



Department of Buildings and Facilities
Town of Hinesburg
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CONSECUTIVE WATER SYSTEM AGREEMENT

Hinesburg Water Department / Sunset Lake Villa/Mortimer Kaufman

Under the conditions of the following agreement and in consideration of the obligations set forth below, the Hinesburg Water Department agrees to give certification to the Vermont Water Supply Division on behalf of Mortimer Kaufman, owner of the Sunset Lake Villa Mobile Home Park (SLVMHP) in their “Consecutive System Exemption” application.

The Hinesburg Water Department (HWD) and Mortimer Kaufman (OWNER) agree to the following:

1. The HWD shall include the SLVMHP in its water quality sampling plans, and shall be responsible for conducting water sampling/testing in a manner as to ensure the water quality within the Park. This regular sampling/testing will be the responsibility of the HWD. In the event of water quality issues arising from causes within the SLVMHP water system infrastructure, OWNER shall be responsible for any necessary sampling, testing, repairs, excavation, and construction to return the system to a positive state of compliance.
2. The HWD shall provide Consumer Confidence Reports to the individual SLVMHP users.
3. The HWD shall provide public notice to the individual SLVMHP users in the event a violation of a drinking water contamination standard exists or if the Secretary of the Agency of Natural Resources determines that a condition exists that may present a risk to public health.
4. OWNER shall be responsible for the maintenance, repair and effective operation of the SLVMHP water system infrastructure. Said infrastructure shall be defined as all components of the Park’s water system beyond the main valve located at the inlet side of the meter pit located on the northerly side of the Richmond Rd. OWNER is responsible for everything past the inlet valve in this meter pit, including the meter itself.
5. OWNER shall provide the HWD with a list of names and addresses for all water system users within the park and shall be responsible for providing changes to this list as they occur.

6. OWNER shall flush the water mains within the Park at a time and frequency that coincides with the HWD water main flushing schedule.
7. The HWD shall have the discretionary option of withdrawing from this Agreement at any time for any reason or for no reason at all and thereby immediately concluding its obligations. In the event of such a withdrawal, HWD shall promptly notify the Vermont Water Supply Division and OWNER in writing by certified mail-return receipt requested.
8. OWNER shall indemnify and hold harmless the Town of Hinesburg and HWD with regard to any liability based upon the condition of SLVMHP's water system or any contamination of the water after it has entered said system. OWNER shall provide proof of liability insurance of said obligation to the Town and HWD and shall maintain said insurance throughout the duration of this agreement.
9. OWNER may terminate this Agreement, in whole or in part, in writing if HWD substantially fails to fulfill its obligations under this Agreement. However, no such termination may be effective, unless OWNER gives: (1) not less than sixty (60) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (2) an opportunity for consultation before termination.
10. Notices to the HWD shall be mailed to: Hinesburg Water Dept., 10632 Route 116, Hinesburg, VT 05461.
Notices to the OWNER shall be mailed to:

Dated: _____, 2013

Hinesburg Selectboard

Dated: _____, 2013

Sunset Lake Villa Mobile Home Park

By: _____
 Owner