

Memo

TO: Selectboard, Trevor Lashua, Erik Bailey
From: Rocky Martin 
Date: November 26, 2014
RE: Consecutive Water Agreement, Triple L Mobile Home Park

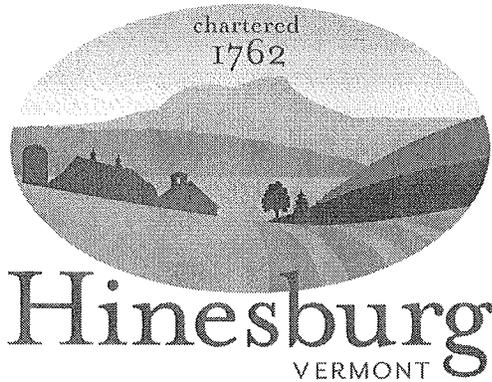
Triple L Mobile Home Park has petitioned the State for a Consecutive System Exemption which requires Town approval.

Some background info: The Town supplies water to three mobile home parks, Triple L, Sunset Lake Villa and Mountain View. The State allows Consecutive Systems to apply for an Exemption from sampling/reporting requirements if the supplier agrees. In May 2012 we approved an exemption for Mountain View and one for Sunset Lake Villa in January 2013. As a prerequisite in each case we have signed an agreement to make it crystal clear what the Town and mobile home parks are separately responsible for.

What the agreement includes: It states that the Consecutive system is responsible for maintenance/repair of infrastructure within the park- no added responsibility on part of Town. It states that we include the Consecutive system in our water quality sampling plans-we don't have to test within the park but verify that testing occurs close to the park. It says we provide annual Consumer Confidence Reports and any notices of violations directly to park residents by mail.

Bottom line: We already do water quality testing in close proximity to Triple L, no additional costs. Agreement says they supply names and addresses to send out CCR's, minimal additional postage. Agreement outlines they will flush water lines within the park when we flush twice a year; they usually do anyway. Overall benefits are less cost to Triple L for sampling/reporting which will help keep lot rents affordable, and better water quality within the park with routine flushing.

Recommendation: Bud Allen has reviewed and approved the Agreement; recommend the Selectboard sign the Agreement which approves the Exemption request.



Department of Buildings and Facilities
Town of Hinesburg
10632 Rte 116
Hinesburg, VT 05461
www.hinesburg.org
hinesburgpw@hinesburg.org
802.482.2281x229

CONSECUTIVE WATER SYSTEM AGREEMENT

Hinesburg Water Department / Triple L Mobile Home Park, Owners Shipsevin LLC (Lowell and Kevin Spillane)

Under the conditions of the following agreement and in consideration of the mutual obligations set forth below, the Hinesburg Water Department agrees to give certification to the Vermont Water Supply Division on behalf of Lowell and Kevin Spillane as Shipsevin LLC, owners of the Triple L Mobile Home Park (TLMHP) in their "Consecutive System Exemption" application.

The Hinesburg Water Department (HWD) and Shipsevin LLC (Lowell and Kevin Spillane) (OWNER) agree to the following:

1. The HWD shall include the TLMHP 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 TLMHP 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. Upon notice from State of VT Drinking Water and Groundwater Protection Division of any and all water quality complaints within TLMHP, OWNER shall promptly investigate and correct any needed deficiencies including water quality sampling, testing, main flushing or infrastructure repairs.
2. The HWD shall provide Consumer Confidence Reports to the individual TLMHP users, as shown on the list provided by OWNER pursuant to Section 5.
3. The HWD shall provide public notice to the individual TLMHP users, as shown on the list provided by OWNER pursuant to Section 5, 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 TLMHP water system infrastructure. Said infrastructure shall be defined as all components of the Park's water system beyond the main valves located at the southwest corner of the intersection of Richmond Rd and Hillview Terrace. OWNER is responsible for everything past the main valves, including the meter manhole and meters.

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. Annually, prior to mailing Consumer Confidence Reports, Owner shall provide the HWD with mailing labels for all residents.
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 State of VT Drinking Water and Groundwater Protection 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 TLMHP'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: Lowell and Kevin Spillane, Shipsevin LLC, 334 Tamarack Shores, Shelburne, VT 05482

Dated: _____, 2014

Hinesburg Selectboard

Dated: _____, 2014
Triple L Mobile Home Park

By: _____
Lowell Spillane

Title, Shipsevin LLC

Kevin Spillane

Title, Shipsevin LLC