

MEMORANDUM OF AGREEMENT

The Village of Essex Junction ("Village") and the Essex Junction Incorporated School District ("District") have reached the following agreement to resolve pending litigation and provide a basis to assure the long-term success and excellence of recreation programs in Essex Junction. This Agreement has the following terms:

1. Pursuant to 31 V.S.A. §203, the Village delegates to the District the conduct of the recreation program in the Village of Essex Junction. This delegation does not affect or diminish any other powers the District has under law (including its charter) to operate its own recreation programs.
2. No later than June 1, 2011, the District and the Village shall enter a written lease agreement allowing the District to use Maple Street Park, Cascade Park and Stevens Park for recreation purposes during the term of this Agreement. The lease shall provide that the District shall defend, indemnify and hold the Village harmless from all claims, suits, actions, damages and expenses in connection with loss of life, bodily or personal injury or property damage arising from any occurrence which is the result of any negligence on the part of any Parks and Recreation employees or their agents. The Lease shall also provide that as long as the District is operating, maintaining, and administering Parks and Recreation, it shall maintain a combined single limit insurance policy of one million (\$1,000,000) dollars aggregate for general liability and property damage and name the Village of Essex Junction as an additional insured. Annually, the District shall provide a certificate from the insuring company indicating that such policy has been issued and is in force and that said insurance company agrees to notify the Village Manager at least ten (10) days prior to the date of termination of or change in said policy for the maintenance of insurance. There shall be no payment for use of the parks pursuant to the above-mentioned lease. Provided, however, that beginning in Fiscal Year 2013, the District shall reimburse the Village for \$500 annual payment for land leased from IBM that is used for recreation. The Village and District will cooperate in the negotiation of any extension of the IBM lease.
3. At least twice a year, the District and the Village shall hold a joint public meeting to address any issues of common interest. The District and the Village will work together to assure effective communication on all issues of common interest. The District and the Village shall discuss any issues related to any potential merger of the Town and the Village, or the District and other school districts. The meetings shall be held on the first Wednesday of September and March, or such other dates as would be established by agreement of the Village and the District.
4. The Recreation Advisory Council shall be changed as follows: A) There shall be two new voting members added immediately; one must be a member of the Prudential Committee, and the other must be a member of the Village's Board. B) The terms of the six adult members shall be filled by members of the public and staggered, so two expire

in one year, two expire in two years, and two expire in three years. Upon expiration of these terms, their successors shall each have three year terms. The Village and the District shall each appoint one member in years one, two and three, none of whom shall be members of the Parties' respective governing boards. There shall also be a youth member, appointed by the District, who shall serve a one-year term. C) The Recreation Advisory Council shall communicate directly to the Village Board and the Prudential Committee on issues of interest to the Board and the Prudential Committee through their ex officio members and in advance of the semi-annual meetings discussed in paragraph three.

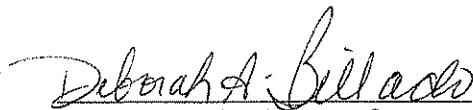
5. This Agreement will commence on July 1, 2011, and shall have an initial term of three years (ending on June 30, 2014). The initial term will be extended for an additional one year on each July 1 thereafter, unless prior to that date, a party has provided a written notice of renegotiation. Upon delivery of such notice, the contract will stay in force for its remaining two years, and shall expire if there is no written agreement on its renegotiation. The intent of this provision is to provide the stability of a rolling three-year agreement, but also provide the parties with a two-year window to renegotiate before the expiration of an agreement. This Agreement may not be assigned by either party without the written consent of the other.
6. By March 31, 2011, the Parties shall file a stipulation of dismissal of the pending lawsuit and counterclaim with prejudice. Each side shall bear its own costs and attorney's fees.
7. This Agreement is the successor to written Agreements between the Village and District that were dated February 12, 2001 (and later extended through June 30, 2010) and March 15, 2010, which extended to June 30, 2011.
8. Agreed Upon Public Statement.

The Village of Essex Junction Board of Trustees and the Essex Junction Prudential Committee are pleased to announce that they have reached an agreement to settle their lawsuit. The agreement dismisses the pending lawsuit and describes how the Board and Prudential Committee will work together in the future to address their shared interest in continuing the successful recreation program.

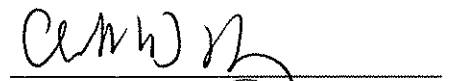
The agreement has an initial term of three years with annual one-year extensions. If the Board and the Prudential Committee want to renegotiate terms in the future, there will be at least two years for negotiations before the agreement expires. The Agreement provides for at least two meetings a year between the Board and the Prudential Committee. It also ensures active participation by both the Board and the Prudential Committee in the Recreation Advisory Council. As part of the agreement, the Board and Prudential Committee have also agreed to sign a lease for the Maple Street, Cascade and Stevens parks.

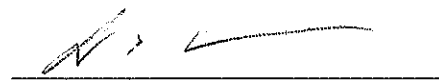
Dated at Essex Junction, Vermont, this 24th day of March, 2011.


Duly Authorized Agent for
Prudential Committee


Duly Authorized Agent for
Board of Trustees

Approved as to Form:


Christopher Roy, Esq.
Counsel for Prudential Committee


David Barra, Esq.
Counsel for Board of Trustees