



Town of Bristol
Bristol Selectboard
P.O. Box 249
Bristol, VT 05443
(802) 453-2410

MUTUAL TERMINATION OF AGREEMENT BETWEEN THE TOWN OF BRISTOL
AND THE ADDISON COUNTY COMMUNITY TRUST

It has been agreed this 13th day of October, 2014, by and between the Addison County Community Trust (hereinafter the "Trust") and the Town of Bristol Municipal Water Department (hereinafter "Town"), to terminate the agreement made the 2nd day of December 1997 between the above named parties, a copy of which is attached hereto as "Exhibit 1".

The parties hereby agree that, effective upon the execution of this Termination, the Trust shall be subject to the terms and conditions of the Town of Bristol Water Use Ordinance adopted the 23rd day of April 1996, as may be amended, and as a result, the Town shall no longer read the individual meters nor shall the Town provide separate bills for individual mobile homes. The Town shall only read the master meter, and bill the Trust directly for all water usage.

In witness whereof, the parties have entered into this Termination Agreement as of this day and year first above written.

Addison County Community Trust

By: 
Its duly authorized agent

State of Vermont)
County of Addison) ss.

At Vergennes on the 21 day of October, 2014, personally appeared Terry McKnight, Duly Authorized Agent of Addison County Community Trust, and he/she acknowledges this instrument by him/her, sealed and subscribed, to be his/her free act and deed as such Duly Authorized Agent and the free act and deed of the Addison County Community Trust.

Before me,

Notary Public
My Commission Expires 2/10/2015.



Town of Bristol
Holley Hall
P.O. Box 249
Bristol, VT 05443
(802) 453-2410 • Fax 453-5188

AGREEMENT
BETWEEN THE TOWN OF BRISTOL
AND THE ADDISON COUNTY COMMUNITY TRUST

THIS AGREEMENT made this 27th day of December, 1997, by and between the ADDISON COUNTY COMMUNITY TRUST (the "Trust") and the TOWN OF BRISTOL MUNICIPAL WATER DISTRICT (the "Water District").

WITNESSETH:

WHEREAS, the Trust is the owner of the Kountry Trailer Park, situated on Liberty Street in the Town of Bristol, consisting of approximately forty-five (45) mobile home rental units (the "Park"); and

WHEREAS, the Trust owns all of the water lines, piping, equipment and appurtenances currently located within the Park; and

WHEREAS, the Water District currently serves a Water Department Service Area (the "service area"), as defined in an Act Relating to the Merger of the Town of Bristol and the Village of Bristol (H. 862); and

WHEREAS, the Park is located within the existing service area; and

WHEREAS, the Park is currently served by a single water meter, owned by the Water District and located at or near the Park's eastern property line, which measures water delivered to the park; and

WHEREAS, the Water District currently bills the Trust for all water delivered the Park for use or consumption by individual mobile home units within the Park; and

WHEREAS, pursuant to an Agreement between the Water District and the Trust, dated June 11, 1996, the Trust makes quarterly payments to the Water District, based on an agreed annual rate, for water delivered to the Park as measured by the Water District's meter; and

WHEREAS, the Trust and the Water District believe that it is in their mutual best interest for the Water District to meter the individual mobile home units to be separately and individually metered and to have the Water District bill the unit owners directly; and

WHEREAS, the Trust has indicated its desire and willingness to purchase appropriate water meters for the individual mobile home units located within the Park; and

WHEREAS, the Water District has indicated its willingness to install and read said individual meters; and

WHEREAS, the parties desire to record a confirmation to the effect that by installing said individual meters, the Water District has not assumed, but rather has specifically disavowed any intention or obligation to install, repair, replace or maintain any existing water lines, piping, equipment or appurtenances located within the Park.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the parties hereto mutually covenant and agree as follows:

1. The Trust shall purchase, at its own cost, appropriate water meters for each mobile home unit located within the Park, which meters shall be installed by the Water District, its agents or assigns. The Water District anticipates, but specifically does not warrant or guarantee, that meter installation will occur in the second quarter of FY 1997-98.
2. After installation of the new water meters, the Water District shall thereafter bill the mobile home unit owners and/or residents at a rate and in a manner consistent with its treatment of all other water users located within the service area and served by the Water District.
3. The individual billing of mobile home unit owners and/or residents within the Park shall commence on or about the date that all meters are installed and functioning.
4. The Trust shall provide unit owners and residents with copies of the Town of Bristol, Vermont, Water Use Ordinance and the Water Expansion Policy for the Bristol Water District, and shall expressly inform the mobile home unit owners and/or residents in writing regarding the purpose of the water meters, the possibility of thermal expansion problems, and the Water District's policy as it relates to disconnection for non-payment. In that last regard, the Trust shall specifically permit and shall affirmatively assist the Water District to disconnect any mobile home unit owners and/or residents who, after reasonable notice, fail to comply with the Water District Ordinance and/or policies. Further, the Trust shall fully cooperate with the Town of Bristol and the Water District to ensure that any delinquencies or other financial issues are resolved when and if a mobile home is removed from the Park.
5. The Water District shall continue to make quarterly readings of the main meter located at the Park's eastern property line, and shall calculate the difference, if any, between the total gallons of water used by the individual units and the total gallons indicated on the main meter and the Trust shall pay the Water District for the difference, if any, between the total gallons denoted on the individual meters and the total gallons delivered to the Park as measured on the main meter.
6. Once water meters are installed on the individual mobile home units, nothing in this agreement shall obligate either the Trust or the Water District to guard or protect those meters, or any water lines, piping, equipment or appurtenances from the adverse effects of freezing or thermal expansion. Rather, such protection shall be solely the responsibility of the individual unit owners and/or residents. Further, as noted above, upon installation of the individual water meters, nothing in this Agreement shall obligate the Water District to install, repair, replace, or maintain the piping, equipment or appurtenances located within the Park and, by this Agreement, the Water District specifically disavows any obligation to undertake any such activity.
7. This Agreement shall be construed in accordance with laws of the State of Vermont, and is binding upon the Trust, the Water District and their respective successors and assigns.
8. In the event that a dispute arises regarding the interpretation of this instrument, the parties hereto agree to submit any such dispute to a neutral arbitrator, to be mutually agreed upon, for resolution. Appeals from a decision of the arbitrator may be taken to a court of competent jurisdiction.
9. This instrument constitutes the entire agreement and understanding of the parties and replaces all prior agreements and understandings. All amendments hereto shall be in writing and shall be mutually agreed to by the parties. If any provision or part of this Agreement is deemed invalid by an arbitrator or court of competent jurisdiction, the remainder shall continue in full force and effect, unless the parties mutually agreed otherwise.
10. All other notice or correspondence related to this Agreement shall be considered properly delivered if mailed to the addresses:

Trust: Addison County Community Trust
P. O. Box 256
Middlebury, Vermont 05753

Water District: Town of Bristol Water District
P. O. Box 249
Bristol, Vermont 05443

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of this day and year first above written.

IN THE PRESENCE OF:

Shirley Emule
Margaret Davis

ADDISON COUNTY COMMUNITY TRUST

BY: Robert B. Hall
Its Duly Authorized Agent

IN THE PRESENCE OF:

Shirley Emule
Margaret Davis

BRISTOL MUNICIPAL WATER DISTRICT

by: Robert B. Hall
Its Duly Authorized Agent

STATE OF VERMONT)
COUNTY OF ADDISON) ss.

At Bristol, on the ___ day of December, 1997, personally appeared Robert B. Hall, Duly Authorized Agent of BRISTOL MUNICIPAL WATER DISTRICT, and he acknowledge this instrument by him, sealed and subscribed, to be his free act and deed as such Duly Authorized Agent and the free act and deed of BRISTOL MUNICIPAL WATER DISTRICT.

Before me,

Robert B. Hall
Notary Public

My Commission Expires: 2-1-99