

Council Minutes

January 6, 2025

A duly warned meeting of the Newport City Council was held on January 6, 2025 in the council room in the Newport Municipal Building. Present were Mayor Linda Sullivan, Council President Chris Vachon, Council Members Kevin Charboneau, Clark Curtis, Rick Ufford-Chase, City Clerk/Treasurer James D. Johnson, Dennis Beloin, Tom Bernier, Mike Brown, Frank Cheney, Kevin Lacoss, Andrew Carbine, members of the Press and Public.

Mayor Sullivan called the meeting to order at 6:00 Pm.

Additions/Deletions to the Agenda

Mayor added appointment of Liaison to the State Ethics Committee.

Consent Agenda

Mr. Vachon moved to approve the consent agenda. Seconded by Mr. Charboneau, motion carried unanimously.

Appointment to State of Vermont Ethics Committee

Mr. Vachon moved to have the Department Heads check with employees to see if anyone is interested. If no is interested then Rick Ufford-Chase will be appointed Liaison to the State Ethics Committee. Seconded by Mr. Charboneau, motion carried unanimously.

Telephone/Internet Contracts

Mr. Vachon moved to approve the contracts with Comcast for telephones and internet and authorize the Mayor to sign the contracts. Seconded by Mr. Curtis, motion carried unanimously.

Playground Structures Material Request

Mr. Bernier updated the council on the playground project. He would like to add some structures to the playground as a surprise for the public. Mr. Vachon moved to approve the additional structures pending any issues with the DRB, Flood Plane and Soil Remediation. Seconded by Mr. Charboneau, motion carried unanimously.

Powers Guaranteed Services Contract

Mr. Bernier presented a contract with Powers Guaranteed Services for generators and load bank. Mr. Charboneau moved to approve the contract with Power Guaranteed Services and authorize the Mayor to sign the contract. Seconded by Mr. Curtis, motion carried unanimously.

Newport Sias Ave. Waterline 2025 Priority List Application

Mr. Vachon moved to authorize Mr. Bernier to sign the 2025 Project Priority List application with the state. Seconded by Mr. Charboneau, motion carried unanimously.

Midway Contract

Mr. Brown noted this is for the Carnival at Gardner Park from May 29, 2025 to June 1, 2025. Mr. Vachon moved to approve the contract with Midway and authorize the Mayor to sign the contract. Seconded by Mr. Curtis, motion carried unanimously.

Appraisal Contract

Mr. Cheney updated the council on the negotiation on the appraisal contract. Attorneys are reviewing the contract. Mr. Vachon moved to put the contract on the next meeting agenda. Seconded by Mr. Ufford-Chase, motion carried unanimously.

Horizons Contract – 3-Acre sites

Mr. Vachon moved to approve and authorize the Mayor to sign the contact. Seconded by Mr. Curtis, motion carried unanimously.

Evaluation of City Employee – Executive Session 1 V.S.A. 313(a)(3)

Mr. Vachon moved to enter into executive session for employee valuation and invite the Recreation director into the session. Seconded by Mr. Curtis, motion carried unanimously.

No action.

Attorney Client Communications Regarding Personnel Matters- Executive Session

1 V.S.A. 313(A)(1)(F)

Mr. Vachon moved to find that premature general public knowledge of the city's attorney-client communications would clearly place the council at a substantial disadvantage by disclosing city's privileged attorney-client communications and potentially waiving said privilege. Seconded by Mr. Charboneau, motion carried unanimously.

Mr. Curtis moved to enter into executive session to discuss confidential attorney – client communications with the city attorney for the purpose of providing professional legal services and invite the city attorney into executive session pursuant to 1 V.S.A. 313(a)(1)(F). Seconded by Mr. Vachon, motion carried unanimously.

No action.

Mr. Ufford-Chase moved to approve the employee status change adjustment as recommend by the Recreation Department. Seconded by Mr. Vachon, motion carried unanimously.

Interviews for Financial Administrative Position – Executive Session 1 V.S.A. 313(a)(3)

Mr. Vachon moved to enter executive session to interview for position of Staff Accountant. Seconded by Mr. Ufford-Chase, motion carried.

Mr. Vachon moved to amend the motion to read interview for Financial and Office Administrator. Seconded by Mr. Curtis, motion carried unanimously.

No action.

Interviews for the Fire Fighter Administrative Position _ Executive Session 1 V.S.A. 313 (a)(3)

Mr. Vachon moved to enter executive session to interview candidates for Fire Fighter Administrative position and invite the candidates and Fire Dept. Representatives into executive session. Seconded by Mr. Charboneau, motion carried unanimously.

No action.

Mr. Ufford-Chase moved to authorize the Mayor to negotiate with the candidate for the Fire fighter Administrative position. Seconded by Mr. Vachon, motion carried unanimously.

Initial Budget and other Financial Information

Mayor Sullivan noted she had been meeting with the Dept. heads to finalize the proposed budget. She will schedule a Special Meeting next week to present the budget to the council.

There has been solicitation to local business asking for money, this has stopped.

Single Audit info has been submitted.

The city is still dealing with Public Records requests.

Comments by the Public

Ann Chiarello commented on the budget process

Jennifer Hopkins commented on the Personnel Policy, the audit and the budget process.

New Business

None

Old Business

Liaison positions have been assigned. Mayor - Fire Dept., Ufford-Chase - Police Dept., Charboneau - Public Works, Vachon - Recreation, and Curtis - Zoning.

Next Meeting Date

Mr. Curtis moved to set the next meeting for January 27, 2025. Seconded by Mr. Vachon, motion carried unanimously.

Adjournment

Mr. Charboneau moved to adjourn at 9:55 PM. Seconded by Mr. Curtis, motion carried unanimously.

Attested _____ This _____ Day of January 2025

_____ Mayor



Mailing Address:
 Powers Guaranteed Services
 PO Box 10005
 Swanzey, NH 03446
 www.powersguaranteed.com

Service Locations:
 Concord & Swanzey, NH
 Norwood, MA
 Oxford, CT
 Toll Free: (800) 853-7202

Payment Terms:

You will be invoiced after each service visit; payment is due upon receipt of invoice. Any additional work outside of standard PM Service such as repairs, replacement parts and any emergency service calls, will be billed separately. Prices do not include sales tax. Any non-PM services are subject to an environmental service charge. Any service visits not covered by this PM agreement are subject to a minimum onsite labor charge of 2 hours. Finance charges in the amount of 1.5% will be assessed on past due invoices.

PM Agreements are valid for a minimum of 12 months and are subject to rate changes (such as a cost increase in oil or materials) Powers Guaranteed Services reserves the right to increase fees to cover the costs. PM agreements are also subject to cancellation with 30 days written notice from either party. All previous contracts are void once this agreement is executed or received or after 30 days of agreement date. Regular rates: Mon- Fri 7am-4pm and greater than 48-hours response time. Emergency rates apply Mon - Fri 4pm-7am and/or if a 48-hour response time is required.

Our Unmatched Performance Guarantees

Guarantee	Overview	If we fail to perform...
15-Minute Emergency Call Back	We guarantee to return any emergency calls within 15 minutes, no matter the time of day or night	Waive the Trip Charge
One-Trip Diagnosis	We guarantee we will accurately diagnose and propose a solution for your generator repair on our first trip	Refund (via credit on the account) the service call(s) prior to proper diagnosis
Two-Hour Response	We guarantee to be enroute within 2 hours of the original emergency call/request	Waive the Trip Charge
We guarantee our workmanship for life (parts, materials and components revert to the manufacturer's warranty policy)		

Major PM Service Checklist

1. Replace lubrication oil
2. Replace lubrication oil filter
3. Replace spark plugs
4. Check radiator, hoses, etc. for leakage and pliability
5. Replace fuel filters
6. Check unit for fuel or oil leakage
7. Check and adjust fan and governor belts
8. Service battery, add water, clean posts, check specific gravity
9. Service air filter (replacement not included)
10. Check AC output (voltage)
11. Check engine speed/frequency
12. Wipe down outside of generator and engine
13. Conduct safety shut down checks (oil pressure, over speed, high temperature, etc.)
14. Check ignition system
15. Check charging rate of battery charger
16. Coolant testing (liquid cooled generators only)
17. Submit report of inspection with any recommended repairs
18. Inspect transfer switch for proper operation, check connection and settings (if accessible)
19. Simulate power failure, check operation (with permission of owner/representative)

Minor PM Service Checklist

1. Check lubrication oil
2. Check lubrication oil filter
3. Check spark plugs
4. Check radiator, hoses, etc. for leakage and pliability
5. Check fuel filters
6. Check unit for fuel or oil leakage
7. Check and adjust fan and governor belts
8. Service battery, add water, clean posts, check specific gravity
9. Service air filter (replacement not included)
10. Check AC output (voltage)
11. Check engine speed/frequency
12. Wipe down outside of generator and engine
13. Conduct safety shut down checks (oil pressure, over speed, high temperature, etc.)
14. Check ignition system
15. Check charging rate of battery charger
16. Coolant testing (liquid cooled generators only)
17. Submit report of inspection with any recommended repairs
18. Inspect transfer switch for proper operation, check connection and settings (if accessible)
19. Simulate power failure, check operation (with permission of owner/representative)

MIDWAY CONTRACT

-for-

The City of Newport, VT

May 29th - June 1st, 2025

This contract is a binding agreement between **MILLER AMUSEMENT CO.** of Webster, New Hampshire and their sponsor, **THE CITY OF NEWPORT, VT**, for the purpose of providing a midway consisting of amusement rides, food, and games for the above named event.

SPONSOR agrees to provide the following:

- * Adequate grounds to facilitate equipment.
- * Police (if required by town ordinance)
- * All city/town permits (if required)
- * Drinkable water supply hook-up
- * Dumpster
- * Portable Toilets or on-site bathroom facilities

For these considerations, **MILLER AMUSEMENT CO.** agrees to pay **SPONSOR** the following:

- * **15%** of the gross sale of ride tickets and pay-one-price bracelet sales
- * **\$50.00** per food concession
- * **\$50.00** per game concession

MILLER AMUSEMENT CO. will provide advertising posters, and or yard signs, merchant coupons to be distributed in area businesses by sponsor.

MILLER AMUSEMENT CO. will provide ticket boxes and ticket sellers for the event.

MILLER AMUSEMENTS will open Thursday 5pm- 10pm, Friday 5pm - 10pm, Sat. noon - 10pm., and Sunday Noon - 5pm. There will be 5 hour Pay-One-Price Ride bracelet specials each day for \$25.00 and regular tickets for the rides will be available also.

MILLER AMUSEMENT CO. will have the right to operate one Fried Dough Stand, one Cotton Candy Stand, one French Fry, and one Hamburg/Hot Dog/Sausage Stand, one ice cream stand and one Corndog/Lemonade stand exclusively, at this event.

MILLER AMUSEMENT CO. agrees to maintain, and have in full force, a \$1,000,000. midway liability insurance policy.....copy to be given sponsor prior to event opening listing Sponsors as additional insured.

Settlement of the above terms shall be made at the close of the event on Sunday, June 1st, 2025.

SIGNED: _____
MILLER AMUSEMENT CO.

SPONSOR

DATE: _____

SIGNED: _____

DATE: _____



34 School Street • Littleton, NH 03561 • Phone 603-444-4111 • Fax 603-444-1343 • www.horizonsengineering.com

Project No. 240743
City of Newport – Stormwater Permits
January 6, 2025

AGREEMENT FOR CONSULTING SERVICES

1. CLIENT

This Agreement is between the City of Newport, VT, Attn: Mayor Linda Sullivan, 222 Main St., Newport, VT 05855, 802-334-2124, mayor.sullivan@newportvermont.org (Client), and Horizons Engineering, Inc. (Horizons), headquartered in Littleton, New Hampshire.

2. PROJECT UNDERSTANDING

The Client would like assistance in preparing Stormwater Engineering Feasibility Analysis' as required for 3-Acre Sites under the Vermont Clean Water Act at the below listed sites.

- City of Newport Recycling Facility (651 Coventry Street, Parcel ID 150004)
- Gardner Memorial Park (129 Gardner Park Road, Parcel ID 126063)
- Newport Sewerage Treatment Plant (94 T P Lane, Parcel ID 127001)
- Prouty Beach (388 Prouty Beach Road, Parcel ID 112003)
- Lake Memphremagog Views (Memphremagog Views, Parcel ID 135001)

The initial scope of work will include survey, impervious area calculations, development of a conceptual approach to stormwater management, and assistance in discussing the stormwater permit compliance approach with the Department of Environmental Conservation staff. Upon completion of this scope of work and acceptance by the Client, we will prepare a scope and fee to complete the work required for final design and stormwater permit application preparation. The Client will be responsible for application fees directly.

3. SCOPE OF SERVICES

Horizons proposes to provide the following services in accordance with current, accepted practices.

- A. Existing Conditions Survey Plan: We have partial and neighboring surveys for most of the sites and will build upon those files to prepare existing conditions plans for each site. We anticipate a day of field survey on average for each site and will compile our existing data and the newly surveyed data into a base plan to be used for stormwater design and

Horizons Engineering, Inc.

MAINE • NEW HAMPSHIRE • VERMONT

permit application preparation. We have not included underground utility location or boundary survey outside of readily accessible property corner locations.

- B. Concept Development: We will complete impervious surface calculations for each Site to confirm three acres or more of the Site is impervious. Upon confirmation of the impervious surfaces, we will review the survey plan and Site conditions, and will prepare a concept plan showing potential stormwater treatment and detention measures. We will review the concept with the Client to discuss various options and to gain consensus on the stormwater measure(s) that are preferred. Meeting time will be completed in the Meetings & Coordination task.
- C. Meetings & Coordination: We will attend project meetings in person or by conference as requested. We have included one remote meeting with the Client and one remote meeting with DEC staff. We will attend in-person meetings if requested. Travel and meeting time will be billed on a time plus reimbursable expense basis as described in the Fee section.
- D. Contact with DEC (Site 5 – Memphremagog Views): This site will be evaluated and discussed with Vermont DEC Stormwater on the necessity to perform a feasibility analysis. This site features a city owned road and multiple private single-family properties. Past permitting may have led this site to be included on the 3-acre list mistakenly. We will complete coordination discussion and attend meetings as necessary to obtain a determination from Vermont DEC Stormwater on the permitting requirements of this site with the understanding that it may not be a site that the city has to accept permitting responsibility for.

Available Additional Services

We anticipate the following items may be needed but have not included them in our proposed scope of services. If requested, we will provide a scope and fee for these services or recommend local consultants to contract directly with the Client.

1. Boundary survey.
2. Redesigns or changes made to the original concepts after approval by the client.
3. Underground utility investigation or location.
4. Wetland delineation.
5. Final design.
6. Permit application preparation.
7. Coordination with abutters.
8. Test pit observation or infiltration testing.

4. SCHEDULE

We will begin work within 60 days of receipt of the signed agreement.

Horizons Engineering, Inc.

MAINE • NEW HAMPSHIRE • VERMONT

5. FEE

1. City of Newport Recycling Facility (651 Coventry Street, Parcel ID 150004)

A. Existing Conditions Survey Plan	Lump Sum Fee	\$3,000
<u>B. Concept Development</u>	<u>Lump Sum Fee</u>	<u>\$3,500</u>
TOTAL LUMP SUM FEE		\$6,500

<u>C. Meetings & Coordination</u>	<u>Estimated Fee</u>	<u>\$900</u>
TOTAL ESTIMATED FEE		\$900

2. Gardner Memorial Park (129 Gardner Park Road, Parcel ID 126063)

A. Existing Conditions Survey Plan	Lump Sum Fee	\$4,000
<u>B. Concept Development</u>	<u>Lump Sum Fee</u>	<u>\$5,500</u>
TOTAL LUMP SUM FEE		\$9,500

<u>C. Meetings & Coordination</u>	<u>Estimated Fee</u>	<u>\$1,200</u>
TOTAL ESTIMATED FEE		\$1,200

3. Newport Sewerage Treatment Plant (94 T P Lane, Parcel ID 127001)

A. Existing Conditions Survey Plan	Lump Sum Fee	\$4,000
<u>B. Concept Development</u>	<u>Lump Sum Fee</u>	<u>\$4,000</u>
TOTAL LUMP SUM FEE		\$8,000

<u>C. Meetings & Coordination</u>	<u>Estimated Fee</u>	<u>\$900</u>
TOTAL ESTIMATED FEE		\$900

4. Prouty Beach (388 Prouty Beach Road, Parcel ID 112003)

A. Existing Conditions Survey Plan	Lump Sum Fee	\$5,000
<u>B. Concept Development</u>	<u>Lump Sum Fee</u>	<u>\$6,500</u>
TOTAL LUMP SUM FEE		\$11,500

<u>C. Meetings & Coordination</u>	<u>Estimated Fee</u>	<u>\$1,200</u>
TOTAL ESTIMATED FEE		\$1,200

5. Lake Memphremagog Views (Memphremagog Views, Parcel ID 135001)

<u>A. Meetings & Coordination</u>	<u>Estimated Fee</u>	<u>\$700</u>
TOTAL ESTIMATED FEE		\$700

TOTAL LUMP SUM & ESTIMATED FEE **\$40,400**

Time will be billed on a Lump Sum Fee and Estimated Fee basis as described above. Invoice payments may be sent to our Littleton, NH office at 34 School Street, Littleton, NH 03561. Check should be made out to Horizons Engineering, Inc. We also accept credit card payments online through our website at www.horizonsengineering.com.

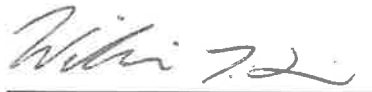
Permit application, registry, and other fees have not been included and will be paid for by the Client separately. If Horizons pays a fee, we will add a 20% administrative markup and will include it as an additional expense on our invoice.

Full execution of this agreement requires receipt of a \$10,000 deposit and signed agreement. We accept checks or credit card payments as described above.

6. CONDITIONS FOR ENGAGEMENT

This agreement is valid for 14 days. The attached Standard Conditions for Engagement are considered to be part of this Agreement.

ACCEPTED AND AUTHORIZED TO PROCEED



William T. Davis
Horizons Engineering, Inc

Vice President

Title

January 6, 2025

Date

Client

Title (if applicable)

Date

Z:\Proposals\Proposals 2024\240743 City of Newport - Stormwater Permits\Internal\Proj Mgmt\Proposal-Agreement

Current Standard Rates

Vice President	\$	200/hour
Engineer I	\$	105/hour
Engineer II	\$	120/hour
Engineer III	\$	135/hour
Senior Engineer	\$	145-200/hour
Project Manager I	\$	130/hour
Project Manager II	\$	150/hour
Project Manager III	\$	170/hour
Senior Project Manager	\$	180-220/hour
Surveyor I	\$	80/hour
Surveyor II	\$	95/hour
Surveyor III	\$	110/hour
Senior Surveyor	\$	115-150/hour
Survey Manager	\$	120-170/hour
Survey Equipment Charge	\$	120/day
Plan Copies	\$	4/page
Mileage	\$	0.804/mi

****BILLING RATES ARE SUBJECT TO CHANGE****

HORIZONS ENGINEERING, INC.
STANDARD TERMS AND CONDITIONS FOR ENGAGEMENT OF SERVICES

These conditions are considered a part of the Agreement between the Client and Horizons Engineering, Inc. ("HE").

FEE: Client agrees to pay the fee stated in the Agreement for the performance of HE's scope of services. Payment is due and payable within Thirty (30) days of the date of invoice. Lump sum work will be invoiced based upon an estimate of percent complete as determined by HE. Hourly services will be invoiced monthly on a time, materials, and expense basis.

COLLECTIONS: Client shall pay interest at a rate of 1.5% per month on all unpaid amounts after Sixty (60) days. Client agrees to pay all costs and expenses incurred by HE in connection with collection of any amounts owed to HE including, without limitation, all attorneys' fees and costs incurred to enforce any of the terms of the parties' Agreement, in the event suit is initiated.

COST ESTIMATES: If HE has provided an estimate for the cost of its services, Client agrees that such an estimate is not a guaranty or warranty. Client understands that fees and costs may exceed any estimates provided by HE.

RIGHT OF ENTRY: By accepting these terms, Client is allowing HE access to the property the client owns to complete its work. HE is not responsible for damages to the property or to anything on the property caused through normal and customary execution of HE's work but any premises affected by its entry shall be restored as near as reasonably practicable to its prior condition within a reasonable time,

SCOPE OF SERVICES: The scope of services that HE is to provide is defined by and limited to the written scope outlined in the Agreement between the parties. Any changes to HE's scope of service must be made in writing and signed by both parties.

WARRANTY DISCLAIMER: HE will perform its services in accordance with the applicable standard of care, being the care and skill ordinarily used by experienced engineers familiar with the so-called 3-Acre Rule and stormwater treatment practice design/installation in the State of Vermont, but does not otherwise warrant or guaranty its work and expressly disclaims any such warranties and any other express or implied warranties.

INSTRUMENTS OF SERVICE: Subject to the provisions of the Vermont Public Records Act, any drawings, documentation, information produced, or other work product generated by HE shall be considered HE's instruments of service and shall remain the property of HE. These instruments of service may not be used for any other projects or clients or otherwise reused, modified, or altered in any way without HE's written permission. Any reuse, modification, or reproduction of HE's instruments of service shall be at the Client's sole risk.

ELECTRONIC FILES FOR CONVENIENCE: HE may at its sole discretion provide electronic copies or versions of information or instruments of service, but Client agrees that if done, it is solely for Client's convenience and that Client may only rely upon printed hard copies of HE's instruments of service that have been signed and sealed by HE. The hard copy documents bearing HE's signature and seal are the controlling instruments of service. Any use, reuse, dissemination or reproduction of any electronic files or information provided by HE shall be at the Client's sole risk.

LIMITATION OF LIABILITY: Client agrees to limit the liability of HE, its owners, employees, consultants and agents for any damages for all claims, disputes or other matters arising out of or relating to this Agreement, under any legal theory, such that the total aggregate liability, including legal fees and expenses, shall not exceed the HE available insurance amount.

WAIVER OF CONSEQUENTIAL DAMAGES: Client and HE waive consequential damages for all claims, disputes or other matters arising out of or relating to the parties' Agreement.

LIMITATION PERIOD: Any legal action arising out of or relating to the parties' Agreement or HE's work for Client must be commenced within two (2) years from the date when HE completes its work under this Agreement, or when HE last performs any work for Client under this Agreement, whichever event is earlier. Failure to bring such an action within this time period shall be a complete bar to any claims against HE arising out of HE's work for Client or this Agreement, and shall be a waiver of any such claims.

WAIVER OF ENVIRONMENTAL LIABILITY: Client agrees and acknowledges that HE has not contributed to the presence of hazardous materials, waste, or pollutants at the site and that HE's work will not involve any such materials. HE assumes no liability or responsibility for the known or unknown presence of such materials, and HE's scope of work does not include discovering, uncovering, reporting, or in any way addressing hazardous materials, waste, pollutants, or any other environmental issues. HE makes no warranties or guarantees as to whether a site has or is clean of contamination, and HE's scope of service does not include advising Client on such issues or whether to purchase, occupy, or use a property.

INDEMNIFICATION: To the extent provided by law, Client agrees to indemnify and hold HE harmless from all claims, damages, loss and expenses, including attorneys' fees and costs of defense and settlement, arising out of or associated with HE's work for Client or HE's work at Client's site, unless such claims are the result of HE's negligence or sole misconduct.

LESS THAN CUSTOMARY ENGINEERING SERVICES: Client understands that it is customary for the engineer responsible for the design of a project to be retained to provide services during the construction phase of a project to interpret the design intent, monitor construction for conformity with design, and to render guidance with respect to changes or deviations from the design.

SUSPENSION OF SERVICES: If HE's services are suspended, by Client or otherwise, for more than ten (10) calendar days, consecutive or in the aggregate over the term of this Agreement, HE shall be immediately compensated for all services performed and all expenses incurred for Client. Upon resumption of services, Client shall compensate HE for any expenses incurred as a result of the suspension and resumption of its services, and HE's schedule and fees for the remainder of the work under this Agreement shall be equitably adjusted. If HE's services are suspended for more than twenty (20) calendar days, consecutive or in the aggregate, HE may terminate this agreement upon giving five (5) calendar days' notice to Client. If Client is in breach of payment terms or otherwise is in material breach of this Agreement, HE may immediately suspend performance of services. HE shall have no liability to the Client, and Client shall make no claim or any delay or damages as a result of such suspension caused by any breach of the Agreement by Client. Upon receipt of payment in full of all outstanding sums due from Client, or curing of such breach that caused HE to suspend services, HE may, at its sole discretion, resume services and if so there shall be an equitable adjustment to the remaining work schedule and fees as a result of the suspension.

TERMINATION: This Agreement may be terminated by either party upon not less than ten (10) days' written notice. In the event of termination of this Agreement by either party, Client shall within thirty (30) days of termination pay HE for all services rendered and all costs or expenses incurred by HE through the date of termination. Should this Agreement be terminated, HE shall not be required to perform any additional services, but the remaining aspects of the Agreement shall survive termination.

DISPUTE RESOLUTION: Any claim, dispute, or other matter in question arising out of or related to this Agreement or HE's work thereunder shall be subject to mediation as a condition precedent to the initiation of legal proceedings by either party. Such mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association then in effect, unless the parties agree otherwise. If such matter concerns a lien arising out of HE's services, HE may proceed in court prior to mediation in order to comply with lien notice or filing deadlines. Request for mediation shall be filed in writing with the other party, and may be made concurrently with the filing of legal proceedings which shall then be stayed to allow mediation to proceed. The parties shall share the mediator's fees and any other mediation expenses equally, and mediation shall be held in Orleans County, Vermont unless the parties agree otherwise.

GOVERNING LAW: This Agreement shall be governed by the laws of the State of Vermont, without regard to its conflict of law principles.

ASSIGNMENT: Neither party may assign or transfer any obligations or rights under this Agreement without the prior written consent of the other party.

SEVERABILITY: If any term or provision of this Agreement shall be held invalid, such term or provision shall be ineffective to the extent of such invalidity without invalidating or rendering unenforceable the remaining terms and provisions of this Agreement.

FORCE MAJEURE: HE is not liable for any loss, damage or delays which result from flood, fire, acts of God or War, civil unrest, strikes, lockouts or any other cause beyond its control.

MODIFICATION OF AGREEMENT: Any modifications or amendments to this Agreement must be set forth in writing signed by both parties to be effective.

VENUE: The parties agree that any disputes between them relating to this Agreement or HE's work thereunder shall be exclusively resolved in the courts of competent jurisdiction in the State of Vermont, and the parties expressly submit themselves to the jurisdictions of the courts of Vermont. Notwithstanding the above, HE may avail itself of the courts of other jurisdictions to obtain injunctive or equitable relief, or to collect upon any money owed or to enforce any judgment obtained in Vermont.

NO THIRD-PARTY BENEFICIARIES: The parties agree that this Agreement shall be for the sole and exclusive benefit of HE and Client. Nothing in this Agreement is intended to or shall be construed to confer upon or give any other parties any rights, remedies, or claims under this agreement.

