

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

of those assets, all other property is to be treated as set forth hereinafter.

2.2. DISPOSITION OF PROPERTY (HIGHWAY AND ADMINISTRATIVE)

A. Personal property to be disposed shall first be offered for sale to the parties for its mutually agreed upon fair market value. If no party purchases such property within thirty (30) days of the offer, personal property shall be sold by that method which brings the highest price, whether that be private negotiation by the Administrator, or by advertising for sale by bid or by public auction, subject to approval of the Joint Board. Proceeds shall be divided pro-rate in accordance with the parties' share of the budget based on road mileage and transferred to the respective equipment reserve accounts.

B. Upon the termination of this agreement, or the withdrawal by one of the parties, property as herein before and hereinafter set forth shall be disposed of, "as is where is with all faults and without any warranties" as follows:

(a) Withdrawal of a Party

The withdrawing Party shall be provided the opportunity, by the non-withdrawing Parties, to purchase such property as the non-withdrawing Parties shall, in their

discretion, determine will not be needed by the non-withdrawing parties to continue their remaining highway department functions. Said property shall be offered for sale at its appraised fair market value or its mutually agreed upon market value, less the value of the withdrawing party's interest. If said withdrawing party fails to purchase said property, the non-withdrawing parties may either;

(1) keep said property and pay the withdrawing party its share of the above said value as hereinafter set forth, or

(2) offer said property for sale either by private negotiation by the administrator or by advertising for bid or by public auction subject to the approval of the non-withdrawal parties. The proceeds of the said sale less any costs of sale shall be paid to the parties as aforesaid and as hereinafter set forth.

(b) Termination of the Agreement

Upon termination of this Agreement the property shall be offered for sale in a closed auction setting attended by the duly authorized representative(s) of the Party Town(s) with each item or group of items being sold to the

highest bidder. Any property not disposed of by the aforementioned method shall be offered for public sale by any of the above mentioned methods, the proceeds of said sales to be distributed to the member Towns as hereinabove and hereinafter described.

- (c) All proceeds of sale or disposal of Highway Department Property on termination shall be divided in accordance with and up to the depreciated balance of the original investments, as shown in Appendix D. All proceeds, in excess of the depreciated balances shall be distributed to the parties pro-rata based on the weighted average of each party's agreed upon or approved share of the budget from the Fiscal year starting January 11, 1988, to the year of Termination.
- (d) Upon withdrawal of a party the mutually agreed fair market value or appraised value of the withdrawing parties interest shall be paid over to the withdrawing party by the non-withdrawing parties within 120 days of the effective date of withdrawal.
- (e) In the event property is purchased and sold or disposed of pursuant to this subsection, title to and possession of said property shall pass only upon the receipt by the selling party(ies)

of the purchase price and said purchase price shall be paid within 120 days of said termination or withdrawal. Should said purchasing party(ies) fail to make said payment within said 120 days, the selling party(ies) shall be free to dispose of said property in any other manner as set forth above. Time is agreed to be of the essence to the terms of this section.

- (f) Since a termination of this Agreement, if initiated by the parties, must be effective as of the end of a fiscal year, all operating expenses shall be paid in full for that year, any funds remaining in the Highway Equipment Reserve Accounts, and the Sand-Salt Shed Reserve Accounts shall be retained by each party.
- (g) Any financial interest arising from the acquisition of fire fighting trucks, tractors or tankers, shall, in the event of withdrawal by a party(ies) or termination of this Interlocal Agreement, be reimbursed to that withdrawing party(ies) by the surviving parties in said withdrawal Town(s) proportionate share based on the original cost less depreciation using a 10-year depreciation, but not less than the withdrawal Town(s) appropriate share of the

final residual value.

(h) Any other equipment such as office equipment including but not limited to computers, filing cabinets, and furniture shall be deemed to be owned jointly by the Towns, with their financial interest determined by the General and Administrative Cost Sharing percents. In the event of withdrawal by any members or dissolution of the Interlocal Agreement, the surviving Town or Towns shall refund the withdrawal Town(s) share of original cost using a 5-year depreciation on computer equipment and a 10-year depreciation on all other office equipment.

PART 3. PERSONNEL

3.1. EMPLOYING MUNICIPALITY

The municipality of Mapleton shall be the employer of all employees for purposes of payroll, withholding taxes, and health or retirement benefits and related functions. The employing municipality shall be solely liable to any such employees for any liability for compensation or indemnity for injury or sickness arising out of or in the course of their employment, provided the other parties agree to indemnify the employing municipality for their proportional share of any such liability in excess