

## LETTER OF AGREEMENT

THIS AGREEMENT, made this 17<sup>th</sup> day of March, 2025, by and between the **TOWN OF SHARON**, a Vermont municipal corporation of Sharon in the County of Windsor and State of Vermont (hereinafter referred to as “the Town”) and the **TRUSTEES OF THE SHARON PUBLIC LIBRARY FUND**, (a/k/a the BAXTER MEMORIAL LIBRARY), an unincorporated public library of Sharon in the County of Windsor and State of Vermont (hereinafter referred to as “the Library”).

In consideration of their mutual promises and other good and valuable consideration, the parties hereto agree as follows:

1. **BUILDINGS AND GROUNDS:** The Town shall retain title to the lands and premises known as the Baxter Memorial Library (a/k/a the Town Library) located at 5114 Vermont Route 14 in the Town of Sharon, Vermont (as previously conveyed by Quitclaim Deed from the Library to the Town in June 2010), hereafter making the buildings, content, and grounds part of the Town’s public assets. As such, and consistent with its obligations to maintain its public assets, the Town shall:

Building Structure: be responsible for repairing and improvements to the external structure including the roof; external and internal bearing walls, masonry, paint and insulation; windows and doors; existing exterior steps and ramps; existing interior partitions exclusive of paint and ornamentation; existing flooring exclusive of carpeting or non-permanent floor coverings; foundations; and adjacent grounds. The Library’s input will be considered in prioritizing repairs and improvements.

Heating Systems: maintain the heating system and provide payment for the cost of fuel. The Library shall conduct its operations so as to minimize fuel consumption.

Electrical System: maintain the existing electrical service and pay the metered charges for electricity. The Library shall seek to minimize the unnecessary consumption of electricity.

Septic System: maintain the septic tank, leach fields, and any pumps and piping and shall be responsible for pumping septic tanks as required.

Potable Water: maintain a connection to a potable water source.

Snow Removal: keep the public sidewalks, driveways, and parking areas adjacent to the building free from snow.

2. **INSURANCE:** As part of its overall property and liability insurance, the Town shall:

Property Insurance: In conjunction with its coverage of other municipal buildings and facilities, the Town will maintain property insurance to protect itself from significant loss as a result of fire or other casualty.

Liability Insurance: Extend the Town's liability coverage to protect against liability for damage claims through public use of, or arising out of accidents occurring in or on, Library property to the amount of the maximum limits set for Town government as a whole.

Public Officials Insurance: Extend insurance protection to Library trustees from damages, claims or defense costs in the event they suffer such losses as a result of a lawsuit for alleged wrongful acts while acting in their capacity as public officials of the Library organization unless otherwise excluded by the liability insurance coverage

3. ROLE OF THE TRUSTEES: The Library is operated by a five-member Board of Trustees elected to their term by the Town of Sharon at the annual Town Meeting. The Board of Trustees shall have full power to manage the public library, make bylaws, establish a library policy and receive, control and manage property which shall come into the hands of the municipality by gift, purchase, devise or bequest for the use and benefit of the library. The Board may appoint a director for the efficient administration and conduct of the library. The Trustees of the Baxter Memorial Library shall be responsible for conducting the business outlined in this Letter of Agreement and the Baxter Library Trustees' Bylaws, mission statement and policies. Generally, these duties include setting policy; personnel supervision; public outreach and public relations; budgeting for library operations; and annual reporting to the Sharon Selectboard and the Town voters.

4. FINANCES: The Town of Sharon was established as the Succeeding Trustee for the Sarah B. Baxter Fund held in trust for the Baxter Memorial Library. These funds shall remain separate from the Town of Sharon's general fund and may be increased from time to time by fundraising by and donations to the Baxter Memorial Library. Trustees of the Baxter Memorial Library shall be responsible for spending and investing such funds.

The Town of Sharon's Finance Manager shall be responsible for maintaining passbooks, tracking funds, and providing monthly statements to the Trustees. The Finance Manager shall work with the Baxter Treasurer and librarian to develop the annual budget and bring financial concerns to the Board. At least three trustees shall approve invoices for payment by the Finance Manager.

5. ANNUAL APPROPRIATIONS: The Trustees shall annually recommend to the Sharon Selectboard an amount of support to be sought from the voters at Town Meeting for the operation of the Town Library (exclusive of the items in Sections 1 and 2 above) in the next fiscal year. The Selectboard shall make the final decision as to the amount of support to be recommended to the voters at Town Meeting.

6. EMPLOYEES: For the purpose of issuing payroll, making required tax deposits, and providing benefits, the Town shall treat employees of Baxter Library as employees of the Town. However, in accordance with state law, the Trustees shall be responsible for hiring, terminating, directing, supervising, evaluating and setting compensation rates for all Library employees as described in the Baxter Library Trustees' Bylaws, mission statement and policies.

7. REVIEW: The Town and the Library Trustees shall review this Agreement every **FIVE** years and as a result of this review make updates or changes if needed.

The Town and the Library Trustees hereby adopt this Letter of Agreement, which shall supersede and control over any prior agreements between the Town and Library Trustees.

IN WITNESS WHEREOF, the parties have executed this Agreement at Sharon, in the County of Windsor, and State of Vermont, the day and year first above written.

FOR THE TOWN OF SHARON BY ITS SELECTBOARD:

17 March 2025 Scott Helle Chair  
K. J. C. 3/17/25 Vice Chair  
[Signature] Clerk

FOR THE BAXTER MEMORIAL LIBRARY BY ITS TRUSTEES:

[Signature]  
[Signature]  
[Signature]  
   
 

Original document signed 1/27/2011  
Amended/recorded 4/29/14 at Book 94 pages 106-108  
First revision 2/16/2016 (Trustees)  
Renewed 4/19/2016  
Renewed 3/21/2022  
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