

the parties as tenants in common defeasible in favor of the remaining tenants upon withdrawal of a party from this Agreement. The interests therein shall be determined according to each party's actual contributions to the acquisition thereof. The Joint Board shall recommend the purchase of such real property to the legislative bodies of the parties.

3.2. HIGHWAY MAINTENANCE; INSURANCE.

The property listed in Appendix A and any property subsequently acquired pursuant to a recommendation of the Joint Board shall be transferred to the possession of the Joint Highway Department. The Joint Highway Department shall have the duty to maintain any property in its possession in accordance with reasonable standards of care, and to insure the same against hazards and in such amounts as deemed advisable in the exercise of good business judgment.

SECTION III

ADMINISTRATION

PART 1. ADMINISTRATION

1.1 JOINT BOARD OF SELECTMEN, ADMINISTRATOR.

The municipal officers of the parties shall convene as the Joint Board of Selectmen, hereinafter called

"Joint Board," to take such actions as are provided for in this Agreement. The Town Manager of Mapleton, Castle Hill and Chapman shall be the Administrator of the Joint Department.

1.2 MEETINGS.

- A. The Chairmanship of the Joint Board shall be rotated annually between the parties, beginning with Mapleton, then Castle Hill, then Chapman.
- B. Joint Board meetings may be called by the Chairman or by the municipal officers of any of the parties. Written notice shall be given at least seven (7) days prior to any Joint Board meeting.
- C. In the event that one of the Party Towns, or the members or an individual member of a Party Towns Delegation to the Joint Board, by any action or inaction prevents a quorum from being present for either the proper calling to order of any Joint Board meeting or the taking of any vote, or action or the conduct of any Business by the Joint Board at said meeting then in that event, the remaining two Party Towns may serve, in hand, written notice on any member of the Board of Selectmen of the third Party Town, or if they are unable after reasonable attempts to accomplish said service, then on the Town Manager on said Board of Selectmen's behalf, that a special Joint Board

meeting will be held, not less than 7 days nor more than twenty-one (21) days from the date said Notice is delivered, at which special meeting the quorum requirements set out above, for said special meeting only, shall be waived and a quorum for the purposes of calling said special meeting to order and taking any vote or action or the conduct of any Business by the Joint Board shall be eight (8) members, regardless of Member Town Affiliation.

All voting requirements and standards outlined in Section 3, Subsection 1.3 below shall apply to said special meeting. Any business or action properly brought before the Joint Board at said special meeting may be acted upon by said Board. At the adjournment of said special meeting, the quorum requirements for Joint Board meetings shall revert to those in effect prior to said special meeting.

1.3 VOTING.

Vote of Joint Board members will not be given equal weights. Each of the 13 Joint Board members shall have a weighted vote based on that members pro-rate share of his or her Town's share of 50% of the General and Administrative cost sharing percentage and 50% of the Highway Cost Sharing percent as set

forth in Section IV, Subsection 2.4.

All actions of the Joint Board shall be determined by vote of a majority of the total voting units, present at the time the meeting is called to order and at the time of any votes, which vote must have at least one affirmative vote from the Town of Mapleton (or the Town with the highest number of total voting units) and at least one affirmative vote from either the Town of Castle Hill or the Town of Chapman (or either one of the two Towns with the lower number of total voting units), excepting on votes to approve the final draft of the Joint Budget, and votes on the proposed acquisition of single items of personal property in which the expenditure exceeds \$5,000.00 and votes to amend the agreement, such votes shall require a two-thirds vote of a quorum and each such vote must have at least one affirmative vote from the Town of Mapleton (or the Town with the highest number of total voting units) and at least one affirmative vote from either the Town of Castle Hill or the Town of Chapman (or either one of the two towns with the lower number of total voting units).

1.4 POWERS.

The Joint Board and the Administrator shall have all powers necessary and incidental to the performance of

highway functions by the Joint Highway Department and administrative function of all other departments to include without limitation the following:

- A. The Administrator shall appoint, supervise and dismiss all employees including the Road Commissioner, with the approval of the Joint Board.
- B. Joint Board of Selectmen shall approve the selection, by the Administrator, of the Road Commissioner, hear appeals of dismissal and if appropriate, cause to be reinstated the Road Commissioner and other employees, fix the compensation and benefits of the Road Commissioner and other employees, and establish regulations for their governance, and negotiate special contracts on their behalf.
- C. Because all disbursement of both Highway and Administrative Joint Expenses will be made from the Mapleton general checking account, Castle Hill and Chapman will make weekly appropriation payments to the Mapleton Treasurer.

PART 2. PROPERTY

- 2.1 Exclusive of the Mapleton - Castle Hill Municipal Building and land which is owned by the Mapleton - Castle Hill Municipal Building Facility Corporation, where Articles of Incorporation and Agreement spell out all matters relating to ownership and disposal