

LEASE of the East Montpelier Emergency Services Facility

THIS LEASE is entered into as of the 2 day of September, 2010, pursuant to the provisions of Section 2961 and 2981 of Title 20, and Sections 4901- 4902 of Title 24, Vermont Statutes Annotated, by and between the TOWN OF EAST MONTPELIER ("East Montpelier") and the EAST MONTPELIER VOLUNTEER FIRE DEPARTMENT, INC. ("Department").

By these presents, the parties desire to memorialize their understandings and agreements with respect to the use, occupancy, maintenance and operation of the fire and emergency services facility owned by East Montpelier located at 54 Village Acres in the Town of East Montpelier (the "fire station").

IN CONSIDERATION OF ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATION, payment, receipt and sufficiency of which are mutually and severally acknowledged, and in consideration of the several representations, covenants, undertakings and promises set forth herein, the parties agree as follows:

- (1) The parties acknowledge that this lease is one of a series of agreements between the parties as well as between the Town of Calais ("Calais") and either or both of the parties relating to the delivery of fire fighting, emergency response and ambulance services within the two communities. In particular, the parties acknowledge the existence of: (a) an Agreement (entitled "Financing and Land Use Agreement between the Towns of Calais and East Montpelier, VT") by and between East Montpelier and the Town of Calais dated late June 2010, relating to the ownership and financing of the fire station; (b) an Agreement (entitled "Contract with Respect to Ambulance Services") by and between East Montpelier, Calais and the Department dated late January 2010, relating to the provision of ambulance service by the Department; and (c) an Agreement (entitled "Interlocal Contract with Respect to Fire Fighting Services") by and between East Montpelier, Calais, and the Department dated late August/early September 2008, relating to the provision of fire fighting service by the Department.
- (2) Department shall have the exclusive right to occupy and use the fire station, subject to the terms of this Lease, for so long as it provides fire fighting and related emergency services to East Montpelier in accordance with the ambulance and fire services contracts set out in (1) (b) & (c) above. For its part, East Montpelier agrees that the Department is currently the primary fire fighting and emergency service responder within its precincts, subject to the terms of any mutual fire aid compacts or contracts with other departments and municipalities.
- (3) No party may sell, transfer or alienate any interest in the fire station without the concurrence of the other party and Calais.

- (4) This Lease shall have an initial term, subject to the termination clause set out in (5) below, of twenty (20) years. Thereafter, it shall renew itself automatically for successive five (5) year terms unless either party shall give at least one (1) year's advance written notice to the other party that it does not intend to renew.
- (5) Either party may terminate this Lease without cause by providing eighteen (18) months advance notice to the other party of such intent. Further, this Lease terminates automatically should the Department no longer serve as the primary fire fighting and emergency service responder for East Montpelier in accord with (1)(b) & (c) and (2) above.
- (6) Department shall, subject to consultation with and approval by East Montpelier, procure and maintain fire, casualty, extended coverage and comprehensive general liability insurance upon the fire station. Department shall procure and maintain casualty, extended coverage and comprehensive general liability insurance upon its motor vehicles, equipment, personal property and operations.
- (7) The parties acknowledge that a portion of the fire station, specifically the main lobby, training room, kitchen and first floor restroom, may be available for use by the public (the "public area"). Department shall, subject to consultation with and approval by East Montpelier, develop and maintain regulations with regard to the use of the public area. Further, the public area may be designated as the Emergency Operations Center for East Montpelier. East Montpelier shall at all times have access to the public area.
- (8) Department shall be responsible for maintaining the fire station in clean and safe condition, and in compliance with all applicable occupational, life safety and public building codes and regulations. Department shall provide general janitorial, property maintenance and trash removal services to the fire station. Department shall provide snow plowing and removal services to the fire station. East Montpelier shall be responsible for rectifying life safety conditions affecting the structure and occupancy in the fire station.
- (9) Annually, the Department shall furnish East Montpelier with a report identifying repairs, upkeep and capital improvements for the fire station, and the costs thereof. Upon approval by East Montpelier and the appropriation of funds for such work, Department shall be responsible for undertaking and completing such work.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by its respective duly authorized officers.

TOWN OF EAST MONTPELIER

By: Robert Chickering on AUG 30, 2010
Chair, Selectboard Date

EAST MONTPELIER VOLUNTEER FIRE DEPARTMENT, INC.

By: Jay Cappo on 9/1/10
President Date

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