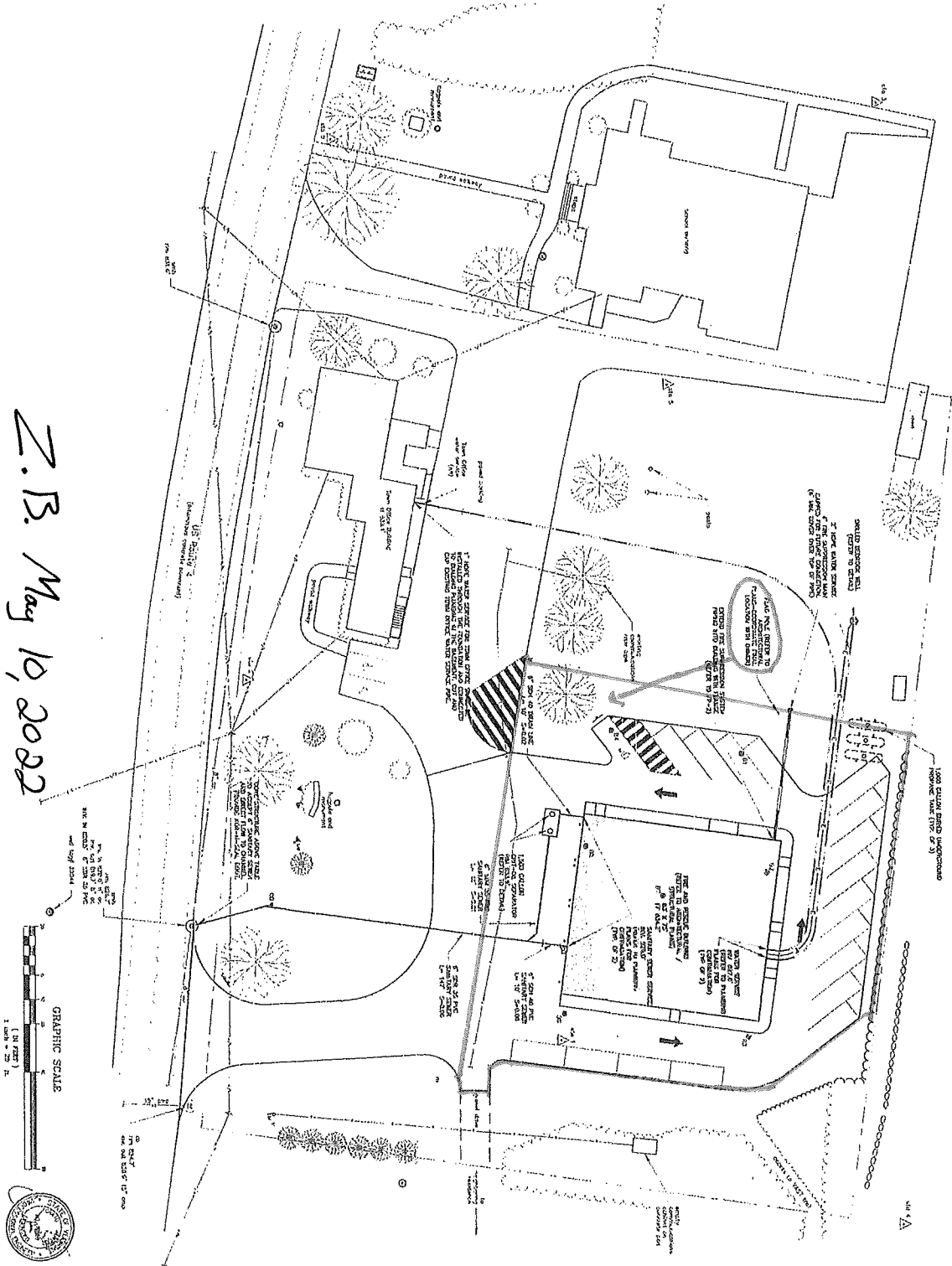
At Bridgewater, Vermont, this 10 day of May, 2022, personally appeared Zachary A. Bowley, President and duly authorized agent of Bridgewater Volunteer Fire Department, Inc., and he/she acknowledged this instrument, by him/her subscribed, to be his/her free act and deed and the free act and deed of Bridgewater Volunteer Fire Department, Inc.





Marny Lalumiere

Notary Public

My commission expires:  
Jan 31, 2023

Z.B. May 10, 2022



 <b>OTTER CREEK ENGINEERING</b> 1000 North Main Street Waterbury, VT 05671 Phone: 802-249-1100 Fax: 802-249-1101 <a href="http://www.ottercreekeng.com">www.ottercreekeng.com</a>	 <b>Engineering Services of Vermont, Inc.</b> 1000 North Main Street Waterbury, VT 05671 Phone: 802-249-1100 Fax: 802-249-1101 <a href="http://www.esv.com">www.esv.com</a>	 <b>sts</b> 1000 North Main Street Waterbury, VT 05671 Phone: 802-249-1100 Fax: 802-249-1101 <a href="http://www.sts.com">www.sts.com</a>	<b>ARCHITECTS</b> 2112 Green Street, Waterbury, VT Phone: 802-249-1100 <a href="http://www.architectsofvt.com">www.architectsofvt.com</a>	<b>US Route 4 Bridge Water Fire and Rescue</b> US Route 4 Bridge Water, Vermont 05671 10/2019	<b>PROPOSED UTILITY PLAN</b>	 <b>C3</b> 1000 North Main Street Waterbury, VT 05671 Phone: 802-249-1100 Fax: 802-249-1101 <a href="http://www.c3.com">www.c3.com</a>
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**LEASE AND OPERATING AGREEMENT**

**Bridgewater Emergency Services Building**

**Items to Be Remedied (attached per paragraph N)**

Dated and Initialed this *10* day of *May*, 2022

TOWN OF BRIDGEWATER

By 

Chair, Bridgewater Selectboard, Duly Authorized

BRIDGEWATER VOLUNTEER FIRE DEPARTMENT, INC.

By 

President, Bridgewater Volunteer Fire Department Inc., Duly Authorized