

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN St. John the Baptist Episcopal Church**  
**AND Jeudevine Memorial Library**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the Jeudevine Memorial Library ("the Library"), whose address is 93 North Main Street, Hardwick, VT, and St. John the Baptist Episcopal Church ("the Church"), whose address is 39 West Church Street, Hardwick, VT.

2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which the St. John the Baptist Episcopal Church and the Jeudevine Memorial Library agree to conditions necessary for the church to have its interests preserved while affording for a setback waiver that allows the library expansion project to build to the property line.

3. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties' respective counties or municipalities and shall remain in full force and effect for not longer than 24 months. This MOU may be terminated, without cause, by either party upon 2 months written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

4. **Plans.** This MOU is based on progress plans dated 6/20/18 and prepared by NBF Architects. These are the same plans that were presented to the Church's Vestry on December 13, 2018.

5. **Responsibilities of respective parties.**

A. **Responsibilities of the Library.**

- a. Alleviate concerns of any damage to the church building or foundation as the result of the Library's construction activities by ensuring the Library's general contractor and/or subcontractors have an adequate performance bond in place at the start of construction.
- b. Confirm that the library will not be open on Sunday and construction activities will not take place on Sunday, so as to alleviate concerns for disruption of the Sunday worship service.
- c. Agree to continued use of a portion of the library's property for the flower gardens maintained by the church.
- d. Agree to restore any damage to the Church grounds, including but not limited to the gardens, as a result of construction.

- e. Fund the cost of landscaping between the library and the church after the construction of the expansion, possibly to include a path to the lower levels. Plan will be mutually agreed upon and will be completed within 3 months of substantial completion of the project, not including winter months.
- f. Allow future use of any playground facilities by the members of the church.
- g. Allow future use of the Parker Ladd Community Room by the church for functions requiring more space or particular audio-visual equipment.
- h. Communicate clearly and transparently with the church at all phases. Communication shall go through the Junior Warden.
- i. The current design that is being used for construction documents will ensure no roof runoff will be directed onto the Church property.
- j. Site drainage, during construction and post construction, will be designed and implemented to ensure there is no runoff onto the Church property.

**B. Responsibilities of the Church.**

- a. Agree to a setback waiver that allows the library to build to the property line between the library and church properties, as shown on the attached site plan.
- b. Communicate any concerns during construction directly to the Library Director, the Chair of the Trustees, and/or the Owner's Representative.
- c. Communicate clearly and transparently with the library at all phases.

**6. General Provisions**

**A. Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

**B. Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Vermont. The courts of the State of Vermont shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the Caledonia County Court, State of Vermont.

**C. Entirety of Agreement.** This MOU, consisting of three pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

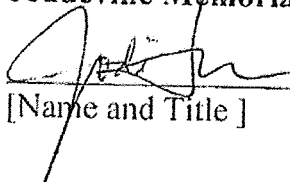
**D. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

**E. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

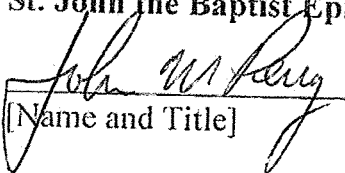
7. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

**Jeudevine Memorial Library**

 Chair, Board of Trustees, Nov. 21, 2020  
[Name and Title] Date

**St. John the Baptist Episcopal Church**

 Perry, Rector, 11/30/20  
[Name and Title] Date

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN Mr. Shawn Allen**  
**AND Jeudevine Memorial Library**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the Jeudevine Memorial Library (“the Library”), whose address is 93 North Main Street, Hardwick, VT, and Mr. Shawn Allen, whose address is 71 North Main Street, Hardwick, VT.

2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which Mr. Shawn Allen and the Jeudevine Memorial Library agree to conditions necessary for Mr. Allen to have his interests preserved while affording for the parking area for the library expansion project to build within the property setback.

3. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties’ respective counties or municipalities and shall remain in full force and effect for not longer than 24 months. This MOU may be terminated, without cause, by either party upon 2 months written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

4. **Plans.** This MOU is based on progress plans dated 12/14/18 and prepared by NBF Architects.

5. **Responsibilities of respective parties.**

A. **Responsibilities of the Library.**

- a. Alleviate concerns of any damage to the residence or foundation as the result of the Library’s construction activities by ensuring the Library’s general contractor and/or subcontractors have an adequate performance bond in place at the start of construction.
- b. Agree to place a curb running the length of the parking lot so as to prevent collisions with Mr. Allen’s fence.
- c. Agree to push snow into the back of the library’s property, not against Mr. Allen’s property line.
- d. Design water runoff so that it does not flow onto Mr. Allen’s property.
- e. Agree to disallow parking after 9 pm unless there is a program that runs past this hour, putting up a barrier so no one can enter the parking lot after 9 pm.
- f. Communicate clearly and transparently at all phases of construction.

- g. Agree to allow access to the wireless service based at the library for the Allen residence as a condition of this agreement.

**B. Responsibilities of Mr. Allen**

- a. Agree to a waiver that allows the library to build within the setback between the library and Allen property at 71 N. Main Street, as shown on the attached site plan.
- b. Communicate any concerns during construction directly to the Library Director, the Chair of the Trustees, and/or the Owner's Representative.
- c. Communicate clearly and transparently with the library at all phases.

**6. General Provisions**

**A. Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

**B. Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Vermont . The courts of the State of Vermont shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the Caledonia County Court, State of Vermont.

**C. Entirety of Agreement.** This MOU, consisting of three pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

**D. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

**E. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

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**Jeudevine Memorial Library**

Lisa A. Jammet, Library Director 2021 January 26  
[Signature and Title ] Date

**Mr. Shawn Allen**

Shawn Allen Jan. 20, 2021  
[Signature ] Date

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN Mr. Robert Alcusky**  
**AND Jeudevine Memorial Library**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the Jeudevine Memorial Library (“the Library”), whose address is 93 North Main Street, Hardwick, VT, and Mr. Robert Alcusky, whose address is 20 Highland Avenue, Hardwick, VT.

2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which Mr. Robert Alcusky and the Jeudevine Memorial Library agree to conditions necessary for Mr. Alcusky to have his interests preserved while affording for the parking area for the library expansion project to build within the property setback.

3. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties’ respective counties or municipalities and shall remain in full force and effect for not longer than 24 months. This MOU may be terminated, without cause, by either party upon 2 months written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

4. **Plans.** This MOU is based on progress plans dated 12/14/20 and prepared by NBF Architects.

5. **Responsibilities of respective parties.**

A. **Responsibilities of the Library.**

- a. Alleviate concerns of any damage to the residence or foundation as the result of the Library’s construction activities by ensuring the Library’s general contractor and/or subcontractors have an adequate performance bond in place at the start of construction.
- b. Agree to restore any damage to Mr. Alcusky’s grounds as a result of construction of the paved parking area or the children’s playground.
- c. Agree to construct a fence between the properties so no one can stray into the Alcusky property.
- d. Communicate clearly at all stages of construction and respond quickly to any concerns.

B. **Responsibilities of Mr. Alcusky**

- a. Agree to a waiver that allows the library to build within the setback between the library and Alcusky property at 20 Highland Ave, as shown on the attached site plan.
- b. Communicate any concerns during construction directly to the Library Director, the Chair of the Trustees, and/or the Owner's Representative.
- c. Communicate clearly and transparently with the library at all phases.

## 6. General Provisions

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The effective date of this MOU is the date of the signature last affixed to this page.

**Jeudevine Memorial Library**

Lisa A. Sammet, Library Director      1/26/2021  
[Signature and Title]    Date

**Mr. Robert Alcusky**

Rob Al    1/26/21  
[Signature]    Date