



**Water System Operators, Inc.**  
405 Flanders Road  
Post Office Box 69  
Henniker, NH 03242  
Phone: 603 428 3525  
Fax: 603 428 3764

February 12, 2014

Commissioners  
Emerald Lake Village Water District  
PO Box 2217  
Hillsboro, NH 03244

Dear Commissioners,

Enclosed please find our proposal for operating the District's water system for 2014. If you find all in order please have the Board sign both copies and return one to us. If the Board would like to meet to discuss anything let me know.

We appreciate our relationship with the District in the past and look forward to the coming year. Please feel free to contact me with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Joseph P. Damour".

Joseph P. Damour, President

**PROPOSAL**  
February 12, 2014  
Emerald Lake Village Water District

**Scope of Services**

**Operation of Water Treatment and Distribution and Wastewater Collection and Treatment Facilities**

**1. Buildings & Grounds**

Water System Operators, Inc., shall monitor building conditions of the Owner including but not limited to security, structural soundness, weather tightness, heat, insects and rodents excepting such conditions that may be contracted with others. All supplies, materials and parts required to maintain the buildings will be charged to the Owner in accordance with the Agreement.

The Owner shall be responsible for snow removal and maintenance of the walkways, roadways and driveways to the facilities and provide access at all times

**2. Water System**

Water System Operators, Inc., shall provide for the routine maintenance and emergency repair of the Water Facilities of the Owner, including but not limited to: pumping and boosting equipment, piping, valves, controls, wiring and monitoring equipment. The labor to remove and reinstall original or same as original equipment for repair and contractors and machinery necessary for major repairs, design changes or improvements shall be the responsibility of the owner.

Non-emergency water leaks and repairs in the Owner's water system will be repaired within a reasonable time frame to be mutually agreed to between Water System Operators, Inc. and the Owner. This time frame will take into consideration the weather, ground conditions, contractor, material and repair parts availability and the severity of the leak. In all cases an effort to schedule and repair them as soon as possible will be made. The Owner will be responsible for the cost of all labor to locate the leak, for all materials to repair the leak and contractors as may be necessary for excavation to repair the leak.

Emergency leaks will be repaired as soon as practical. It is intended that repairs of all emergency leaks will be started immediately and will be completed and water service restored within 24 hours. Only because of extenuating circumstances such as being unable to locate the leak, equipment break down, lack of repair parts, weather, dangerous condition or other unavoidable reasons will the repair take longer. Water System Operators, Inc. will continue to work until the leak has been located and repaired. An emergency leak is a leak that is causing one or more customers to be out of water or there is the imminent danger of one or more customers to be out of water. The Owner will be responsible for the cost of all labor to locate the leak, for all materials to repair the leak and contractors as may be necessary for excavation to repair the leak.

Water System Operators, Inc. will maintain and or replace the electrical controls as necessary to keep the system up and running. The Owner will be responsible for the cost of labor, materials, contractors and equipment needed for the repair and or replacement of the electrical controls, pumps, wells, pump houses, water storage and distribution system.

New water services will be extra work. The Owner will be responsible for the labor of coordinating the installation with the owners and various contractors, labor to gather materials needed for the installation and all costs associated with installing the new services.

All labor that is provided by Water System Operators, Inc. to the Owner that is considered extra under this proposal will be charged at the following rate:

Each Operator	\$65.00 per hour	
Minimum fee per Operator per service of 15 minutes or less		\$65.00
2 hour per Operator minimum fee per service of 15 minutes to 2 hours duration		

### 3. Treatment Byproducts

Water System Operators, Inc. shall provide all labor to operate the existing Treatment systems that pertain to the operation of the Owner's Water System. The Owner shall provide a place, and be responsible, for final disposal of all by-products of any Treatment systems. Extra work required by private haulers disposing to the Town's facilities may be subject to additional charges at our current rates.

### 4. Scheduled Maintenance

Water System Operators, Inc. shall regularly inspect all equipment which requires scheduled maintenance service and shall perform all work necessary in accordance with the manufacturer's recommendations or maintenance procedures in accordance with standard practice.

### 5. Inspections

Water System Operators, Inc. will make daily inspections of the Owner's water facilities. They will record on a check sheet the date, time, flow and hours pumped if available. Due to extenuating circumstances such as inclement weather or frozen locks up to ten missed inspections per year will be allowed. It is intended that every effort will be made to not miss any inspections.

### 6. Treatment

Water System Operators, Inc. may apply such water treatment techniques and materials as are permitted under the applicable regulatory authority. The determination of the need, type and extent of water treatment shall be in the sole authority of Water System Operators, Inc. and shall be subject only to superior state or local authority. Water System Operators, Inc. shall keep

accurate records of all water treatment applied to the system, identifying the date, time, location of each treatment together with a description and amount of all materials used.

#### 7. Sampling

Water System Operators, Inc. shall collect all samples necessary, have them analyzed and complete and submit reports as required by the State of NH, DES or applicable regulatory authority. The owner shall be responsible for all laboratory fees. A copy of any notification as may be required by the State of NH DES will be forwarded to the Owner who will in turn copy and distribute the notice as required by the State of NH DES rules.

#### 8. Reports

Water System Operators, Inc. will make reports and communicate with the New Hampshire Department of Environmental Services (NHDES) as required. We will also attend mutually scheduled meetings with the Owners and Public.

#### 9. Supervision of Work

All work performed by other contractors will be supervised and recorded by Water System Operators, Inc.

#### 10. Available to Consultants

Water System Operators, Inc. shall be available up to 5 hours per year to any professional consultants that the Owner may contract with. We will provide information concerning the system and work with them in the best interest of the Owner. Work beyond 5 hours per year will be billed at our current rates.

#### 11. Budget Preparation:

Water System Operators, Inc. shall assist the Owner in the preparation of annual budgets. This may be a review of all events for the past year. A projection of future needs with recommendations of priorities may be provided based on our current rates.

#### 12. Laboratory

Water System Operators, Inc. will perform the routine operation and maintenance of all necessary lab equipment for reporting and process control analysis. All existing lab equipment shall remain the property of the Owner and the Owner shall provide all equipment and lab supplies necessary to operate the plant. The cost of purchasing and maintaining the lab equipment shall be the responsibility of the Owner.

#### 13. Discharge Permit

Water System Operators, Inc. will operate the Owner's system, within design parameters and capabilities, to comply with existing permits. Changes to the permits are subject to additional charges in accordance with the agreement.

14. Meter Repair

Water System Operators, Inc. will replace all defective meters and insure their proper repair. The cost of the repair to the meters and replacement meters shall be the responsibility of the owner.

Owner Responsibilities

1. Electrical expense.
2. Snow removal
3. Maintain Roadway to Plant.
4. Cost, including hauling, and suitable location for final sludge, grit and scum disposal.
5. Chemicals.
6. Facility Insurance.
7. Payroll of Owner's officers and employees.
8. All other expenses not covered by this proposal.
9. Provide access to all records and data pertaining to both facilities.
10. Cost of all materials used for repairs under the terms of this proposal.
11. Provide a contact person to represent the Owner for emergency situations who is given authority to act on behalf of the Owner.
12. Budget for system upgrades.
13. Vehicle fuel and repair
14. Heating expense
15. Operational Budget
16. Cost of purchasing and maintaining lab equipment.
17. Any costs associated with frozen lines and other acts of nature

**COSTS OF OPERATING THE SYSTEM**

We are prepared to perform the operation of the Emerald Lake Village Water District Water System with the above conditions. This proposal is for a twelve (12) month contract of \$59,328.00. Water System Operators, Inc. will bill The Emerald Lake Village Water District for \$4,944.00 monthly and due within 25 days of billing date. There are interest charges on all outstanding bills of One and One-Half percent per month, Eighteen percent per year.

## AGREEMENT

This Agreement ("Agreement") is made on January 1, 2014 by and between Water System Operators, Inc. (the "Company"), Henniker, New Hampshire 03242, and the Emerald Lake Village Water District, Hillsboro, New Hampshire 03244 (the "Owner").

- A. The Company has a background in the operation of Water and Wastewater systems and is willing to provide services based upon this background.
- B. The Owner desires to have services provided by the Company.

Therefore, the parties agree as follows:

1. **Description of Services:** Beginning on January 1, 2014 the Company will provide the following services, (collectively the "Services"): Operation of the Water and Wastewater Systems for the Owner, to include services contained in the attached proposal dated February 12, 2014.
2. **Performance of Services:** The manner in which the services are to be performed and the specific hours to be worked by the Company shall be determined by the Company. The Owner will rely on the Company to work as many hours as may be reasonably necessary to fulfill the Company's obligations under this Agreement.
3. **Payment to Company:** The Owner will pay a fee to the Company based upon \$4,944.00 per month for services provided by the Company. This amount shall be payable monthly, no later than the 25th day of the month during the period in which the services are performed. Under termination of this Agreement, payments under this paragraph shall cease; provided, however, that the Company shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which the Company has not yet been paid.
  - a. **Accounting:** The Owner shall maintain records in sufficient detail for purposes of determining the amount of the payment. The Owner shall provide to the Company a written accounting that sets forth the manner in which the payment was calculated.
  - b. **Right to Inspect:** The Company, or the Company's agent, shall have the right to inspect the Owner's records for the limited purpose of verifying the calculations of the payments, subject to such restrictions as the Owner may reasonably impose to protect the confidentiality of the records. Such inspections shall be made during reasonable business hours as may be set by the Company.
4. **Expenses of Company.** The Company shall be entitled to reimbursement from the Owner for all materials purchased for the operation and repair of the water and/or wastewater systems at Ten

- percent (10%) over cost. The Owner shall provide a budget for normal operational expenses they are required to provide.
5. **New Project Approval.** The Company and the Owner recognize that the Company's services will include working on various projects. The Company shall obtain the approval of the Owner prior to the commencement of a new project.
  6. **Term/Termination.** This Agreement shall terminate automatically on December 31, 2014.
    - a. **Mutual Termination:** All provisions of this Agreement shall become null and void if termination is made in writing and is signed by both parties.
    - b. **One Party Termination.** Either party may terminate all provisions of this Agreement by giving a Notice of Termination in writing to the other party. In such an event, a full termination of this Agreement shall occur sixty days after being delivered.
  7. **Relationship of Parties.** It is understood by the parties that the Company is an independent contractor with respect to the Owner, and not an employee of the Owner. The Owner will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Company.
  8. **Gratuities.** The Company shall not give gifts or provide entertainment or any other personal favor to (or accept such items from) any person or organization with whom the Owner may have or is likely to have any business dealings.
  9. **Company's Employees.** The Company's Employees, if any, who perform services for the Owner under this Agreement, shall be bound by the provisions of this Agreement. At the request of the Owner, the Company shall provide adequate evidence that such persons are the Company's employees.
  10. **Injuries to Company.** The Company acknowledges the Company's obligation to obtain appropriate insurance for the benefit of the Company (and the Company's employees, if any). The Company waives any rights to recovery from the Owner for any injuries that the Company (and/or the Company's employees) may sustain while performing services under this Agreement and that are the result of negligence of the Company or the Company's employees.
  11. **Indemnification of Owner.** The Company agrees to indemnify and hold the Owner harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against the Owner that result from the acts or omissions of the Company, the Company's employees, if any, and the Company's agents.
  12. **Indemnification of Company.** The Owner agrees to indemnify and hold the Company harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against the Company that result from the acts or omissions of the Owner, the Owner's

employees, if any, and agents, (other than the Company or the Company's subcontractors), of the Owner.

13. **Assignment.** The Company's obligations under this Agreement may not be assigned or transferred to any other person, firm or corporation without prior written consent of the Owner.
14. **Return of Records.** Upon termination of this Agreement, the Company shall deliver all records, notes, data, memorandum, models and equipment of any nature that are in the Company's possession or under the Company's control and that are the Owner's property or relate to the Owner's business.
15. **Entire Agreement.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreement between the parties.
16. **Amendment.** This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.
17. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforces as so limited.
18. **Waiver of Contractual Right.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
19. **Notices.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:



Owner: Emerald Lake Village Water District  
Post Office Box 2217  
Hillsboro, NH 03244

Company:  
Water System Operators, Inc.  
Post Office Box 69  
Henniker, New Hampshire 03242

Such addresses may be changed from time to time by either party by providing written notice in the manner set forth above.

20. Applicable Law. This Agreement shall be governed by the laws of the State Of New Hampshire.

Agreed this 7<sup>th</sup> day of August, 2014

Company: Water System Operators, Inc.

By: Joseph P. Damour  
Print Name Joseph P. Damour

Owner: Emerald Lake Village Water District → Water Commissioners

By: John Hancock  
Print Name John Hancock, Chair

By: Denise DeForest  
Print Name Denise DeForest

By: Martha Casen  
Print Name Martha Casen