

CHARLOTTE VT CONTRACT FOR SERVICES TOWN BRUSH HOGGING

This Contract is entered into on December , 2025 by and between the Town of Charlotte (hereinafter "Municipality") and Adam Dantzcher, who has a principal place of business in St. George, Vermont, with a mailing address of; 7766 Route 2A, St. George, VT 05495 (hereinafter "Contractor") for services to Municipality. Municipality and Contractor are referred to collectively as "parties." Contractor contact information is required for all matters related to this contract.

Name of Primary Contact: Adam Dantzcher

Work Phone: 802-578-8347 **Work Email:** adamdantzcher@aol.com

Additional documents required at time of this completed contract;

Independent Contractor:

_____ Copy of Certificate of Insurance that meets requirements in Article 6.

_____ Non- Employee Agreement

_____ W-9 Form

Background Checks are required for all persons working directly with youth and will be administered through applicable Town of Charlotte authority.

In consideration of the mutual covenants and agreements as hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1: SERVICES PROVIDED

Contractor agrees to perform the following service(s) according to the following timelines or schedule:

Service Task(s): Brush Hogging see DETAIL 1. See Maps Attachment.

Program/Service Date(s): March 1, 2026 – December 31, 2026.

Program/Service Location: See Detail 1.

Contractor shall perform all services required under this Agreement in a good workmanlike manner consistent with industry standards and according to the specifications and performance standards established by Town, if any. Town has the right to inspect and may reject any services provided by Contractor under this Agreement that, in the Town's determination, were not completed in a good workmanlike manner or that otherwise failed to satisfy the established specifications or performance standards.

ARTICLE 2: COMPENSATION AND BILLING
Payment arrangement (Rate of payment/timing of payment):

Payment Arrangement (rate and payment timing): Contractor will submit an invoice to the Municipality for \$ \$6,871.55 after the completion of all work indentified in the Request for Brush Hogging Bids. Any additional work will be billed at \$49/ hour for hand work, \$85/ hour for 8.5 foot brush hog, \$110/ hour for 12 foot brush hog, \$125/ hour for the excavator with tree mulcher. Payments shall be NET 30.

All paperwork provided by the Town of Charlotte must be completed before payment is submitted. Payment will be submitted after the completion of the program/service unless the duration of the program/service exceeds 30 days.

ARTICLE 3: INDEPENDENT CONTRACTOR

Contractor further acknowledges and agrees that it is an independent contractor and that nothing herein shall be construed to create the relationship of employer and employee between Municipality and Contractor. No employee-related withholdings or deductions shall be made from payments due Contractor. Contractor shall not be entitled to receive any benefits from Municipality and shall not be eligible for workers' compensation or unemployment benefits.

ARTICLE 4: EQUIPMENT AND MATERIALS

Contractor warrants that it has the necessary equipment to provide the services required by this Agreement. Contractor will be solely responsible for supplying, storing, maintaining, and replacing any and all equipment that is necessary for implementing the services under this contract.

Municipality will not supply, nor will it pay for any repairs, maintenance or replacement of, or new equipment expenses.

ARTICLE 5: INDEMNIFICATION

Contractor shall indemnify and hold harmless Municipality and Municipality's agents and employees, from and against all losses and all claims, demands, payments, suits, actions, recoveries, claims of outstanding indebtedness, attorney's fees, liens, and judgments of every nature, and description brought or recovered against them by reasons of any act or omission of the said Contractor in the execution of the work or in guarding the same.

Contractor shall assume full responsibility for the protection of all buildings, structures and utilities (both public and private). All damage, injury or loss to any public or private property, by the Contractor, shall be replaced or restored to at least the original condition to the satisfaction of the Municipality at the Contractor's expense.

Nothing in this Contract shall constitute a waiver by the Municipality of any statutory limits or immunities from liability.

ARTICLE 6: INSURANCE

Contractor agrees that it will provide and maintain during the entire term of this Agreement the following insurances with at least the indicated amounts of coverage and provide Municipality a certificate of insurance showing such coverages before providing any services under this Agreement: (1) Commercial General Liability insurance coverage with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 in aggregate; (2) Business Automobile Liability coverage with total liability limits of at least \$1,000,000; and (3) Statutory Workers' Compensation insurance. If Contractor does not carry liability insurance. If Contractor does not carry workers' compensation insurance, in place of proof of workers' compensation insurance

Contractor may provide a fully executed Non-Employee Work Agreement.

The Contractors policies shall name the Municipality as an additional insured on liability insurance coverages.

ARTICLE 7: TERMINATION

Either party may terminate this Agreement, with or without cause, upon 30 days written notice.

ARTICLE 8: CONTRACT DOCUMENTS

This Contract shall constitute the entire agreement between the parties on the subject matters. All prior agreements, representations, statements, negotiations, and understandings shall have no effect. There shall be no modifications or amendments to this Contract or to the Addendum unless said changes, modifications or amendments are in writing duly executed by the parties.

IN WITNESS WHEREOF, the parties do hereby execute this Contract on the day and year first written above.

MUNICIPALITY:

By : _____

Print Name: _____ Position/Work Title: _____

In the presence of:

Witness as to Municipality

CONTRACTOR:

By: _____

Print Name: _____ Position/Work Title: _____

In the presence of:

Witness as to Contractor

Detail 1. Contractors shall bid to brush-hog the following areas twice per growing season: the first time at the end of June or early July (prior to seed formation on wild parsnip), and the second time at the end of August or early September (prior to seed formation on wild parsnip):

- Barber Hill on Greenbush Road (southwest of the Old Lantern). (Approximately 2.8 acres).
 - o See Map 1
- Burns property on Greenbush Road (across from the Old Lantern):
 - o Brush-hog mounds for wastewater disposal system; around and between the trees planted parallel to Greenbush Road;
 - o All of the meadow to the west of the tree-line (including areas that may currently be growing brush) and within the swale that runs on a northwest/southeast diagonal through the parcel.
 - o All woody vegetation and cattails are to be removed from within the swale. This material may be disposed of in the woods on the property. Also, trim within ½ foot of 25 trees along Greenbush Road in the vicinity of the Burns property (on the east side of Greenbush Road) and the Old Lantern (on the west side of Greenbush Road), and hand-cut directly adjacent to these trees.
 - o See Map 1
- The old Town landfill located on Greenbush Road.
 - o This work includes hand-trimming of the north and south slopes of the landfill cap.
 - o Approximately 2.7 acres.
 - o See Map 12
- The parcel where the old Town landfill is located at the north end of Plouffe Farm Lane—this area includes the cap of the former landfill.
 - o A 75 foot “no-mow” buffer to the western property line must be maintained.
 - Please note, the entire parcel other than areas with mature trees is to be brush-hogged—i.e. Sumac trees are to be brush-hogged.
 - o Access to the two groundwater sampling wells located in the woods is to be brush-cut from the edge of the meadow to allow walking access to the wells.
 - o Approximately 18 acres.
 - o See Map 9
- Thompson’s Point:
 - o Brush-hog Fields B, C (where it is not mowed for hay) & F on the accompanying map (approximately 15.4 acres).
 - o Brush-hog around planted deciduous trees and up to the edge of mowed fields on south side of Thompson’s Point Road east and west of Flat Rock Road, and on the north side of Thompson’s Point Road across from the Caretaker’s House.
 - o Brush-hog along hayed fields along the north side of Lanes Lane, the western side of Flat Rock Road and the southern side of Thompson’s Point Road.
 - o Brush-hog the perimeter of the hayed field North of Thompson’s Point Road, and the field North of Lane’s Lane.
 - o Contractor is responsible for communicating with Agricultural Lessee to confirm mowing boundaries.
 - o Trim within ½ foot of 22 planted trees along Thompson’s Point Road, and hand-cut directly adjacent to the trees.
 - o See Map 11
- North of the new Town Garage on Route 7:
 - o This area is still under development. No exact dimensions can be provided and no estimate is required for the proposal.
 - o The Town will work with the contractor to determine the proper scope of the brush-hogged area, and will pay at the contractor’s hourly rate.

- o See Map 16
- Town beach—between the parking lot and the restrooms, and west of the horseshoe pit (approximately $\frac{1}{4}$ acre).
- o See Map 10

- Lewis Creek access, west of Quinlan Covered Bridge. (Approximately 3 acres).
- o See Map 13