

Town of Corinth Services Contract

1. Parties

By vote of the Selectboard at a public meeting on June 3, 2025, the Town of Corinth (Town), with a business address of 1387 Cookeville Road, Corinth, Vermont 05039 and a telephone number of 802-439-3850, agrees to engage

Longto Tree Service LLC (Contractor), with a business address of 887 Mink Hill Road, Bradford VT 05033 (mailing address), email address longtotreeservice@gmail.com and a telephone number of 802-274-9308, to perform the Services (or deliver goods) as described in Section 2, below. Contractor represents that they are authorized to do business in the State of Vermont and competent to perform the Services.

2. Scope of Services

The purpose of this contract is to purchase from Contractor the services as described in its bid dated May 15, 2025 (Bid), in response to the Request for Proposal (RFP) issued by the Town on April 30, 2025, each attached hereto and made a part hereof. Any changes to the Bid that are acceptable to the parties must be stated here in writing or by amendment of this agreement. Without omitting any deliverables or otherwise changing the accepted Bid, the deliverables to be performed by Contractor are summarized as follows (Scope of Services):

1. Deliverables: Cutting and removal of ash trees as indicated in the RFP in the right-of-way on both sides of White Road in Corinth Vermont, from Taplin Hill Road to Chelsea Road.
2. Timeline: To be completed by or before July 31, 2025.
3. Standards: See the RFP for details of staging, log removal, cutting and other requirements.

3. Compensation

Contractor has agreed to perform the Scope of Services under the following payment terms (Compensation):

1. Fee structure: The amount of \$17,000.00 (Agreed Fee) will be paid upon receipt of Contractor's detailed invoice and completion of the work in the Scope of Services, in U.S. dollars by check issued by the Town of Corinth and delivered by US Mail to Contractor's business address above. The Agreed Fee shall include the cost of any permits, fees, subcontracts, employees, taxes and insurances, unless otherwise expressly agreed by the Town in writing.

2. Acceptance of work: Invoices will be paid up to the amount of the Agreed Fee when the work described in the Scope of Services has been performed and accepted in writing by a representative of the Town, specifically Virginia Barlow (Town Representative), with a contact telephone number of 802-439-5652 and email address ginny@redstartconsulting.com. Should the Town Representative become unavailable, any duly elected selectboard member may act as the Town Representative. The Town Representative's signature on the Contractor's invoice is written proof of acceptance. Within ten days of receipt of the Contractor's invoice, the Town Representative shall confirm performance of the Scope of Services is complete. Should the Town Representative not agree that the work under the Scope of Services has been completed by the terms and conditions set in this agreement, they shall send written notice of any deficiencies to the Contractor and the Town within 10 days of determination.
3. Payment authorization: Delivery of the Agreed Fee is subject to authorization of the Town Selectboard at its regular monthly financial meeting, normally held the second Monday of each month. Invoices to be paid within each calendar month must be received and the work accepted by the Town Representative not less than one week prior to the scheduled financial meeting.
4. Late payment. If the work is accepted by the Town Representative and payment of the Agreed Fee (or such amended fee agreed to by the parties) is not delivered by the Town within 60 days of receipt of Contractor's invoice, the Town shall pay incremental monthly interest of 1% from the date of its next regularly scheduled financial meeting.

4. Term and Termination

1. Term: This agreement shall commence on June 18, 2025, or the later date of the signatures of both parties, as shown below, and be in full force and effect until the Scope of Services are completed and the Agreed Fee is delivered, but in any event by noon on October 1, 2025.
2. Breach of contract: In the event either party fails to meet obligations outlined in this agreement, the other party shall deliver a written notice of breach stating the nature of the failure within 30 days of the failure of performance. The Town Representative may issue a notice of breach on behalf of the Town. The party alleged to be in breach shall respond to such written notice or remedy the breach within 30 days.
3. Mutual termination: This agreement may be terminated upon agreement in writing signed by both parties.
4. Force majeure: Unexpected events beyond control of the Contractor that prevent fulfillment of this agreement shall be stated in writing by the Contractor delivered to the Town not less than 30 days from the date of the force majeure event. Town, by the agreement of the Selectboard, may terminate the agreement based on receipt of the

notice of force majeure with payment to the Contractor proportionate to the work completed, or may accept the Contractor's notice of force majeure and amend the agreement consistent with such conditions.

5. Confidentiality and Non-Disclosure

The parties agree that there is no protected commercial information created or disclosed by either party in the performance of this agreement and no obligations on the part of either party to protect sensitive information. The terms of this agreement, and the Bid, are public.

6. Intellectual Property Rights

The parties agree that there is no intellectual property created in the performance of the Scope of Services.

7. Dispute Resolution

Should disputes arise during the execution of this agreement, resulting in alleged non-performance for which notice has been given but no resolution has been achieved (including agreed termination for nonperformance) within thirty days of said notice, the aggrieved party or parties may:

1. Mediation: Provide notice of a proposed neutral third party that agrees to facilitate resolution of the dispute between the parties in a negotiation process not to exceed 30 days in duration; or
2. Litigation: File a claim in the Orange County Superior Court. Each party shall bear their own costs in such dispute unless otherwise determined by the court.

8. Indemnity and Liability

Contractor agrees and acknowledges that Contractor, their employees, agents and subcontractors, are independent contractors, and shall report compensation and pay taxes as required by law and carry their own liability, property and casualty insurance, which insurance shall be in full force and effect for the duration of this Agreement. The amounts of insurance policies shall include coverage of \$1million per occurrence and in the aggregate for each category of coverage, as required by the RFP and represented in the Bid.

Contractor indemnifies the Town for casualties, claims or damages arising from the performance of the Scope of Services. Contractor is not entitled to indemnity by the Town, nor shall the Town be responsible for claims by the Contractor's employees, agents or subcontractors, or for the cost of equipment used or injuries incurred by Contractor in performance of the agreement. The Town's liability under this contract is capped at the total amount of the Agreed Fee with no interest due.

9. Miscellaneous Clauses

1. Amendments: This agreement may be amended in writing signed by both parties prior to the end of the term.
2. Assignment: Subcontracting or assignment of this agreement by Contractor is not acceptable to the Town unless such subcontract or assignment is the subject of a valid amendment to the agreement.
3. Entire agreement: This agreement, when signed, supersedes any oral directions, discussions or representations by the Town, its employees or agents.
4. Jurisdiction: The parties consent to the jurisdiction of the Orange County Superior Court. The laws of the State of Vermont shall be applied to interpret this agreement or any claims or rights arising out of the performance of this agreement.

Conclusion

By the terms of this agreement, and adequate consideration delivered, the parties agree to perform the terms and conditions of this contract by the signature of their respective duly authorized representatives on the dates shown below.

LONGTO TREE SERVICE LLC (Contractor)

By: 
Adam Longto, Principal

Date: 6-23, 2025

TOWN OF CORINTH (Town)

By: _____
Holly Groschner, Selectboard Chair

Date: _____, 2025