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AGREEMENT FOR SERVICES

This is an AGREEMENT between Saxtons River Village Corporation (OWNER) and the Bellows Falls Village Corporation (BFVC). Effective date of this AGREEMENT is July 1, 2014.

The OWNER wishes BFVC to provide services related to the operation of the facility which is described herein below; and in consideration of these premises and of the satisfactory performance by BFVC of the services hereinafter described and of payments to be made therefore, by the OWNER, BFVC and the OWNER do hereby agree as follows:

ARTICLE I - FACILITY DESCRIPTION

For the purposes of this Agreement the facility(s) which is owned by the OWNER and is to be operated by BFVC under the conditions of this AGREEMENT is described below:

Facility Location/Name: Saxtons River Wastewater Treatment Facility
Saxtons River, Vermont 05154

Type of Facility: Oxidation-Ditch

Design Flow/Capacity: .105 million gallons per day

Organic Loading: 175 # of BOD and TSS

ARTICLE II - SCOPE OF SERVICES

- A. CONCEPT OF OPERATION - BFVC will perform the services hereinafter stated which generally include the normal operation and maintenance of the OWNER's facility. Based upon the current facility characteristics, the estimated level of services is twenty-eight man-hours for operation and administrative time per week.
- B. PERSONNEL - BFVC will be responsible for hiring and employing qualified personnel to oversee operation of the OWNER's facility and shall pay all wages, salaries, and benefits of said personnel. BFVC has the exclusive responsibility under this contract for determining wages, benefits and other forms of compensation as well as the conditions of employment of all personnel employed by BFVC.
- C. EQUIPMENT PREVENTIVE MAINTENANCE -BFVC will set up and oversee a routine maintenance program for the facility as recommended in the equipment manufacturers' operation and maintenance manuals. This includes building and grounds, light snow removal, making minor repairs to equipment, building and grounds, maintaining inventory of spare parts, chemicals and routine supplies records on scheduled, unscheduled, corrective and emergency maintenance, equipment history tracking, records of repair costs, parts and labor, initial cost of equipment with vendors, and supplies list and expected life of equipment.

- D. EQUIPMENT REPAIR - The major repair of equipment is considered to be outside the direct scope of services provided under this contract. Non-routine repairs which necessitate an expense of less than \$500.00 will be undertaken by BFVC with the cost thereof being borne by the OWNER. Non-routine repairs which have an initial cost greater than \$500.00 shall not be undertaken without the written consent of the OWNER.
- E. LABORATORY TESTING - BFVC will perform routine laboratory tests associated with process control. Laboratory testing associated with NPDES discharge permit requirements will be undertaken by OWNER or a laboratory acting as a subcontractor to OWNER.
- F. REPORTS - BFVC will set up a record keeping system for the following reports:
1. Monthly reports will be sent to the EPA Permit and Compliance Division and State of Vermont.
 2. BFVC will prepare a capital improvement report by December 31st each year. This will allow for the Saxtons River Trustees to review the recommended capital improvements. BFVC will assist in recommendations for funding of any changes or reports.
- G. EMERGENCY SERVICES -BFVC will establish emergency procedures for answering mechanical and operational alarms during periods when the plant is unattended. Costs for emergency response for alarms and any subsequent repairs will be borne by the OWNER in addition to this contract.
- H. FINES -BFVC will pay for violations of the NPDES permit as part of the Contract operation if the violation is attributed to BFVC negligence. BFVC will assume the costs of fines if:
1. Plant influent was within design parameters, including but not limited to:
 - a) Hydraulic Load - both daily average and instantaneous peaks.
 - b) Organic/Solid Load - five day Biochemical Oxygen Demand, suspended solids, and septage received.
 2. Non-compliance is not caused by toxic or other detrimental influent characteristics
 3. All equipment is functioning normally and there is no major capital equipment malfunction which the OWNER has not agreed to repair per the recommendation of BFVC.
 4. The same is not caused by an act of God.
- BFVC reserves the right to contest those fines that may be levied for non-compliance.
- I. CERTIFICATION - BFVC represents and covenants that all operators in the facility will have provisional certifications or be certified in the State of Vermont.

- J. COMPLIANCE - BFVC agrees to operate the facility in full compliance with all present State and Federal Statutes and Regulations.
- K. HEALTH AND SAFETY - BFVC will set up programs to comply with the current VOSHA regulation which will include the following: Lockout tag out procedures, Right-to-Know, Confined Space, Electrical Safety, First Aid, Fire Prevention, Material Handling, Protective Wear, Lifting Safety, and Record Keeping.

ARTICLE III - COMPENSATION

- A. GENERAL - BFVC shall charge for all services requested by the OWNER and rendered by BFVC in connection with the treatment facility in strict accordance with the conditions set forth in this AGREEMENT.

The charges made by BFVC under this AGREEMENT and the payment of said charges by the OWNER shall constitute full compensation for all expenses incurred by BFVC in connection with the services rendered including F.I.C.A. taxes, Federal and State employment taxes, costs in connection with employee benefits, office expenses, the general cost of doing business.

The contracted cost for basic operation and maintenance of the Saxtons River Wastewater Treatment Facility in accordance with this AGREEMENT is as follows:

Year 1:	July 1, 2014 thru June 30, 2015	\$ 51,863
Year 2:	July 1, 2015 thru June 30, 2016	\$ 53,419
Year 3:	July 1, 2016 thru June 30, 2017	<u>\$ 55,022</u>
	Total Contract:	\$ 160,304

ARTICLE IV - TIME AND METHOD OF PAYMENT

BFVC will make monthly application for payment for the work completed under this AGREEMENT. Additional services will be billed separately at the time of completion. The

OWNER shall promptly review and process the monthly applications and shall make payment to BFVC on a monthly basis.

If the OWNER does not make payment to BFVC within sixty (60) days after receipt of BFVC's bill, the amount due BFVC shall include a charge of 1-1/2% per month, computed from the sixtieth (60) day.

ARTICLE V - PERIOD OF SERVICE

BFVC shall begin work under this AGREEMENT on July 1, 2014 and the contract shall remain in effect through June 30, 2017.

ARTICLE VI - INSURANCE

- A. WORKERS COMPENSATION - BFVC shall provide workers compensation insurance for all employees providing services under this AGREEMENT.
- B. GENERAL LIABILITY - BFVC shall provide comprehensive general liability insurance to cover bodily injury or property damages resulting from negligent performance of the services included in this AGREEMENT. The limits of liability shall be \$5,000,000 for bodily injury and \$1,000,000 for property damages. The OWNER shall maintain comprehensive general liability to cover bodily injury or property damage resulting from the operation of the facility. The owner's limits of liability shall be \$5,000,000 for bodily injury and \$1,000,000 for property damages.

ARTICLE VII - HOLD HARMLESS

BFVC will not be liable for any part of the facility in total or in part which is rendered defective, due to Acts of God, vandalism, civil disturbance, or misuse by persons other than BFVC personnel; nor will BFVC be liable for any property damage or personal injury resulting from such defective facility.

BFVC and the OWNER each to the other shall, but only to the extent of their respective insurance coverage, indemnify, defend, and save the other harmless from all direct loss, cost, expense, damage, or judgment directly resulting from their respective negligent acts or omissions (including acts or omissions of their agents and employees) resulting in injury to person or property. BFVC shall be liable for any consequential or indirect damages up to the extent of its insurance coverage.

ARTICLE VIII - ADDITIONAL WORK

If, during the term of this AGREEMENT, the scope or character of the work is changed substantially, or if the period of service is increased substantially due to circumstances beyond the control of BFVC, and if such changes thereby increase the work to be performed by BFVC, an additional fee shall be paid to BFVC. The additional work and the compensation therefore shall be provided for in a written amendment to this AGREEMENT, said amendment to be negotiated by the OWNER and BFVC.

ARTICLE IX - OWNER'S RESPONSIBILITY

- A. The OWNER shall be responsible for the cost involved in repairing any breaks and/or damages to the collection system and facility, unless due to BFVC neglect.
- B. The OWNER shall obtain all necessary local, State and Federal permits and approvals for the operating of the facility.
- C. The OWNER shall provide all "risk" property insurance for the facility.

- D. The OWNER shall give BFVC reasonable notice before additional connections are to be made to the system.
- E. The OWNER shall designate in writing a person to act as the OWNER's representative with respect to the services to be rendered under this AGREEMENT.

Such person shall have complete authority to transmit instructions, receive information, interpret and define the OWNER's policies and decisions with respect to materials, equipment and other items pertinent to BFVC's services.
- F. The OWNER shall be responsible for the cost of electricity or other power required to operate the facility.
- G. The OWNER shall pay for preventive maintenance supplies including paints, primers, oils, greases, and chemical supplies, etc.
- H. The OWNER shall provide for disposal of rags, grit, sludge and trash at the wastewater facility.

ARTICLE X - SUCCESSORS AND ASSIGNS

The OWNER and BFVC each binds itself, its partners, successors, executors, administrators and assigns to the other party of the AGREEMENT and to the partners, successors, executors, administrators and assigns, for such other party to all covenants of this AGREEMENT.

Except as above, neither the OWNER nor BFVC shall assign, sublet or transfer its interest in this AGREEMENT without the written consent of the other party hereto.

Nothing in this article shall prevent BFVC from employing such independent consultants, associates and subcontractors as it may deem appropriate to assist in the performance of the services of this AGREEMENT.

ARTICLE XI - TERMINATION

Either party may terminate this AGREEMENT, in whole or in part, in writing if the other party substantially fails to fulfill its obligations under this AGREEMENT through no fault of the terminating party. However, no such termination may be effected unless the other party is given (a) not less than ninety (90) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate and (b) an opportunity for consultation with the terminating party before termination.

Upon such termination, the OWNER shall pay BFVC for all work completed and all costs incurred prior to the effective date of their termination.

ARTICLE XII - RIGHT OF OWNERSHIP

Any equipment provided by BFVC which is required for the performance of the services under this AGREEMENT but not equipment which is a part of the facility, shall be considered and remain the property of BFVC upon termination of this AGREEMENT.

SAXTONS RIVER VILLAGE CORPORATION

BY: *Louise F. Luring*
Louise Luring, Chairperson

6/16/14
Date

BELLOWS FALLS VILLAGE CORPORATION

BY: *Willis D. Stearns II*
Willis D. Stearns, II, Municipal Manager

June 11, 2014
Date