

## AGREEMENT

### CAPE COD VILLAGE CLUB, INC. AND BELDEN PROPERTY SERVICES, LLC

This agreement between Cape Cod Village Club, Inc. (hereinafter known as the Club) and Belden Property Services, LLC (hereinafter known as the Contractor) covers the period July 1, 2014 to June 30, 2017. The terms and conditions for services and compensation related thereto are as follows:

1. **LAWNS.** Contractor shall:
  - A) Maintain lawns on Club property and lawns around Club members' cottages at a height of approximately two inches,
  - B) Lawn Trimming includes weed-eating around Club Property every 2 weeks.
  - C) Keep all properties free from leaves and debris throughout the year after minor storms, does not include Major Storms. Tree removal is not included in this contract
  - D) Rake and remove all leaves and pine needles, off all Club properties and members properties in the spring and fall. If the Club has a location to dump all waste on club property, the trucking for all loads will be included. If removed from the Club property six dump truck loads of yard waste will be removed for free, Trucking will be \$50.00 per Load plus Dumping Fees for Loads 7 and up. The yard waste does not include brush chipping, which will be an additional charge for chipper rental and labor to chip.
  - E) Coordinate with the Club Buildings and Grounds Committee the overall level of maintenance required on roads, lawns and beaches.
  
2. **DOCKS.** Contractor will provide 14 hours of dock-related labor to the Club annually as scheduled with the Club Dock Committee.
  
3. **BEACH.** Contractor shall remove chairs and picnic tables from storage, clean and place them on the beaches annually by mid-May and remove and store them in the Club lounge by mid-October and shall rake all beach areas weekly, and as needed, from mid-May through mid-September, unless otherwise requested by the Buildings and Grounds Committee.
  
4. **WATER SYSTEM.** Contractor shall place the Club water system in operation no later than mid-May and take it out of operation in mid-October unless otherwise directed by the Board of Directors. Contractor shall flush the entire system at the beginning of the season, check for leaks, malfunctions and operating problems during the time the system is operating, and upon consultation with the Board of Directors, make necessary repairs to bring the system to proper operating condition. The Club shall be responsible for the cost of all parts and labor to make necessary repairs. Contractor shall drain and winterize the water system when it is taken out of operation in mid-October. Contractor shall take a daily chlorine test and perform all other mandated tests during the period the water system is in operation to ensure compliance with local, county and New York State Department of Health rules, regulations and laws.
  
5. **MEMBERS' COTTAGES.** Contractor shall open all members' cottages, de-winterize plumbing, inspect the entire plumbing system for proper operation by mid-May and immediately report any problems to the respective cottage owner. In the event repairs are required, it is the responsibility of the owner to resolve the issue with the Contractor. In mid-October, Contractor shall drain and winterize the plumbing system in each member's cottage and close each cottage for the winter. A cottage owner may make a reasonable request to change the opening and closing dates upon written notice to the Contractor. Contractor shall be responsible for all expenses related to a failure to properly winterize each cottage. If, in the judgment of the Contractor, an accumulation of snow on the roof may cause a dangerous situation for property or persons, Contractor shall remove the snow at owner's expense unless instructed otherwise in writing by the owner. Contractor shall notify owners

of any unusual conditions or circumstances related to their respective cottages and property, or the Club president of any similar problems with Club buildings and property. See attached Rate Schedule for added amenities to this contract and also Schedule of Current Amenities included in contract.

6. CATCH BASINS AND STORM DRAINS. Contractor shall inspect all catch basins monthly and in addition, after rain storms, and restore them to operating condition. Contractor shall "rota root" all storm drains once a year in October and ensure the Buildings and Grounds Committee all catch basins and storm drains are operating according to plan.
7. TRASH REMOVAL. Contractor shall remove trash at each cottage on Wednesdays throughout the year. If a member wants a second pickup it will be on Saturdays, they must coordinate with the contractor and the member will be invoiced a \$5.00 pickup fee plus the per bag fee. Weekly trash pickup includes up to three bags of household trash and recyclables, additional bags may result in additional pickup fee. Construction and demolition (C&D) will be invoiced separately.
8. SNOWPLOWING. Contractor shall plow & sand all Club roads including those to the Best, and Korot cottages after each heavy snowfall, to allow owners, fire trucks, and emergency vehicles access to cottages., Individual cottage driveways are excluded. Snow banks at the entrances to Club property shall be kept low to provide visibility when entering and leaving Club property. The annual amount paid to Contractor as set forth in Section 13 of this contract covers all normal snowplowing (based on average yearly snowfall of 65"-70") but excludes the need to rent heavy equipment or hire an outside contractor for extremely heavy snow removal. Such outside contractor must provide Contractor with evidence of sufficient insurance to provide the appropriate service. If the yearly snowfall exceeds 80" an additional charge will be invoiced at \$40.00 per inch for every inch over the 80" as posted at <http://average-snowfall.findthebest.com//25621/Ticonderoga-New-York>.
9. LABOR AND EQUIPMENT. Contractor shall provide all appropriate labor, transportation, tools, and equipment to render all services and repairs as required under terms of this agreement, and shall be responsible for maintenance and repairs of same. Contractor shall hire employees or subcontractors to perform services under terms of this agreement, and shall only hire employees or subcontractors who have skills necessary to properly complete services and repairs. Contractor shall enforce discipline and order among all workers performing services on Club and members' property. Contractor shall be responsible, at his expense, to repair any damage done to Club property or members' cottages and property resulting from negligence of employees or subcontractors hired by Contractor.
10. RELATIONSHIP OF PARTIES. Services and repairs provided under terms of this agreement shall be performed by Contractor acting as an independent contractor, and all employees providing services and repairs shall be under the control and supervision of Contractor. The means and method of completing repairs and services shall be at the discretion of Contractor. At the request of Contractor, the Board of Directors will establish an expectation of what must be accomplished in a particular situation or project.
11. AUTHORITY OF THE BOARD OF DIRECTORS. The Board of Directors may appoint representatives or Club members to monitor services and repairs performed by Contractor. Appointees have authority to give approval and to make decisions to the extent necessary for the orderly and expeditious completion of services and repairs, but have no authority to amend any terms of this agreement. The Board of Directors will notify Contractor in writing of all such appointments. If contractor is unable to fulfill responsibilities under terms of this contract, the Board of Directors shall determine an appropriate reduction in compensation. Mike Rizza and Ted Hodecker are the appointed representatives for this three contract period.
12. INSURANCE. Contractor warrants that all workers employed in, about, or upon Club and members' property are covered by all appropriate forms of insurance, and shall furnish to the Club a Certificate of Insurance specifying the names of insurers, policy numbers and expiration dates establishing that such insurance has been procured and is currently in effect. For the contract period, Contractor shall maintain insurance coverage from reputable insurance companies licensed to do business in the

13. State of New York as follows: General Liability, Automobile Liability, Workers Compensation and Employers' Liability in not less than the amounts stated in the Certificate of Liability Insurance dated January 18, 2014, copy attached, provided to the Club by Upstate Agency LLC, 93 Riverside Drive, P.O. Box 138, Chestertown, NY 12817
14. COMPENSATION. The Club shall pay Contractor an annual amount of \$34,600 plus sales tax (total \$37,022.00) for all services rendered under terms of this agreement including snowplowing as specified in section 8 of this agreement. The schedule of payments shall be \$2,883.33 plus sales tax (total \$3085.00) on the 15<sup>th</sup> of each month, July 2014 through June 2015. There will be no additional compensation for an increase in the price of fuel.
14. RENEWAL OF THIS AGREEMENT. This will be a 3 year contract (2014-2015, 2015-2016, & 2016-2017). 1<sup>st</sup> year \$34,600 with a \$1,000 increase for each remaining year (2015-2016-\$35,600 & 2016-2017-\$36,600) plus Sales Tax. Contract to be reviewed between May 1<sup>st</sup> & June 30<sup>th</sup> of the contract years to discuss any changes and adjustments to member cottages. Proposed contract amounts do not include future additions to members cottages completed after July 1, 2014. The contractor will be notified by April 30, 2017 whether a new contract will be put in place. Negotiations of a renewal three year contract will take place from May 1, 2017 thru June 30, 2017. If both parties have not agreed on terms of a new contract by July 1, 2017 the present contract will be extended with the \$1000 yearly increase until the terms of a new contract are negotiated.
15. TERMINATION OF THIS AGREEMENT. If Contractor fails to perform services on a timely or quality basis, such as, but not limited to: failure to provide sufficient skilled workers, tools or equipment to complete repairs and services, water testing as required by the New York State Department of Health or violates any provision of this agreement, and fails to correct the situations within ten (10) days of written notice given by the Board of Directors, the Board may cancel this agreement on sixty (60) days written notice to Contractor. This agreement may also be terminated for cause by either party on sixty (60) days written notice delivered in person or by registered mail to the Contractor or the Club President.
16. NEW YORK STATE LAW. The terms of this agreement are governed by the laws of the State of New York.

Signed and approved this \_\_\_\_\_ December 2014

Belden Property Services, LLC Owner, Peter S. Belden

Cape Cod Village Club, Inc. President, Michael Rizza

**Attachments:**

Certificate of Liability Insurance dated January 18, 2014;  
Current amenity schedule  
Rate schedule of added amenities



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/24/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Upstate Agency LLC 93 Riverside Drive P O Box 138 Chestertown NY 12817		<b>CONTACT NAME:</b> Kelly Hamblin <b>PHONE (A/C No. Ext.):</b> (518) 494-2417 <b>FAX (A/C No.):</b> (518) 494-4443 <b>E-MAIL ADDRESS:</b> kellyhamblin@upstateagency.com	
<b>INSURED</b> BELDEN PROPERTY SERVICES LLC 125 DECKER HILL RD HAGUE NY 12836-0795		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Selective Insurance Company of 39926 <b>INSURER B:</b> Selective Insurance Co. of 12572 <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

COVERAGES CERTIFICATE NUMBER: CL1311707556 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		S 1840511	1/11/2014	1/11/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ 3,000,000 \$
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC					
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC 7264187	1/11/2014	1/11/2015	WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b> mimaconway@aol.com CAPE COD VILLAGE CLUB INC Mike Conway PO BOX 642 HAGUE, NY 12836	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Mark Carpenter/SANDRA <i>Mark J. Caputo</i>
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# Rate Schedule – CCVC & Belden Property Services Contract

## Added Cost for Plumbing Changes or Additions after July 1, 2014:

Additional Bathrooms: Full Baths \$60/year, Half Baths \$30/year  
Additional Labor & Antifreeze  
Dishwashers: \$40/year – Additional Labor & Antifreeze  
Ice Makers/Water Dispensers: \$40 – Additional Labor can be tricky to drain  
Washing Machine: \$40/Year – Additional Labor & Antifreeze  
Outdoor Shower: \$30/Year – Additional Labor  
Additional Sinks: \$30/Year – Additional Labor  
2<sup>nd</sup> Water System: \$80 Deep Well Pump & \$175 Jet Pump  
Additional Labor & Antifreeze  
Hot Water Tanks: \$30/Year, \$60/Year for Instant On/Tankless Heaters  
Additional Labor & Antifreeze

**NOTE: These rates assuming the plumbing was installed to pitch correctly. Cost may be more if unforeseen issues arise based on a particular appliance or fixture or how the installation was done.**

## Other Rates for 3 year Contract Period:

Plumbing:	\$45/Hour
Carpentry/Odd Jobs:	\$35/Hour with contractor's power tools
General/Dock Labor:	\$27/Hour with contractor's hand tools
Trucking Per Load:	\$100 Dump Truck
	\$ 65 Pick Up Truck

## Schedule of Amenities that are included in this contract

### CCVC Plumbing Details (Amenities Schedule) as of 6/30/14

Member	Ice Maker	Dishwasher	Bathroom	Washing Machine	Additional Sinks/Other	Outdoor Shower	2nd Well	Notes
Anderson	Yes	Yes	4	Yes	1 in Family Room	No	Jet Pump, <b>NOT</b> in operation	Added 2 Full Baths and Small Sink in Family Room winter 2011-2012
Babson	No	Yes	2	Yes	No	No	Jet Pump, <b>NOT</b> in operation	Jet Pump in closet, Not in use.
Bambach - Not Draining	?	?	?	?	?	?	Deep Well	Bill Best Opens & Closes
Best - Not Draining	?	?	?	?	?	?	Deep Well	Full Time Residents
Borello	No	Yes	1	Yes	No	No	Deep Well	Switch from Well to CCVC in Spring for Renters and Back to Well in Fall for Winter. We do Drain House and prep for use over winter if Renter of Owner Comes
Bratloff	Yes	No	1	No	No	No	Jet Pump, <b>NOT</b> in operation	Don't know were the well is
Brown, Tom - Not Draining	No	Yes	1 1/2	Yes	No	No	Deep Well, Shared with Hmelovsky & Lincoln	On Deep Well Year Round, CCVC only for outdoor spigot only and is not connected to the house plumbing.
Brown, Marylou	No	Yes	1 1/2	Yes	No	No	Deep Well	<b>Winter 2014-2015 Adding 2nd Story</b>
Close	No	No	2	Yes	No	No	Deep well, <b>NOT</b> in operation	Fall 2013 removed old pressure tank & disconnected well, wasn't in operation last several years
Coleman	Yes	Yes	2	Yes	1 Utility Sink & Furnace Hot Water System, 2 pressure tanks	No	Deep Well	
Conway	Yes	No	2	Yes	No	No	Deep Well, <b>NOT</b> in operation	Deep Well not used
Dougherty	No	No	1	No	No	No	No	
Feldman	No	No	1	No	No	No	Jet Pump, <b>NOT</b> in operation	Jet Pump, I believe went to the stream, but not sure. not in use.
Ginty	No	No	2	No	No	No	Deep Well	
Graham/Mann	No	Yes	2	Yes	No	No	No	
Haynes	No	No	1	Yes	No	No	Jet Pump	
Hartl	No	Yes	2	Yes	No	No	No	
Hmelovsky	No	No	2	No	No	No	Deep Well, Shared with Tom Brown & Lincoln	<b>New House being Built Winter 2014-2015</b>
Hodecker	No	Yes	2	Yes	No	No	Deep Well	
Imhoff	Yes	No	2	No	No	No	Deep Well, <b>NOT</b> in operation	Deep Well not used
Keis	Yes	Yes	3	Yes	No	No	No	
Korot - Not Draining	Yes	Yes	2	Yes	No	No	Deep Well	Used all year - We do not Open or Close
Lincoln	No	No	2	Yes	No	No	Deep Well, Shared with Tom Brown & Hmelovsky	
Lubeck	No	No	2	Yes	No	No	Jet Pump, Shallow Well	
Manley	No	No	2	Yes	1	No	Deep Well, shares with ML Brown. <b>NOT</b> Connected	
McEwan	No	No	2	No	No	No	No	
Megow - Not Draining	?	?	?	?	?	No	Deep Well	Full Time Residents - We do not Open or Close. I have Never been in his house
Ragot	No	No	No	No	No	No	No	No Houses
Rizza	No	No	1	Yes	No	No	No	<b>Under Construction - Expect 2nd Bath operational Fall 2015</b>
Stanford - Not Draining	?	?	?	?	?	No	Deep Well	Full Time Residents - We do not Open or Close. However we change his water filters 2x a year which I put towards the contract.
Zahm	No	No	2	No	No	No	No	