

WASTEWATER SYSTEM MANAGEMENT AGREEMENT

Between

Town of Arlington, Vermont

and

Arlington School District

ARTICLE 1. PARTIES

This Wastewater System Management Agreement ("Agreement") is entered into as of _____, 2026, by and between the **Town of Arlington, Vermont**, a municipal corporation organized under the laws of the State of Vermont ("Town"), and the **Arlington School District**, a Vermont public school district ("District").

ARTICLE 2. PURPOSE

The purpose of this Agreement is to establish a cooperative partnership under which the Town shall provide management, operational oversight, staffing coordination, regulatory compliance, and administrative services necessary for the safe, efficient, and compliant operation of the District's wastewater treatment facility.

The parties acknowledge that this Agreement is intended to establish a long-term management relationship while providing for the orderly training and development of operational personnel during the first year.

ARTICLE 3. TERM

This Agreement shall become effective on **August 1, 2026**, and shall remain in effect for **one (1) years**, unless terminated in accordance with this Agreement.

The operational transition program described in this Agreement shall apply during the first twelve (12) months of the Agreement.

The Agreement may be renewed by mutual written consent of the parties.

ARTICLE 4. SCOPE OF SERVICES

The Town shall provide management and operational services for the District's wastewater treatment facility and may perform such services through Town employees, qualified contractors, licensed operators, or any combination thereof.

A. Transitional Operations Program

During the first year of this Agreement, the Town shall implement a structured transition program to develop long-term operational capability while maintaining uninterrupted regulatory compliance.

The Arlington School District shall separately contract with a wastewater treatment **Lead Operator** who holds all licenses and certifications required by the State of Vermont to provide licensed operational oversight of the wastewater treatment facility. The Lead Operator shall not be an employee or contractor of the Town under this Agreement unless otherwise agreed in writing by the parties.

The District shall ensure that the Lead Operator agreement remains in full force and effect for the entire term of this Agreement, including any renewals or extensions, unless the parties mutually agree in writing to an alternative arrangement that satisfies all applicable Vermont licensing and regulatory requirements.

The Town's operational services under this Agreement are contingent upon the District maintaining a valid agreement with a qualified Lead Operator. If the District fails to maintain such an agreement, the Town may suspend any services that require licensed operator

oversight until the District has restored compliance. Any such suspension shall not constitute a default by the Town under this Agreement.

Simultaneously with providing the services described in this Agreement, the Town shall designate one or more personnel to participate in the training and experience necessary to become eligible for the **Vermont Grade II Pollution Abatement Facility Operator License**. The Town shall use reasonable efforts to ensure that the designated personnel complete the required training and attempt the applicable State of Vermont certification examination within twelve (12) months of the Effective Date of this Agreement. The parties acknowledge that successful licensure is subject to the eligibility requirements and examination standards established by the State of Vermont and, therefore, cannot be guaranteed by the Town.

Phase One – Training and Onboarding (Months 1–2)

The Town shall provide:

- Hands-on operational training.
- Plant systems orientation.
- Emergency shutdown procedures.
- Chemical handling and dosing instruction.
- Facility safety procedures.
- Recordkeeping and operating log instruction.
- Equipment familiarization.

Phase Two – Daily Operations (Months 2–12)

The Town shall provide personnel to perform:

- Daily inspections.
- Weekly inspections.
- Equipment monitoring.
- Alarm monitoring.
- Operating log maintenance.
- Process monitoring.
- Chemical feed observation.
- Routine housekeeping.
- Basic non-mechanical maintenance.

Routine services specifically exclude:

- Pump removal or rebuilding.
- Major mechanical repairs.
- Electrical repairs.
- SCADA programming.
- Major plumbing repairs.
- Excavation.
- Capital improvements.
- Confined-space repairs.
- Replacement of treatment equipment.

These activities shall be coordinated through qualified third-party contractors unless otherwise agreed.

Phase Three – Regulatory Compliance

The Town shall:

- Coordinate wastewater sampling.
- Conduct or coordinate laboratory testing.
- Prepare and submit required reports to the Vermont Department of Environmental Conservation.
- Maintain operational records.
- Coordinate regulatory inspections.
- Maintain permit documentation.
- Monitor compliance deadlines.

ARTICLE 5. RESPONSIBILITIES OF THE DISTRICT

The District shall:

1. Retain ownership of the wastewater treatment facility and associated infrastructure.
2. Maintain all permits in its name unless otherwise approved by regulatory authorities.
3. Maintain a contract with a Vermont Licensed Lead Operator.
4. Provide the Town reasonable access to the facility.
5. Pay the annual management fee.
6. Pay all utility costs.
7. Pay all laboratory testing costs.
8. Pay all chemical costs.
9. Pay all permit fees.
10. Pay all contractor invoices.
11. Pay all major repairs.
12. Pay all emergency repairs.
13. Pay all engineering services.
14. Pay all capital improvements.
15. Designate an administrative representative for coordination with the Town.

ARTICLE 6. OPERATOR, LICENSING, AND SUPERVISION

The Town shall designate an **Operator** to manage daily wastewater treatment plant operations under the supervising license of the Districts Lead Operator.

The Operator shall:

- Provide operational oversight, reporting to the Lead Operator.
- Supervise wastewater operations.
- Review and maintain operational records.
- Coordinate regulatory compliance, including Sampling and State Reporting.
- Provide technical guidance.
- Remain reasonably available by telephone for operational consultation and emergency troubleshooting.

The Town may assign Assistant Operators, employees, or independent contractors to perform routine operational duties under the supervision of the Lead Operator.

All wastewater operations requiring licensed oversight shall be conducted under the authority of the Districts designated Lead Operator in accordance with Vermont law.

The Town shall encourage designated operating personnel to prepare for and attempt the Vermont Grade II Pollution Abatement Facility Operator Certification during the first year of this Agreement.

ARTICLE 7. COMPENSATION

The District shall pay the Town an annual management fee of **Thirteen Thousand, Eight Hundred Dollars (\$13,800.00)** payable in twelve (12) equal monthly installments of **One Thousand Dollars (\$1,150.00)**.

Each monthly installment shall be **due and payable on the first (1st) day of each calendar month** during the term of this Agreement.

The management fee includes routine operational oversight, inspections, recordkeeping, reporting, laboratory coordination, contractor coordination, and administrative management.

If any payment remains unpaid for more than **thirty (30) days** after its due date, the Town may provide written notice to the District of the delinquency. If payment is not received within five (5) business days after such notice, the Town reserves the right to immediately suspend performance of services under this Agreement until all past-due amounts have been paid in full. Any suspension of services resulting from the District's failure to make timely payment shall not constitute a default or breach of this Agreement by the Town, and the Town shall not be liable for any damages, regulatory consequences, operational impacts, or other losses arising from such suspension.

The following costs remain the responsibility of the District and shall be paid by the District at actual cost unless otherwise agreed:

- Lead Licensed Operator Contract
- Laboratory testing
- Chemicals
- Utilities
- Contractor services
- Major repairs
- Emergency repairs
- Pump repair or replacement
- Engineering services
- Permit fees
- Capital improvements
- Specialized maintenance

ARTICLE 8. EMERGENCY RESPONSE

The Town shall provide reasonable assistance during emergency conditions affecting the wastewater treatment facility.

If immediate action is necessary to protect public health, prevent environmental damage, or maintain regulatory compliance, the Town may authorize emergency work before receiving District approval when delay would create additional risk. The Town shall notify the District as soon as reasonably practicable.

ARTICLE 9. INSURANCE

Each party shall maintain insurance or self-insurance as required by Vermont law.

Nothing contained herein shall constitute a waiver of governmental immunity or other protections afforded by law.

ARTICLE 10. RECORDS

The Town shall maintain operational records for at least seven (7) years or longer if required by law.

The District may inspect such records during normal business hours upon reasonable notice.

ARTICLE 11. REPORTING

The Town shall provide:

- Monthly operational summaries.
- Annual compliance summaries.
- Notice of permit violations.
- Notice of significant equipment failures.
- Notice of material operational issues.

ARTICLE 12. DEFAULT

A party shall be in default if it materially fails to perform its obligations under this Agreement and fails to cure such default within thirty (30) days after written notice.

ARTICLE 13. TERMINATION

This Agreement may be terminated:

- By mutual written agreement;
- By the Town upon sixty (60) days' written notice;
- By the District upon one hundred eighty (180) days' written notice; or
- Immediately for fraud, gross negligence, material violation of law, or loss of required licensure that cannot reasonably be remedied.

Upon termination, the Town shall cooperate in transferring records and ensuring an orderly transition.

ARTICLE 14. INDEPENDENT CONTRACTOR STATUS

The Town acts as an independent governmental entity and not as an employee or agent of the District.

The Town may utilize employees, licensed operators, or independent contractors to perform services under this Agreement.

Nothing herein creates an employer-employee relationship, partnership, or joint venture between the District and any individual retained by the Town.

ARTICLE 15. INDEMNIFICATION

To the extent permitted by Vermont law, each party shall be responsible for the negligent acts or omissions of its officers, employees, agents, and contractors.

Nothing contained herein shall be construed as a waiver of governmental immunity or statutory limitation of liability.

ARTICLE 16. DISPUTE RESOLUTION

Before commencing litigation, the parties shall participate in good-faith mediation.

Unless otherwise agreed, mediation costs shall be paid by the District.

ARTICLE 17. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Vermont.

Any legal action arising under this Agreement shall be brought exclusively in a court of competent jurisdiction located in Bennington County, Vermont.

ARTICLE 18. FORCE MAJEURE

Neither party shall be liable for delay or failure to perform caused by events beyond its reasonable control, including acts of God, floods, fires, severe weather, earthquakes, public health emergencies, war, terrorism, civil unrest, labor disputes, utility failures, governmental actions, or supply chain disruptions.

The affected party shall promptly notify the other party, mitigate the effects where reasonably possible, and resume performance as soon as practicable.

Nothing herein excuses payment for services rendered or expenses incurred before the Force Majeure Event.

If a Force Majeure Event continues for more than ninety (90) consecutive days and materially frustrates the purpose of this Agreement, either party may terminate this Agreement upon thirty (30) days' written notice.

ARTICLE 19. NOTICES

Any notice required or permitted under this Agreement shall be in writing and shall be deemed given when personally delivered, sent by nationally recognized overnight courier, mailed by certified United States Mail (return receipt requested), or transmitted by electronic mail with confirmation of receipt.

If to the Town:

Town Administrator
Town of Arlington
3828 Vermont Route 7A
Arlington, VT 05250
Email: katie.dixon@arlingtonvermont.org

Copy to:

Chair, Arlington Selectboard
3828 Vermont Route 7A
Arlington, VT 05250

If to the District:

Superintendent of Schools
Arlington School District
504 East Arlington Road
Arlington, VT 05250

Email: _____

Copy to:

Principal, Arlington Memorial High School

Notice shall be effective upon personal delivery, one (1) business day after overnight delivery, three (3) business days after certified mailing, or upon acknowledged receipt of electronic mail.

ARTICLE 20. NO THIRD-PARTY BENEFICIARIES

This Agreement is entered into solely for the benefit of the Town and the District.

Nothing contained herein shall confer any rights, remedies, claims, or causes of action upon any employee, elected official, officer, volunteer, contractor, subcontractor, consultant, licensed operator, vendor, utility provider, regulatory agency, or any other third party.

ARTICLE 21. SEVERABILITY

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

The parties further agree that any invalid provision shall be interpreted or reformed, if possible, to most nearly accomplish the original intent of the parties while remaining consistent with applicable law.

ARTICLE 22. ASSIGNMENT

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

The Town may retain employees, licensed operators, laboratories, engineers, consultants, and independent contractors necessary to fulfill its obligations under this Agreement. The Town shall remain fully responsible for all services performed on its behalf.

This Agreement shall be binding upon and inure to the benefit of the parties and their lawful successors and permitted assigns.

ARTICLE 23. ANNUAL APPROPRIATION / FUNDING

The obligations of the Town and the District under this Agreement are contingent upon the lawful appropriation and availability of funds by their respective governing bodies in accordance with Vermont law.

Nothing contained herein shall be construed as creating a debt or financial obligation extending beyond funds lawfully appropriated for any fiscal year.

If either party determines that sufficient appropriated funds are unavailable to continue performance, that party shall promptly notify the other party in writing.

The parties shall make reasonable efforts to identify alternative funding sources or modify the scope of services to preserve this Agreement.

If sufficient funding cannot be secured, either party may terminate this Agreement upon ninety (90) days' written notice without further liability, except for obligations incurred prior to the effective date of termination.

ARTICLE 24. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Town and the District concerning the management and operation of the Arlington School District wastewater treatment facility and supersedes all prior negotiations, discussions, proposals, and understandings relating to its subject matter.

This Agreement may be amended only by a written instrument executed by authorized representatives of both parties.

No oral statement, prior correspondence, or course of dealing shall modify the terms of this Agreement unless expressly incorporated into a written amendment signed by both parties.

SIGNATURES

TOWN OF ARLINGTON, VERMONT

By: _____

Name: _____

Title: _____

Date: _____

ARLINGTON SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____