

**Terms and Conditions of Agreement**  
**Between**  
**The Town of Hinesburg**  
**And**  
**The Vermont Astronomical Society**  
**Last edited on 25 August, 2015**  
**Town review – 06/03/16**

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This agreement made on this \_\_\_\_ day of \_\_\_\_, ~~2015-2016~~ is entered into by and between the Town of Hinesburg (hereinafter called the Town), and the Vermont Astronomical Society (hereinafter called VAS).

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Whereas, VAS desires to set-up additional structures and other improvements on the existing site adjacent to the Town's closed landfill, off Observatory Road in Hinesburg (see location maps attached as Appendixes A and B);

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Whereas, the Town owns said site and needs to authorize plans to allow VAS to set-up said structures and improvements on this site;  
Now, therefore, the Town and VAS do mutually agree as follows:

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**A. Site Plan Approval:**

This Agreement is subject to VAS obtaining all applicable approvals ~~by-from~~ the Hinesburg ~~Planning-Development~~ Review Board for any improvements, such as the proposed structures to safely house and utilize donated equipment, and ~~Other~~ improvements and accessory uses, such as parking and fencing, require prior approval of the Town and may be used, to delineate the area to be used by VAS. The Any approval of the ~~Planning-Development~~ Review Board and/or subsequent approvals or permits issued by the Town's administrative officer shall be attached to this Agreement as appendices. The site plan approved by the Development Review Board is attached as Appendix C and will be considered an integrated part of this Agreement.

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**B. Building Permit:**

This Agreement is subject to VAS obtaining a building permit from the Town of Hinesburg ~~Zoning-Department~~. The building permit shall be attached to this Agreement as Appendix D and will be considered an integrated part of this Agreement.

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**C. Limited Access to Site:**

1. VAS shall access the site using Observatory Road, leading from North Road to the landfill. (See location maps attached as Appendixes A and B). VAS will continue to access the site using its own supplied lock on the gate on Observatory Road. ~~The Town will plow the road and the site parking area in the winter as its lowest priority; only after all other roads in Town have been plowed.~~
2. Access ~~The road leading~~ from the landfill to the Town Garage will be gated to prohibit access to and the lower gravel pit area is prohibited. VAS's access is limited to the area to use its telescope is limited to the area shown on Appendixes A and B, accessible from Observatory Road, and prohibited on the lower portion of the parcel.

The use of the capped landfill is restricted to casual observing with portable telescopes.

3. Parking will be allowed only in spaces designated on the site plan approved by the Planning-Development Review Board, including a drive path around the observing area to allow the setting up of portable telescopes. Parking on the surface of the capped landfill is prohibited.
4. VAS will maintain a barrier to prohibit visitors from travelling off the southerly edge of the observatory site (see location map, Appendixes A and B).

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**D. Security:**

VAS is solely responsible for its structures, equipment and accessories on the site, as well as for the activities of any individual or group using the site. The Town ~~does-is~~ not ~~assure and is not~~ responsible for the protection of VAS's property, nor is it liable for the actions of VAS members or guests.

**E. Term of Contract:**

1. This Agreement will be effective upon signature by both parties and shall continue through and including the last day of \_\_\_\_\_, 2025. This Agreement may be extended, amended, or shortened by mutual consent of both parties.

This Agreement will automatically renew at the termination date, ~~every 10 years~~for annual terms, if not objected to by the Town or VAS.

2. VAS may control tree and brush growth by cutting on Town property adjacent to the observing site, to maintain best horizons, following consultation with and approval from the Tree Warden and the Highway Department prior to any tree or brush control. This does not include clear cutting.

**F. Amendments:**

No changes, modifications or amendments in the terms and conditions of this Agreement shall be effective unless ~~reduced to in~~ writing and signed by the duly authorized representatives of the Town and VAS.

**G. Cancellation:**

This Agreement may be cancelled by either party by giving written notice ~~at least no less than~~ 60 days in advance. ~~VAS will have one year to remove its structures and vacate the site.~~ Violation of any of the terms of this Agreement by VAS will be grounds for immediate termination of the Agreement by the Town.

**H. Compliance with State and Local Laws:**

This Agreement will be governed by the laws of the State of Vermont. Additionally, VAS shall comply with all applicable laws, ordinances and codes of the Town of Hinesburg.

**I. Assignability:**

VAS shall not assign any interest in the Agreement and shall not transfer any interest in the same without written approval of the Town.

**J. Extent of the Agreement:**

This Agreement and the location map, the site plan approval by the ~~Planning~~ Development Review Board and the Building Permit (attached hereto as Appendix A, Appendix B, Appendix C and Appendix D respectively) represent the entire Agreement between the Town and VAS and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be amended, ~~only in writing, by written instrument signed~~ by both VAS and the Town.

**K. Independence, Liability:**

The Vermont Astronomical Society will act in an independent capacity. VAS shall indemnify, defend and hold harmless the Town and its officers and employees from liability and any claims, suits, judgments and damages arising as a result of the VAS's use of the site.

**L. Insurance:**

VAS will provide a certificate of insurance to show that the following minimum coverages are in effect:

General Liability and Property Damage: With respect to all operations performed under the contract, VAS shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises – Operations  
Personal Injury Liability

The policy limits shall not be less than:

\$1,000,000 per occurrence  
\$1,000,000 general aggregate

No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of VAS for its operations. These are solely minimums that have been set to protect the interests of the Town.

By:

The Town of Hinesburg,

\_\_\_\_\_

Michael Bissonette, Chairman  
Hinesburg Select Board

The Vermont Astronomical Society

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Jack St.Louis, President