

**TOWN OF BURLINGTON
SUMP PUMP REDIRECTION PROGRAM AGREEMENT**

This agreement is entered into this _____ day of _____, 2002, by and among the Town of Burlington, Massachusetts (hereinafter, the “Town”), and APPLICANT, (hereinafter, the “General Contractor”) having a usual place of business at ADDRESS, CONTRACTOR, (hereinafter, the “Site Contractor”) having a usual place of business at ADDRESS, and _____, individual residing at _____, Burlington, Massachusetts, (hereinafter, “Home Owner”). The Town, the General Contractor, the Site Contractor, and the Homeowner are sometimes referred to herein collectively as the “Parties”.

WHEREAS, the General Contractor has applied for and is seeking a sewer connection permit from the Town, the Massachusetts Water Resources Authority and the Massachusetts Department of Environmental Protection (hereinafter, DEP) for approximately ????? gallons per day for its proposed site, known as **company**.

WHEREAS, DEP has imposed a moratorium of sewer connections with the Town; and

WHEREAS, the Town has identified certain homes within the Town with sump pump which are connected to and discharging into the Town’s sanitary sewer system; and

WHEREAS, such sump pumps which are connected to the Town’s sanitary sewer system contribute to and cause said sanitary sewer system to periodically overflow during storms; and

WHEREAS, DEP has implemented a policy with the town of Burlington allocating the Town and additional 500 gallons per day of additional sewer discharge capacity for each sump pump which is disconnected from the Town’s sanitary sewer system and redirected to the Town’s storm water drainage system; and

WHEREAS the Town has initiated a program (hereinafter, the “Sump Pump Redirection Program”) in which the General Contractor and Site Contractor may be granted sewer connection permits of 500 gallons per day for each sump pump which the General and Site Contractors pay for the cost of disconnecting from the Town’s sanitary sewer system and connecting the same to the nearest storm water drainage facility; and

WHEREAS, the Home Owner is the owner of the premises located at _____, Burlington, Massachusetts which has a sump pump which is connected to the Town's sanitary sewer system; and

WHEREAS, the Home Owner has agreed to participate in the redirection and has approved the General Contractor and Site Contractor;

NOW, THEREFORE, in consideration of mutual promises and agreements contained herein, the Parties hereby agree as follows:

1. The General Contractor and Site Contractor shall perform the work (hereinafter, the "Work") described on Exhibit "A" as approved by the Town's department of Public Works and Sewer Commission in order to disconnect Home Owners' sump pump drain from the sanitary sewer line and connect the same to the nearest Storm water facility.
2. The General Contractor, the Site Contractor, and the Town agree that the Home Owner will incur no costs or expenses in connection with the performance of the Work except for the utility expenses incurred by the Home Owners in accordance with Section 4, hereof.
3. The General Contractor and Site Contractor agree that the scope of Work shall include the re-seeding of the premises and the re-planting of vegetation in connection with performance of the work.
4. Home Owner Agrees to provide the General Contractor and Site Contractor, and the Town with such access to the premises as is necessary and/or convenient for the General and Site Contractors and the Town to complete and inspect the Work. Home Owner further agrees to furnish and supply at Home Owners expense all electricity and other utilities as are necessary and/or convenient for the General and Site Contractors and Town to complete and inspect the Work, respectively.
5. Home Owner understands, acknowledges, and agrees that, after the Work has been completed the Home Owner shall be solely responsible for maintaining the Work to the extent such Work is located on the Home Owner's private property.
6. Home Owner understands, acknowledges, and agrees that the Town does not make any warranties (express or implied) with respect to the performance of the General and Site Contractors' obligations hereunder and/or the Work.
7. Home Owner agrees that it will not hold the Town liable for the General and Site Contractor's failure to perform its obligations under this Agreement, for any defects in the Work, for any damage to person or property resulting from or in any

way related to the Work, or for any damage to the Premises caused by the General and Site Contractors.

8. General Contractor and Site Contractor agree to indemnify, defend and hold harmless the Town, and their respective officers, directors, and agents, employees, representatives, successors, and assigns from and against all claims, liabilities, damages suits, actions, demands, judgments, losses, costs, and expenses (including reasonable attorney's fees) arising by reason of bodily injury, death, or damage to property sustained by any person or entity (whether or not such person or entity is a party to the Agreement) as a result of or in any way related to the Work/ and or the General Contractor's and Site Contractor's participation in the Sump Pump Redirection Program provided, however the General Contractor and Site Contractor shall not be liable for any claim arising out of the design or operation of the existing storm water drains of the Town.
9. Nothing contained in the Agreement shall be constructed as creating any relationship between the Home Owner and the General Contractor and Site Contractor other than the General Contractor's and Site Contractor's participation in the Sump Pump Redirection Program.
10. The General Contractor and Site Contractor shall comply with and obtain at its sole cost and expenses all licenses, permits and approval required by federal, state, and local law in connection with the Work.
11. Without any other obligations or liabilities of the General Contractor and Site Contractor, at the request of the Home Owner and/or the Town (as Applicable) with evidence that the including, without limitation, Worker's Compensation and Employer's Liability Insurance, Primary Comprehensive General Liability Insurance, and Primary Comprehensive Automobile Liability Insurance.
12. This Agreement constitutes the entire Agreement between the Parties relating to the subject matter hereof, and all previous agreements, discussions, communications, and correspondence with respect to the subject matter hereof are superseded by the execution of this agreement.
13. This Agreement may not be modified or amended except in writing signed by or on behalf of the Parties (by duly authorized officers thereof, if applicable).
14. This Agreement may be executed in one or more counterparts which each shall constitute an original.
15. This Agreement shall be governed by an construed in accordance with the laws of the Commonwealth of Massachusetts and is intended to take effect as a sealed instrument as of the date first set forth above.

Town of Burlington (“Town”)

By: _____

APPLICANT. (“General Contractor”)

By: _____

CONTRACTOR (“Site Contractor”)

By: _____

_____ (“Home Owner”)

By: _____