

COOPER ENVIRONMENTAL SERVICES, LLC

ENVIRONMENTAL CONSULTING · WETLANDS · SEPTIC SYSTEMS

December 28, 2010

Chuck Hodgkinson, Administrator
Conservation Commission
Chilmark Town Hall
Chilmark, MA 02535

RE: **Scope of Services Agreement**
Zoia Project - 18 Inner Point Way, Chilmark Pcl. 33-114

Dear Chuck:

As per your recent request, we are pleased to provide you the following environmental consulting services for the above project. Please return one signed copy of this agreement and keep one for your records.

- 1) Cooper Environmental Services, LLC will perform periodic inspections of the construction and development activities on the above property as described in the owner's site plans and as permitted in the Conservation Commission's Order of Conditions.
- 2) Inspections will occur on a periodic but regular basis during site development until activities are terminated by project completion or to a terminal date as may be determined by the Conservation Commission.
- 3) Inspection intervals will be dictated by the type and phasing of the project activities, but are estimated to be on an average of once per week. A typical inspection is estimated to require approximately 2 hours of staff time.
- 4) Cooper Environmental Services, LLC will provide regular reports to the Conservation Commission of site conditions, evaluation of compliance with permit conditions and will offer recommendations for modifications of, or improvements to, site environmental controls as may be necessary. We will also endeavor to coordinate our inspections with the on-site construction manager and contractors when appropriate.
- 5) Cooper Environmental Services, LLC will attend project scoping and/or Commission meetings as requested by the Chilmark Conservation Commission or the project manager and his subcontractors as may be necessary to assure implementation of environmental control measures for the site.

R.R. 1, Box 306 • Edgartown, MA 02539

508-627-9586 • 508-627-3990 (fax) • coopenv@comcast.net

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- 6) The parties agree that Cooper Environmental Services, LLC, and its employees and agents, assume no liability or responsibility for the cost of repairing or replacing any unreported defects or deficiencies, either current or arising in the future or for any property damage, consequential damage or bodily injury of any nature.
- 7) Cooper Environmental Services, LLC assumes no responsibility or liability for work performed by any contractors.
- 8) Cooper Environmental Services, LLC shall not be responsible for findings that are materially affected by false, inaccurate or misleading information obtained as part of the records research.
- 9) Cooper Environmental Services, LLC is not an insurer of any inspected conditions.
- 10) Our fees for the above services will be billed monthly at a rate of \$95 per hour.

Respectfully submitted for your approval,

QuickTime™ and a
decompressor
are needed to see this picture.

December 29, 2010

Douglas E. Cooper, Principal Earth Scientist

Date

Board of Selectmen Town of Chilmark

Date

Conservation Commission Town of Chilmark

Date