

**CONTRACT FOR SERVICES
SYSTEM OPERATOR
THOMPSON'S POINT WASTEWATER SYSTEM**

THIS AGREEMENT (hereinafter the "Agreement") is made this ___ day of December, 2016 (the "effective date") by and between the Town of Charlotte, a duly constituted Vermont Municipality (hereinafter "the Town"), and Steven J. Williams, D/B/A SJW Docks, LLC (hereinafter "Contractor").

Contractor desires to perform and assume responsibility and obligations for the provision of services as hereinafter described on the terms and conditions set forth herein.

The Town desires to contract for such services hereinafter described on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Town and Contractor agree as follows:

SCOPE OF SERVICES

Contractor will provide the following services in connection with the operation and maintenance of the Thompson's Point wastewater system:

A. January 1 – February 28 & November 16 – December 31

Monthly inspections of the Facility during the shut-down period

B. March 1 – November 15

1. Operation of the system in accordance with the requirements set forth in Indirect Discharge Permit # ID-9-0244, including but not limited to:

Operation of the system so that it will not result in surfacing of sewage;
Completion of an annual inspection of the entire collection system, including sludge levels in the septic tanks;
Reporting of failures;
Conducting effluent sampling and testing;
Groundwater and observation well monitoring
Re-circulating sand filter observation; and
Maintenance of written records supporting the completed operations and monitoring.

2. Operation and maintenance of the system in accordance with the requirements set forth in the Thompson's Point Operations and Maintenance Manual, including but not limited to:

Opening of the system in the Spring;

Maintenance of the collection system and treatment facility;
Monitoring of all systems;
All required record keeping;
Assist Engineer in the operation of the facility components required as part of the annual inspection
On-call service, 24 hours per day, 7 days a week;
Lawn care at Treatment Facility and mound disposal areas;
Shut-down of the system and winterization; and
Read water meters 3 times a year.

SERVICES TO BE PROVIDED BY TOWN OF CHARLOTTE

The following services are to be provided by the Town of Charlotte in a timely manner in order to control project costs and to enable the Contractor to perform the services set forth above:

Access to the project property.
Timely review of all submittals by the Contractor to the Town.
Provide one set of all appropriate project documents.
Payment for parts and materials required for the operation and maintenance of the system.
Payment for the pumping of septic tanks.

SCHEDULE

Contractor agrees to provide services outlined in the Scope of Services for a one-year period within the following time schedule:

January 1, 2017 – December 31, 2018

FEE AND METHOD OF PAYMENT

Contractor will complete the work outlined under Scope of Services for the lump sum price of \$49,212 for the one year period. Billing for the outlined services will be \$4,101.00 per month. Billings are due within 30 days, after which a 1.5% monthly interest charge and reasonable collection fees will be added to the unpaid balance.

In the event that the wastewater system is extended to serve additional lots on Lane's Lane during the 2017 operating season, the lump sum price will be increased by \$435 per lot that is connected to the system.

Any additional work outside the Scope of Services will be billed at the rate of \$55.00 per hour; billings for such work are to be rendered monthly for work completed to date and are due within 30 days, after which time a 1.5% monthly interest charge and reasonable collection fees will be added to the unpaid balance.

Unless it is an emergency, work on additional services shall not commence until the Town provides written authorization to proceed.

CONDITIONS

Assignment-Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in the Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Changes, modifications, or amendments in the terms, conditions and fees of this Agreement shall be written and signed by the duly authorized representatives of the Town and the Contractor.

Termination- The Town may terminate this Agreement at any time, with cause, upon giving the Contractor 30 calendar days written notice. The Town shall, within 60 days of termination pay Contractor for all services rendered and all costs incurred up to the date of termination. The annual lump sum fee shall be prorated over the 365 day period of each year's services, and the Contractor will be paid up to the date of termination.

The Contractor shall be responsible for all costs and expenses incurred relative to the Contractor, personnel of the Contractor, and subcontractors of the Contractor, in connection with the performance of the Services, including, without limitations, payment of salaries, fringe benefit contributions, payroll taxes, withholding taxes and other taxes or levies, office overhead expenses, travel expenses, telephone and other telecommunication expenses, and document reproduction expenses.

Before commencement of work, the insurance certificates testifying to coverage of workers' compensation, public liability, property damage and automobile liability insurance shall be submitted to the Town.

The Contractor agrees to perform the Services hereunder solely as an Independent Contractor. The parties to this Agreement recognize that this Agreement does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the parties. The Contractor is not authorized to enter into or commit the Town to any agreements, and the Contractor shall not represent themselves as the agent or legal representative of the Town. The Town shall not be liable for taxes, Worker's Compensation, unemployment insurance, employers' liability, employer's FICA, social security, withholding tax, or other taxes or withholding for or on behalf of the Contractor or any other person consulted or employed by the Contractor in performing Services under this Agreement. All such costs shall be Contractor's responsibility. The Contractor shall not be entitled to any remuneration, benefits, including without limitation any health or retirement plans, or expenses other than as specifically provided for in this Agreement, and each party hereby expressly waives any claim, whether now known or not now known and any claim hereafter accruing against the other party arising out of the operation of any applicable workers' compensation law.

The Contractor represents and agrees that the Contractor does not and will not discriminate against any subcontractor or employee of Contractor because of race, color, gender, sexual orientation, religion, creed, national origin, ancestry, age, marital status, or disabilities.

This Agreement and any and all issues arising hereunder or relating hereto shall be governed and construed according to the laws of the State of Vermont without reference to principles of conflicts of laws. In the event of any amendment or repeal of the governing law that alters the fundamental purpose and intent of this Agreement, the parties shall work in good faith to address any equitable issues that arise and maintain the central purpose of the Agreement. In the event that one or more components of this Agreement is deemed by a court of competent jurisdiction to be unenforceable, then it is the intention of the parties that such component be stricken, and the rest and remainder of the Agreement be enforced in accordance with the plain meaning of the language of the Agreement as if the stricken component had not ever been a part hereof.

NOTICES

All notices, requests, demands, claims and other communications (A "Notice") hereunder shall be in writing, addressed to the intended recipient as set forth below.

If to contractor:

Steven J. Williams
SJW Docks, LLC
PO Box 832
Shelburne, VT 05482

If to the Town:

Town Administrator
Town of Charlotte
PO Box 119
Charlotte, VT 05445

IN WITNESS WHEREOF the parties do hereby execute this Agreement as of this _____ day of December, 2016.

TOWN OF CHARLOTTE,
CHARLOTTE, VERMONT

Witness

BY: _____
Duly Authorized Representative

SJW DOCKS, LLC
SHELBURNE, VERMONT

Witness

BY: _____
Duly Authorized Representative