

June 16, 2011

DRAFT

Heather Bushey, CFO
Planned Parenthood of Northern New England
183 Talcott Road, Suite 101
Williston, VT 05495

RE: **Payment for Services** agreement between the Town of Williston and
Planned Parenthood of Northern New England

Dear Ms. Bushey:

This letter is to serve as an agreement between Planned Parenthood of Northern
New England (“PPNNE”) and the Town of Williston (“Town”).

The properties affected under this agreement are:

- 1) File ID# 08-087-009.003 183 Talcott Road Suite 102
- 2) File ID# 08-087-009.005 183 Talcott Road Suite 106
- 3) File ID# 08-087-009.002 183 Talcott Road Suite 301

1. PPNNE will make Payment for Services in the amount of \$6,859.00 per year for these properties for the tax year 2011-2012. Payments will be made in 3 equal installments due August 15, November 15 and April 15 of each fiscal year.
2. If PPNNE makes substantial changes to the property during the year program (with a “substantial change” to be one that would affect the value of the property more than 10% in value), but the present use continues, the Payment for Services payment will be increased in proportion to the increase in the property’s value as a result of such substantial changes.
3. The Payment for Services agreement will be terminated if the use of the PPNNE property changes or if PPNNE leases or sells the properties notwithstanding the provisions of paragraph two. Upon termination of the agreement due to change in use or sale of the properties, the payment for that year will be prorated based on the number of days during the year in which the properties were covered under this agreement.
4. PPNNE and the Town make no claims as to the taxable status of the properties. The Town will list all properties owned by PPNNE as Tax-Exempt under 34 V.S.A. Section 3802(4) for the duration of the agreement. If PPNNE fails to make the Payment for Services payments

as scheduled, the Town reserves the right to list PPNNE properties as taxable.

5. The Town does not stipulate to the taxable status of PPNNE properties. PPNNE does not stipulate to the taxable status of the PPNNE properties.
6. This agreement is considered binding on both parties and upon payment under the terms outlined, will fulfill all PPNNE obligations for town services to the Town for fiscal year 2012.

As a representative for the Town of Williston, I agree to the terms set forth in this document.

Richard
McGuire _____ Dated _____

As a representative for Planned Parenthood of Northern New England, I agree to the terms set forth in this document.

Heather
Bushey _____ Dated _____