

TOWN OF HINESBURG/VAS page 1 of 2
TERMS AND CONDITIONS OF AGREEMENT
BETWEEN
THE TOWN OF HINESBURG
AND
THE VERMONT ASTRONOMICAL SOCIETY

This agreement made on this 3rd day of May 1993 is entered into by and between the Town of Hinesburg (hereinafter called the Town), and the Vermont Astronomical Society (hereinafter called VAS).

Whereas, VAS desires to set-up an astronomical observatory and telescope mounting piers on a site adjacent to the Town's closed landfill, off North Road in Hinesburg (see location map attached as Appendix A);

Whereas, the Town owns said site and plans to allow VAS to set-up said observatory and piers on this site;

Now, therefore, the Town and VAS do mutually agree as follows:

A. Site Plan Approval:

This Agreement is subject to VAS obtaining site plan approval by the Hinesburg Planning Commission for the proposed observatory piers and accessory uses such as parking and fencing to delineate the area to be used by VAS. The site plan approval of the Planning Commission shall be attached to this Agreement as Appendix B and will be considered an integrated part of this Agreement.

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 C and will be considered an integrated part of this Agreement.

C. Limited Access to Site:

1. VAS shall access the site using the road leading from North Road to the landfill. (See location map attached as Appendix A). VAS may construct a lockable gate at the entrance of the road leading from North Road to the site, and will provide keys to the gate to the Town and other parties deemed appropriate by the Town. As this road is a public right-of-way, the Town may request VAS to remove the gate at any time. The Town will plow the road in the winter as its lowest priority, only after all other roads in Town have been plowed.

2. The road leading from the landfill to the Town Garage will be gated to prohibit access to the lower gravel pit area. VAS's access to use its telescope is limited to the area immediately surrounding the telescope and prohibited on the lower portion of the parcel. (See location map attached as Appendix A). 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 Commission. The Planning Commission's site plan approval will include a maximum number of vehicles to be allowed on the site. Parking on the surface of the closed landfill is prohibited.

4. VAS will construct and maintain a fence to prohibit visitors from traveling off the southerly edge of the observatory site (See location map, Appendix A). The Planning Commission's site plan approval will specify the location of the fence and the type of fence to be constructed.

D. Security:

VAS is solely responsible for its building, equipment and accessories on the site. The Town does not assure and is not responsible for the protection of VAS's property.

E. Term of Contract:

This Agreement will be effective upon signature by both parties and shall continue through and including the last day of June, 1995. This Agreement may be extended or shortened by mutual consent of both parties.

F. Amendments:

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

G. Cancellation:

This Agreement may be canceled by either party by giving written notice at least 60 days in advance. 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 Commission and the Building Permit (attached hereto as Appendix A, Appendix B and Appendix C, 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 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.