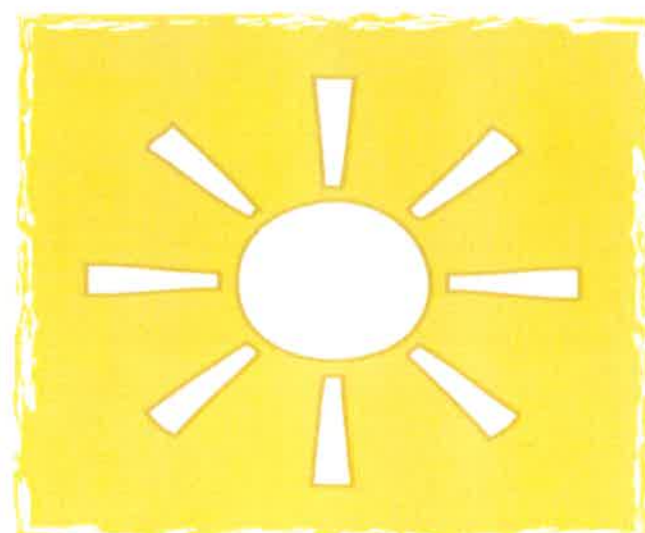
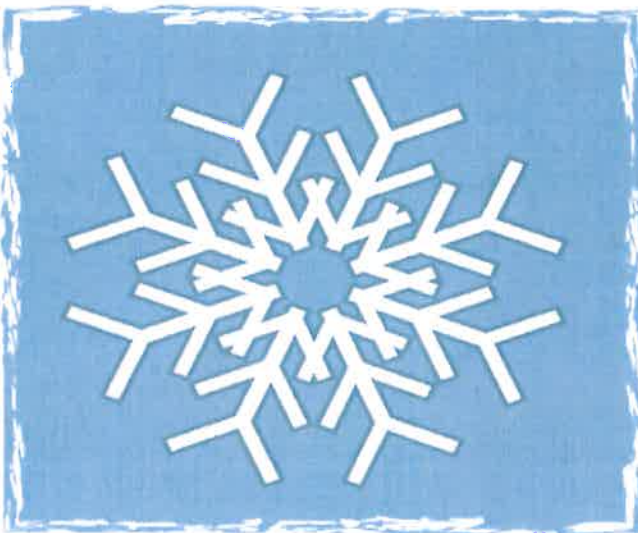
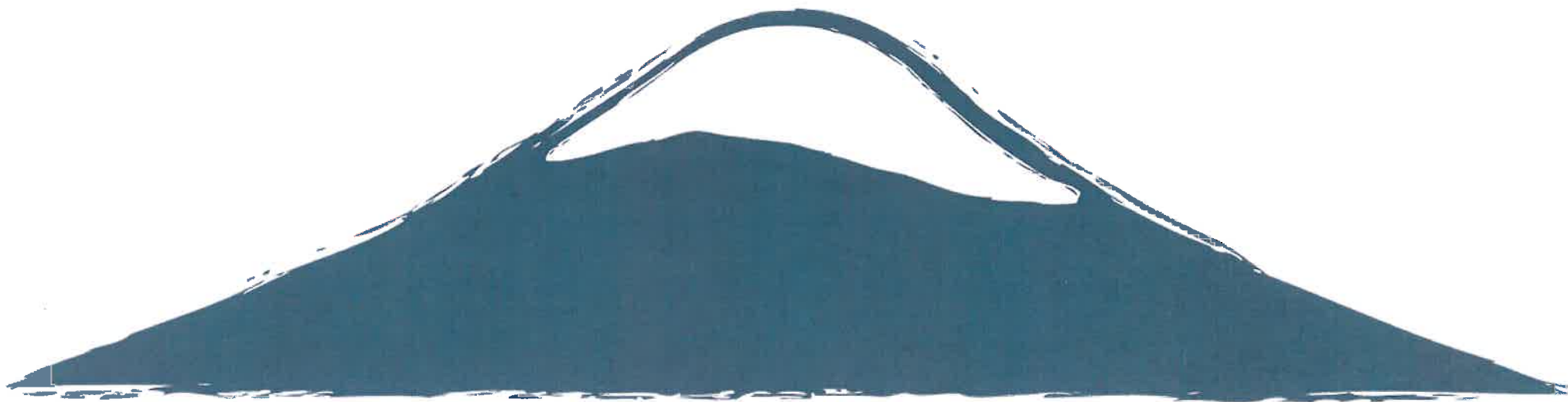




WATERVILLE ESTATES

WATERVILLE ESTATES VILLAGE DISTRICT
JUNE 24, 2015
AGENDA

- I. Meeting Called To Order 5PM
- II. Approve April 13th Meeting Minutes
- III. Meeting Procedures
- IV. Correspondence
 - I. Tax Collection from The Town Of Campton
 - II. Cash Flow Report
 - III. Financial Performance vs. 2015 Budget
 - IV. Property Liability Insurance Change
 - V. Audit Accounting Changes
- V. General Managers Report
 - I. Project Updates Including Roof, Carpeting, Generator's, Wells, Waterline Installation, Accessible Companion Changing and Locker Area, ADA Compliance, POS, Tennis Courts
 - II. Summer Operations

WATERVILLE ESTATES VILLAGE DISTRICT
JUNE 24, 2015
AGENDA

VI. Reports of Committees

- I. Long Term Planning Committee
- II. Policy and Precedent Committee

VII. Old Business

- I. Adoption of ADA Policy
- II. Posting of Major Projects Status

VIII. New Business

- I. Mt. View Lounge Deck

TAX COLLECTIONS FROM THE TOWN OF CAMPTON

Campton Taxes

Campton Interest

01/21/2015 The Town Of Campton Deposit	\$1,992.86
03/26/2015 The Town Of Campton 2014	\$259.89
05/13/2015 The Town Of Campton 2014	\$1,087.37
05/26/2015 The Town Of Campton 2014	\$46.63
Total Campton Interest	\$3,386.75

Prior Campton Taxes

03/10/2015 Prior year 2014	\$96,415.95
03/10/2015 Prior 2012	\$34,102.13
03/26/2015 Prior Year 2014	\$8,679.97
05/13/2015 Prior Year 2014	\$34,603.53
05/26/2015 Prior Year 2014	\$23,900.00
06/18/2015 Prior Year 2014	\$75,098.75
Total Prior Campton Taxes	\$272,800.33

Current YR Campton Taxes

01/21/2015 The Town Of Campton Deposit	\$226,478.07
Total Current YR Campton Taxes	\$502,665.15

Account Balances

Northway Bank	\$67,272.75
MVS Bank	\$26,673.81
Rec. Fund	\$76,602.22
Friend of Campton Mt.	\$10,248.12

FINANCIAL REPORT AS OF JUNE 23,2015

ACTUAL

BUDGET

WE Village District Income

Campton Taxes

Campton Interest	3,386.75
Prior Campton Taxes	272,800.33
<u>Current YR Campton Taxes</u>	<u>226,478.07</u>
Total Campton Taxes	502,665.15

Thornton Taxes

Thornton Interest	1,857.46
Prior Thornton Taxes	14,216.37
<u>Current YR Thornton Taxes</u>	<u>47,286.27</u>
Total Thornton Taxes	63,360.10
<u>Total TAXES</u>	<u>566,025.25</u>
Total WE Village District Income	566,025.25

FINANCIAL REPORT AS OF JUNE 23,2015

ACTUAL

BUDGET

MISCELLANEOUSE REVENUES

Northway Interest	27.14
Miscellaneous income	15,289.65
<u>Meredith Bank Interest</u>	<u>57.56</u>
<u>Total MISCELLANEOUSE REVENUES</u>	<u>15,374.35</u>
<u>Total Income</u>	<u>581,399.60</u>
Gross Profit	581,399.60

Expense

Debt Service

Water Upgrades - Principal	37,081.46	37,081.46
<u>Water Upgrades - Interest</u>	<u>4,598.11</u>	<u>4,598.54</u>
Total Debt Service	41,679.57	41,680.00

FINANCIAL REPORT AS OF JUNE 23,2015

	ACTUAL	BUDGET
WE Village District Expense		
New Well (Growth & New - New Well)	0.00	20,000.00
Equipment Truck and Plow	0.00	90,000.00
Capital Reserve- Paving/Parking	0.00	28,000.00
Major Building & Rec. Elements		
Exterior - Walls, Paint Finishes	7.96	10,000.00
Kitchen Equipment	0.00	15,000.00
HVAC Repairs	1,040.00	40,000.00
Roofs, Asphalt shingles	0.00	23,000.00
Lift Maintenance	1,150.00	15,000.00
Tennis/ Basketball Courts	218.96	19,224.00
General	2,844.00	
Liberty Pump House (Back-up Power)	22,079.05	20,000.00
Ski Bowl (Back-up Power)	14,693.33	20,000.00 7

FINANCIAL REPORT AS OF JUNE 23,2015

	ACTUAL	BUDGET
Sunset/Weetamoo (Back-up Power)	13,860.00	20,000.00
Hill Top (Back-up Power)	11,360.00	15,000.00
Mower/Snow Blower	(779.81)	
Back-up Power Rec Center	12,374.38	20,000.00
Expand/Upgrade Kitchen	0.00	15,000.00
ADA	24,891.54	77,000.00
Reservoir Back-up Power	0.00	20,000.00
Furniture Replacement	0.00	5,000.00
<u>Interior Renovations</u>	<u>3,597.00</u>	<u>21,400.00</u>
Total Major Building & Rec. Elements	107,336.41	355,624.00
WATER PROJECT - CAP RESERVES	0.00	25,000.00
GENERAL GOVERNMENT		
WEVD Admin	37,121.28	76,911.00
<u>Assist Admin</u>	<u>13,952.57</u>	<u>26,886.00</u> ⁸

FINANCIAL REPORT AS OF JUNE 23,2015

ACTUAL

BUDGET

Total WEVD Manager	51,073.85	103,797.00
Employee Benefits		
Retirement Contribution	7,579.06	7,818.00
Other Deductable Reimbursements	675.00	10,000.00
Social Security	4,400.72	6,573.00
Medicare	1,003.40	1,536.00
Health Insurance	8,138.24	24,294.00
NH Unemployment	103.93	399.00
Workers Comp Ins	32.75	8,121.00
Travel Reimbursement	106.40	128.00
Dental Ins	501.20	1,216.00
Health Reimbursement	2,980.75	6,746.00
Payroll Taxes	0.00	944.00
Bonuses - Other	0.00	9,121.00

FINANCIAL REPORT AS OF JUNE 23,2015

	ACTUAL	BUDGET
Total Bonuses	0.00	10,065.00
Total Employee Benefits	25,521.45	76,896.00
Cellular Phones	790.00	1,097.00
Commissioners Stipend & Expense	1,694.91	3,627.00
Accounting/Taxes/Audit	5,700.00	6,218.00
Legal / Consulting	9,888.13	12,192.00
Insurances	0.00	17,000.00
Telephones	651.59	1,450.00
Repeaters /Radios	0.00	1,500.00
Computer Services	2,275.00	4,145.00
Advertisements	221.18	52.00
Postage	514.89	610.00
Uniforms	168.00	500.00
Bank/Finance Charge	25.00	1,036.00

FINANCIAL REPORT AS OF JUNE 23,2015

ACTUAL

BUDGET

<u>Payroll Expenses</u>	14,361.70	<u>508.00</u>
Total GENERAL GOVERNMENT	112,885.70	230,628.00
Supplies		
Office Supplies	2,547.92	1,422.00
Total Supplies	1772.68	1,422.00
<u>Taxes/Fees/Charges</u>	<u>454.98</u>	<u>1,295.00</u>
Total WE Village District Expense	222,449.77	751,969.00
HIGHWAYS & STREETS		
Roads	25,273.35	66,976.00
Seasonal Plowing	8,256.74	10,830.00
Contractor Plowing	20,982.50	15,545.00
Payroll Taxes	2,455.15	6,615.00
Health Insurance	2,748.05	5,704.00
Dental Insurance	251.60	608.00

FINANCIAL REPORT AS OF JUNE 23,2015

	ACTUAL	BUDGET
Retirement	1,682.47	3,808.00
Travel Expense	533.85	267.00
Cell Phone	100.00	305.00
Misc Material & Supplies	5,469.75	17,617.00
Calcium/Magnesium Chloride	0.00	3,000.00
Cold Patch	0.00	2,591.00
Roadside Mowing/Sweeping	2,470.00	4,145.00
Culvert Expense	0.00	2,073.00
Road Sand & Salt	7,991.66	17,000.00
Equipment Rental	1,222.38	3,627.00
Equipment Repair	447.49	1,295.00
Misc. Projects	0.00	3,109.00
Diesel Fuel	9,665.25	20,726.00
Plow Gear & Sanders	393.25	4,000.00

FINANCIAL REPORT AS OF JUNE 23,2015

	ACTUAL	BUDGET
Oil & Filters	804.27	518.00
Maintenance & Tune-ups	335.36	5,000.00
Osh Kosh Repairs	2,230.16	2,073.00
Truck Repairs	3,424.58	6,000.00
Back Hoe Repair	6,517.36	7,000.00
Body Maintenance	0.00	104.00
Tires	1,242.00	3,500.00
Shop supplies	1,966.42	4,145.00
Small Tools/Equipment	899.85	3,500.00
Large Equipment/Tools	1,605.00	1,400.00
Grader Repairs	0.00	3,109.00
Shop Electricity	1,967.92	3,109.00
Generator Maintenance	0.00	5,000.00
<u>Shop Heat</u>	<u>1,934.88</u>	<u>3,000.00</u>

FINANCIAL REPORT AS OF JUNE 23,2015

	ACTUAL	BUDGET
Total HIGHWAYS & STREETS	112,871.29	237,299.00
WATER DIST & TREATMENT		
System Repair, Materials, Supply	34,383.35	26,000.00
Water Testing - DES	2,063.00	2,358.00
Leak Repairs	8,562.50	16,000.00
Water Treatment Chemicals	0.00	8,291.00
Engineering	0.00	7,500.00
Equip Rental	0.00	1,036.00
Telemetry	3,131.18	8,000.00
Misc Projects	0.00	8,000.00
Subscriptions/ Dues	668.69	1,295.00
Water System Electricity	29,761.12	78,000.00
<u>Licenses/Fees/Education</u>	<u>330.00</u>	<u>1,451.00</u>
Total WATER DIST & TREATMENT	78,899.84	157,931.00

FINANCIAL REPORT AS OF JUNE 23,2015

ACTUAL

BUDGET

PUBLIC SAFETY

Alarm, Fire & Water	1,239.48	4,145.00
Safety Supplies	29.52	1,606.00
<u>Fire & Security</u>	<u>6,597.55</u>	<u>7,254.00</u>
Total PUBLIC SAFETY	7,866.55	13,005.00

CULTURE & RECREATION

Building Wages	17,387.86	51,287.00
Payroll Taxes	1,135.29	4,382.00
Health Insurance	2,852.16	5,704.00
Dental Insurance	249.60	608.00
Retirement	1,500.03	3,696.00
Travel	242.59	207.00
Cell Phone	100.00	305.00
Ski Area Insurance	13,781.00	13,781.00 ¹⁵

FINANCIAL REPORT AS OF JUNE 23,2015

	ACTUAL	BUDGET
Snowcat Repairs & Maint.	2,541.65	4,000.00
Building Infrastructure	15,660.24	28,000.00
Employee Training	0.00	305.00
Pool Repair & Maint	5,516.00	4,819.00
Outdoor Lighting	511.85	700.00
Building Elec	25,447.33	61,000.00
<u>building heat</u>	<u>33,040.07</u>	<u>69,088.00</u>
<u>Total CULTURE & RECREATION</u>	<u>119,965.67</u>	<u>247,882.00</u>
<u>Total Expense</u>	<u>583,732.69</u>	<u>1,449,766.00</u>
<u>Net Ordinary Income</u>	<u>(2,333.09)</u>	<u>(1,449,766.00)</u>
Net Income	(2,333.09)	(1,449,766.00)

Mayne Flooring

Estimate

Ryan Mayne
727 Quincy Rd.
Rumney, NH 03266
Phone (603) 254-3270 Fax (603) 786-5092
ryanmayneflooring@gmail.com

06/05/15

Attn: **Corey Smith**
Via Email: Corey@Waterville-Estates.com
Waterville Estates
Campton, NH

Second & Third Floor Carpet Replacement	AMOUNT
1. Rip and Dispose 170 square yards of existing carpet 2. Supply, Prep and Install 170 square yards of Cambridge Fiesta 28oz carpet. 100% solution dyed nylon with Puralex and iloc MP backing. Additional charge for Concrete Stair case (1st to 2nd floor) Supply, prep, and install 48 yds Cambridge Fiesta carpet in Family Room & 1st floor entrance 3. Seal floors with Mildewcide latex primer prior to installation *Lifetime Warranty on seams, edge ravel, and zippering with installation of iloc backing *Puralex freshens air quality Estimate includes: 1st to 2nd floor stairs & 2nd floor landing; 2nd to 3rd floor stairs & 3rd floor landing	\$5,170.00 \$440.00 \$1,584.00
	\$7,194.00

0

Specializing in Commercial & Residential Flooring
Sales & Installation
Custom Tile Work & Shower Design



June 22, 2015
File No. 85270
Via Email and U.S. Mail.

Corey Smith, Manager
Waterville Estates Village District
562 Winterbrook Road, Box 19
Campton, NH 03223
corey@waterville-estates.com

**Re: Draft Proposal for Amendment 4
Wetland Permit Application
Snowood Well Site Access Road and Preliminary Studies
Waterville Estates Village District Water System
Campton and Thornton, New Hampshire**

Dear Corey:

Nobis Engineering, Inc. (Nobis) is pleased to present Waterville Estates Village District (WEVD) with this proposal for Amendment 4 to our existing contract (dated August 2011 and with subsequent formal and informal amendments) for professional hydrogeologic services for a water supply study for the Community Water System that serves the WEVD in Campton and Thornton, New Hampshire. This proposal was prepared following our meeting on December 16, 2014, and subsequent emails and phone discussions.

Amendment 4 will cover completion of a wetland permit application for an access road to the potential well site in the Mad River valley north of the Snowood Condominiums (Thornton Tax Map 17, Lot 14-39; "Site"). As discussed in the December 2014 meeting and subsequent discussions, this proposal also includes planning for new wells at the Site in 2015, with more work planned for 2016 (see below).

BACKGROUND AND OBJECTIVES

Background information and objectives are found in Nobis' August 29, 2011 proposal, on which the current contract is based.

Proposals dated November 2, 2011, and March 11, 2012 for Amendment 1 and Amendment 2, respectively, included new budget for work at the Site and also at the Liberty Lane wellfield (FEMA Grant Application Assistance). Informal agreements and work requests have covered additional work at the Site.

Amendment 3 (October 16, 2012) proposed new Task 500, Wetland Permit Applications for Access Road to Snowood Well Site. The objective of Task 500 is to prepare and submit an application for a wetland permit associated with constructing an access road to the Site. Task 500 does not include design or construction of the road. Any selection of a route for the access road that may be implied by Nobis' work under this Task only considers wetland permitting as a criterion and does not imply endorsement or feasibility of the route from any other standpoint.



Nobis understands that WEVD intends to use a road that was constructed in the 1980s to access a subdivision that was never constructed. The existing roadway is culverted and extends northeastward from Liberty Lane to the top of a banking above the Mad River valley. The presently proposed permitting applies only to new roadway that continues down the bank from the end of the 1980s roadway. At the bottom of the bank, the new access road will cross a wetland at the bottom of the bank in order to reach the proposed well site.

Amendment 4 includes continued work on Task 500 and proposes new Task 600 (Assess costs of T-shaped wells versus wellfield) and optional Task 700 (Geophysical Surveys) at the Site.

SCOPE OF WORK

Task 500: Wetland Permit Applications for Access Road to Snowood Well Site – Work proposed under this continuing task includes:

- Reconnaissance site visit by Nobis' New Hampshire Certified Wetland Scientist (CWS) and hydrogeologist on May 27, 2015;
- Update a wetlands plan (drafted previously under Amendment 3) required for the permit application;
- Prepare wetland plan in office; and
- Prepare and submit permit application to New Hampshire Department of Environmental Services (NHDES) Wetland Bureau.

As described above, selection of the best access road route or endorsement of a route is not included. No sampling is included. Follow-up investigations that may be required by NHDES will require an additional amendment and budget. Road design and construction are not included.

Task 600: Assess Relative Costs of T-shaped Wells versus Tubular Wellfield or Gravel-Packed Well – Nobis will obtain preliminary, approximate costs for constructing T-shaped wells with an approved excavator (must hold a New Hampshire Dug Well License); a tubular wellfield (a series of shallow, small diameter wells manifolded together); or a drilled gravel-packed well (would require alternate access unless a track-mounted rig can be found that can construct such a well).

Nobis will prepare an informal comparison of the three well options and meet with WEVD at your office to present our findings and discuss plans and budget for 2016 work on the project.

OPTIONAL Task 700: Well Site Optimization Using Geophysics – Within the area available for siting the well, based on Sanitary Protective Area setback requirements and other considerations, Nobis will use geophysical surveys to select the most favorable well site. The objective would be to look for locations where saturated gravels are the thickest. This will provide the most available drawdown in a pumping well. The most likely geophysical method will be micro-gravity surveys, which can find locations of bedrock troughs that may be filled with thicker gravel deposits. Other geophysical methods will also be considered. However, other survey types would require a subcontracted geophysical specialist; cost for a geophysical subcontractor is not included in the Amendment 4 budget.



The Amendment 4 budget for this optional task assumes that Nobis will rent a gravimeter and perform the surveys and data analysis ourselves. The budget assumes that a pair of parallel micro-gravity surveys will be carried out within the potential drilling area in 1.5 field days for a two-person Nobis crew. If optional Task 700 is included, Nobis will submit a sketch map that shows the survey locations and potential drilling targets, if any are identified, based on the gravity survey. A formal geophysical report and data submittal is not included but could be prepared and submitted on request, for additional budget.

BUDGET

Our estimated fee for the proposed work is as follows:

Scope	Fee Structure	Prev Fee	Amend 4	Total
Existing Task 100: New Well Study, Snowwood Site	Time & Expense	\$ 3,578.87		\$ 3578.87
Existing Task 200: Liberty Lane Wells Permitted Production Volume	Time & Expense	\$ 5,100.00		\$ 5100.00
Existing Task 300: Aquifer Recharge Feasibility Study	Time & Expense			
Existing Task 400: FEMA Grant Application Assistance	Time & Expense	\$ 5,657.05		\$ 5657.05
Existing Task 500: Wetland Permit Application for Road	Time & Expense	\$ 5,600.00	\$ 3,750.00	\$ 9,350.00
New Task 600: Assess Relative Well Costs	Time & Expense		\$ 1,750.00	\$ 1,750.00
Optional Task 700: Well Site Optimization (Geophysics)	Time & Expense		\$ 6,500.00	\$ 6,500.00
Total		\$19,935.92	\$12,000.00	\$31,935.92

We will not exceed the total amount shown above (\$12,000.00 for Amendment 4 (or \$5,500 if optional Task 700 is not selected); \$31,935.92 total, with optional Task 700; or \$25,435.92 without optional Task 700) unless we are authorized to do so.

Progress payment of fees will be billed on a monthly basis in accordance with the attached Schedule of Fees. Our payment terms are net 30 days. You will be notified if conditions require a change to the scope of services and budget estimate. This proposal is valid for 30 days from the date of issue.

SCHEDULE

Nobis will continue working with WEVD on a schedule to be mutually determined.

TERMS AND CONDITIONS

We will perform these services in accordance with the Statement of Terms and Conditions in our existing contract. This proposal is valid for 30 days from the date of issue.

We look forward to working with you on this project. Thank you for the opportunity to be of service. If you require additional information, please do not hesitate to contact us at (603) 224-4182.

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Sincerely,

Nobis Engineering, Inc.

James H. Vernon

James H. Vernon, Ph.D., P.G.
Senior Hydrogeologist

J. Chris Nadeau

J. Chris Nadeau, P.E.
Associate/Senior Project Manager

Attachments:

Schedule of Fees

ACCEPTANCE

This proposed contract Amendment 4 for services is hereby accepted by Waterville Estates Village District (WEVD), as evidenced by the signature below, and such a person so executing the same on behalf of the WEVD does hereby warrant full authority to act for, in the name of, and on behalf of the WEVD. This proposed contract is valid for 30 days from the date of issue.

Signature _____

For Waterville Estates Village District

Date _____

Title _____

Please indicate your acceptance by signing and returning one copy of this proposal.

Please select one of the following options and initial your choice.

Option 1: Tasks 500 and 600 only; estimate \$5,500.00

Initials

Option 2: Tasks 500, 600, and 700; estimate \$12,000.00

Initials

SCHEDULE OF FEES

CATEGORY	HOURLY RATE
Principal	\$190.00
Senior Project Manager III/LSP/LEP	\$175.00
Senior Project Manager II	\$160.00
Senior Project Manager I	\$140.00
Senior Landscape Architect	\$130.00
Landscape Architect	\$100.00
Project Manager III/LSP	\$135.00
Project Manager II	\$130.00
Project Manager I	\$125.00
Senior Project Engineer/Geologist/Scientist III	\$145.00
Senior Project Engineer/Geologist/Scientist II	\$130.00
Senior Project Engineer/Geologist/Scientist I	\$120.00
Project Engineer III	\$115.00
Project Engineer II	\$105.00
Project Engineer I	\$ 90.00
Project Geologist/Scientist III	\$110.00
Project Geologist/Scientist II	\$ 95.00
Project Geologist/Scientist I	\$ 85.00
Staff Engineer/Geologist/Scientist III	\$ 85.00
Staff Engineer/Geologist/Scientist II	\$ 80.00
Staff Engineer/Geologist/Scientist I	\$ 75.00
Technician III	\$ 85.00
Technician II	\$ 70.00
Technician I	\$ 60.00
Senior Project Coordinator	\$115.00
Project Coordinator	\$100.00
Word Processor/Clerical II	\$ 65.00
Word Processor/Clerical I	\$ 60.00

REIMBURSABLE EXPENSES

Report Materials
Travel, Field and Miscellaneous Services
Subcontracted Services

at cost
Cost Plus 15%
Cost Plus 15%

NOTE: 1) Fees charged to the project will be in accordance with these rates for all work performed.
2) Fee Schedule effective through December 31, 2015.



Engineering a Sustainable Future

REIMBURSABLE EXPENSES

FIELD EQUIPMENT

Photoionization Detector (PID)		
4-Gas Meter	\$ 90.00/	day
Water Level Meter	\$ 94.00/	day
Interface Probe	\$ 15.00/	day
pH, Conductivity and Temperature Meter	\$ 25.00/	day
Dissolved Oxygen Meter	\$ 20.00/	day
Oxidation Reduction Potential (ORP) Meter	\$ 30.00/	day
Metal Detector	\$ 30.00/	day
Air Sampling Pump	\$ 15.00/	day
Data Logger Pressure Transducer	\$100.00/	day
Disposable Bailers	\$100.00/	day
Field Supplies	\$ 12.00/	each
Groundwater Sampling Filter	\$ 25.00/	day
Groundwater Sampling Pump	\$ 20.00/	each
Low-flow sampling systems	\$ 40.00/	day
Hand Auger	\$175.00/	day
Level, Tripod, Rod/Prism, Tape/Chain	\$ 15.00/	day
Transit, Tripod, Rod/Prism, Tape/Chain	\$ 41.80/half	day
Multi Channel Data Logger	\$ 41.80/half	day
Hand-held GPS Unit	\$250.00/	day
Trimble GPS Unit	\$ 30.00/	day
Turbidity Meter	\$200.00/	day
Horiba Multimeter	\$ 15.00/	day
Field PDA	\$ 80.00/	day
Digital Camera	\$ 25.00/	day
	\$ 15.00/	day

Expenses, Field Supplies, Travel and Subcontracted Services

Cost Plus 15%



**REVEL SYSTEMS, INC.
GENERAL TERMS AND CONDITIONS OF SALE**

1. General: THESE REVEL SYSTEMS GENERAL TERMS AND CONDITIONS OF SALE ("Agreement") APPLY TO ALL QUOTATIONS MADE AND PURCHASE ORDERS ENTERED INTO BY REVEL SYSTEMS, INC. ("Revel") WITH CUSTOMER ("Customer") FOR THE SALE OF THE PRODUCTS ("Products"), LICENSE OF SOFTWARE ("Software") AND PROVISION OF SERVICES ("Services") TO CUSTOMER, AS SUCH PRODUCTS, SOFTWARE AND SERVICES ARE IDENTIFIED IN A WRITTEN DOCUMENT EXECUTED BY BOTH PARTIES. SOME OF THE TERMS SET OUT HERE MAY DIFFER FROM THOSE IN CUSTOMER'S PURCHASE ORDER AND SOME MAY BE NEW. ALL QUOTATIONS MADE AND PURCHASE ORDERS ACCEPTED BY REVEL ARE CONDITIONAL ON CUSTOMER'S ASSENT TO THE TERMS SET OUT HEREIN IN LIEU OF THOSE IN CUSTOMER'S PURCHASE ORDER. REVEL'S FAILURE TO OBJECT TO PROVISIONS CONTAINED IN ANY COMMUNICATION FROM CUSTOMER SHALL NOT BE DEEMED A WAIVER OF THE PROVISIONS CONTAINED HEREIN. Any additional or different terms or conditions provided by Customer ("Customer Terms") are deemed to be a material alteration of this Agreement and are hereby objected to by Revel and shall be deemed inapplicable to this Agreement. Notwithstanding any requirement by Customer Terms apply, Customer's acceptance of Products will constitute Customer's acceptance of this Agreement. In the event that for any Customer Terms are deemed to be the offer, Revel hereby rejects such offer and proposes that a contract be formed on the terms of this Agreement. This Agreement shall be applicable whether or not it is attached to or enclosed with the Products, Software or Services as long as Customer has obtained or otherwise accessed a copy of this Agreement. All additional purchases shall be subject to the terms of the Revel Systems Agreement and General Terms and Conditions whether or not a subsequent Agreement is executed in writing.
2. Pricing, Taxes: Revel has the right to change prices for Products, Software and Services at any time. Any purchase order ("Purchase Order") placed by Customer after a price change will be subject to the new price. In the event of a reduction in price for Revel Products or Software, Revel will extend the reduced purchase price to Customer for any Products or Software covered by a Purchase Order accepted by Revel but not already delivered. Any written price quotation provided by Revel in connection with this Agreement shall become void unless accepted by Customer within 30 days, or unless revoked by Revel prior to acceptance. Each Purchase Order placed by Customer shall have a purchase order identification number, shall identify the Revel part numbers for Products and Software, shall define the number of units of each Product and Software, shall reference Revel's then applicable prices, and shall request a specific delivery date. Upon receiving a Purchase Order from Customer, Revel will issue an order acknowledgement that references the purchase order identification number, confirms the Product and Software part numbers and the ordered quantities, accepts or rejects in Revel's discretion any delivery terms that are inconsistent with the delivery terms in this Agreement (provided that in the absence of explicit rejection by Revel, the delivery terms in this Agreement shall prevail), and defines the delivery dates for the Products and Software ("Order Acknowledgment"). As long as Revel's Order Acknowledgment does not materially alter the quantity of Products ordered by Customer, the Purchase Order and respective Order Acknowledgment will constitute a valid and binding contract between Revel and Customer with respect to the corresponding Products and Software, but in any event subject to the terms and conditions of this Agreement ("Order"). Customer's Purchase Orders shall comply with Revel's standard lead times. If a Customer Purchase Order requests that Revel ship Products within a shorter time period than Revel's applicable lead times or requests that Revel ship Products in a quantity that exceeds by more than 5% the quantity in Customer's original forecast, Revel will attempt to deliver such Products within the time frame requested, but Customer shall incur additional fees, not to exceed 10% of the original Price of the respective Products, above what is reflected in the written price quotation. Unless otherwise specifically provided herein, the amount of any present or future sales, revenue, withholding, excise or other tax, fee or charge applicable to the Products and Software covered by this transaction or the manufacture, sale, or license thereof, shall be added to the purchase price and shall be paid by Customer, or in lieu thereof, Customer shall provide Revel with such evidence of tax exemption as may be reasonably requested by Revel, including without limitation, a tax exemption certificate issued by applicable taxing authorities. Customer will reimburse Revel for any such tax, fee or charge, at the time of sale or thereafter, that Revel is required to pay.
3. Products:
 - a. Hardware: As part of each order, Customer may receive various hardware components, which may include iPads, stands, cash drawers, credit card readers, printers, routers, scales and other peripherals. Customer may purchase some hardware components independently of Revel if they meet the necessary specifications provided by Revel. All hardware components purchased from Revel, with the exception of the iPads which are addressed in Section 3(b) below, is being purchased by Customer and owned by Customer outright. Revel acts as an intermediary in making available such hardware components to Customer, and therefore Revel is not responsible for faulty hardware. Customer must address hardware issues directly with the respective hardware manufacturers. As a courtesy to Customer, in light of Revel's preexisting relationships with those manufacturers, Revel will reasonably assist Customer to contact the respective manufacturers and will provide hardware warranty information to Customer, but Customer must contact the hardware manufacturers directly in order to organize any exchange, repair or return of hardware components.
 - b. iPad Transfer to Customer: Apple has established certain requirements with respect to the resale or other transfers of iPads. Consequently, with respect to each iPad included in the Products, to take ownership of such iPad Customer agrees to accept and assume the license agreements for the software that was preinstalled on such iPad by Apple before purchase by Revel and that must be normally accepted by end users upon the initial boot of the iPad. However, if Customer does not want to accept those software licenses for any reason, Customer will have the option, in Customer's discretion, to notify Revel of such refusal, in which case Revel will be considered to continue to own the respective iPad, and that iPad will be deemed to be leased to Customer for a period of five years, after which Customer will have the option to extend the term of the lease for additional terms of five years by paying to Revel \$1 for each additional term.
4. Payment: Unless otherwise agreed upon by Customer and Revel in writing, all payments relating to Products, Software and Services are due in full before Revel ships, delivers or otherwise provides such Products, Software or Services. You may occasionally be eligible to receive a discount for Products, Software and/or Services through one of Revel's business affiliates, which may be subject to specific terms and conditions extended by that affiliate (any such discount and terms and conditions will be detailed in writing and you will have the opportunity to accept or decline that offer); you agree that should you accept such an offer and then choose to not comply with the applicable terms and conditions, you will promptly repay to Revel the amount of the discount. If a payment is not received when due, any unpaid balance will bear interest at the rate of 1.5% of the unpaid balance per month (or the maximum amount allowed by law, if lower). The amount of any credit extended by Revel to Customer may be changed or withdrawn completely by Revel at any time. For any order for which credit is not extended by Revel, shipment or delivery will require, at Revel's election, advanced credit card payment, cash with order (in whole or in part), or C.O.D. or sight draft attached to the bill of lading or other shipping documents, and all costs of collection shall be paid by Customer. If Customer provides to Revel a credit card number on file, Customer gives Revel permission to automatically charge that credit card for future payments and charges corresponding to Products, Software licenses or Services that are purchased, received or otherwise authorized by Customer in connection with this Agreement, including for ongoing Services to which Customer subscribes. Customer may revoke Revel's authorization to automatically charge Customer's credit card at any time by notifying Revel in writing of such revocation. If, in the judgment of Revel, the financial condition of Customer at any time does not justify continuance of Order fulfillment on the terms of payment originally agreed upon, Revel may stop production and charge Customer an appropriate cancellation fee and/or require full or partial payment in advance; and in the event of the bankruptcy or insolvency of Customer, or in the event any proceeding is brought by or against Customer under the bankruptcy or insolvency laws, Revel shall be entitled to cancel any Order then outstanding without waiving its claim for damage or other remedies.
5. Cancellation: An Order may be cancelled in writing by the Customer within 30 days of payment or signed contract, but no refund will be given on hardware, which Customer is free to return to the original manufacturer. Please note that Revel will not accept returned hardware. If hardware is damaged in transit and Customer requests replacement hardware, Revel will ship the replacement hardware at Revel's cost using standard ground shipping, unless otherwise agreed by the Parties. Customer must ship the malfunctioning hardware back to Revel, otherwise Customer will be billed on the credit card on file for the full replacement price. Returned Software may be subject to a return fee and must be done within 30 days.
6. Title and Delivery: Revel will make shipments either to Customer's address of record or to an address jointly specified in writing by Customer and Revel. Customer will be responsible for any shipping charges in-voiced by Revel. Risk of loss will pass from Revel to Customer at the time and place of delivery to Customer or to a carrier for transportation to Customer, whichever occurs first. All sales of Products and any other hardware under this Agreement are made EXW (Ex Works, Incoterms 2000) at Revel's outbound shipping locations, unless otherwise agreed in writing by the Parties. In the event of any default by Customer, Revel may decline to make further shipments without in any way affecting its rights under this Agreement.



7. **Shipping Dates:** All shipping dates are estimates only and are dependent upon prompt receipt of all necessary information from Customer. Revel will use commercially reasonable efforts to ship the goods on the date specified in the Order Acknowledgment. Shipments may be made in installments, with Products and/or Software being delivered in separate lots. Revel shall be excused from performance and shall not be liable for any delay in delivery or for non-delivery, in whole or in part, caused by the occurrence of any contingency beyond the reasonable control of Revel, including but not limited to, war (whether an actual declaration thereof is made), sabotage, insurrection, riot or other act of civil disobedience, actual or threatened act of terrorism or of any other public enemy, failure or delay in transportation, act of any government or any agency or subdivision thereof affecting the terms of this contract or otherwise, judicial action, labor dispute, accident, defaults or suppliers, fires, explosion, flood, storm or other act of God, shortage of labor, fuel, raw material or machinery or technical or yield failures.
8. **Acceptance:** Customer will have 30 days after the date of receipt Software to inspect and to test each Software shipped by Revel to Customer. During such 30-day period, if Customer determines that any such Software fails to meet the specifications set forth in Revel's documentation for the respective Software, Customer may reject such Software by notifying Revel in writing of such rejection, obtaining a returned material authorization ("RMA") number from Revel, and returning the rejected Software to Revel, at Customer's expense, within 30 days after receipt of such RMA number. Software not rejected by the Customer within the 30-day acceptance period under this Section shall be deemed accepted by the Customer at the end of such 30-day acceptance period.
9. **Security Interest:** Revel reserves, until full payment has been received, a purchase money security interest in the Products sold. Customer agrees to execute any document appropriate or necessary to perfect the security interest of Revel, or in the alternative, Revel may file this Agreement as a financing statement and/or chattel mortgage.
10. **Assignment:** Neither party may assign its rights or obligations under this Agreement or any Order without the prior written consent of the other party, whether expressly or by operation of law, except that a party may assign this Agreement (together with all Orders) in connection with the transfer of all or substantially all of its business, assets or stock. This Agreement shall bind and inure to the benefit of the parties and their permitted successors and assigns.
11. **Product Changes:** Revel reserves the right, at its sole discretion and without notice, to discontinue manufacturing or supplying any Product and Software it has not promised to deliver to Customer under a specific Order entered into by the parties. Revel also reserves the right, at its sole discretion and without notice, to change any Product and Software subject to a specific Order or specifications at any time so long as such changes or improvements do not materially affect the Product's or Software's respective performance, operation or reliability.
12. **Technical Data:** Customer will not, without Revel's prior written consent, use, duplicate, or disclose any data or information relating to any Product, Software or Service made available by Revel under this Agreement, including any information related to the functionality, performance, pricing, application, or construction of the Products and Software delivered or disclosed by Revel to Customer, for any purposes other than for the installation, operation or maintenance of Products and Software purchased or licensed hereunder. The foregoing will not apply to any information that is known publicly or becomes known publicly independent of Customer.
13. **Consumer Data:** Customer will own all data relating to Customer's end consumers and to the commercial transactions processed using the Products, Software and Services covered by this Agreement (such data "Consumer and Transaction Data"). Customer will comply with all applicable privacy laws in the course of collecting, storing and using the Consumer and Transaction Data. Customer grants to Revel a perpetual and irrevocable license, with the right to sublicense to Revel's affiliates, to use the Consumer and Transaction Data in connection with Revel's business, including to assist Customer to use the Products, Software and Services to operate Customer's business. Revel will also comply with all privacy laws applicable to Revel in connection with the Consumer and Transaction Data. If Customer needs help in understanding applicable privacy laws, Revel may be able to assist Customer and serve as a resource to Customer during the term of this Agreement. Please ask your Revel representative for further information while this Agreement remains in effect.
14. **Software License and IP Ownership:** Subject to Customer's timely payment of all applicable license fees and full compliance with this Agreement, Revel grants to Customer a nonexclusive, fee-bearing license under Revel's applicable intellectual property rights to use any Software delivered or made available by Revel under this Agreement, in the exact form delivered or made available by Revel, to operate the Products purchased from Revel under this Agreement while this Agreement remains in effect, provided that such use of Software and operation of Products is in accordance with all applicable Product and Software documentation and instructions provided by Revel. Revel owns and will retain all right, title and interest in and to the Software and to any patents, copyrights, mask work rights, trade secrets, trademarks and other intellectual property rights in and to all Products and Software. Customer will not, and will not cause or permit any third party to, reverse engineer, decompile or otherwise deconstruct any Product or Software, except to the extent any applicable laws limit or prevent this prohibition. No licenses or other rights which are not expressly granted in this Agreement are intended to be, or will actually be granted or conferred under Revel's intellectual property rights, whether by implication, statute, inducement, estoppel or otherwise, and Revel hereby reserves all of its rights other than the rights expressly granted to Customer in this Agreement.
15. **Governing Law and Venue:** This Agreement and performance by the parties hereunder shall be construed in accordance with the laws of the State of California, U.S.A., without regard to provisions on the conflicts of laws or the U.N. Convention on Contracts for the International Sale of Goods. Any action arising out of any dispute between any of the parties with respect to any of the transactions contemplated hereby shall be brought in the federal or state courts located in San Francisco County, California, and each of the parties hereto hereby submits itself to the exclusive personal jurisdiction of such courts for purposes of any such action. Customer agrees that service upon Customer in such action or proceeding may be made by first class mail, certified or registered, to such Customer's address last appearing on the records of Revel.
16. **Warranties:** Customer acknowledges and agrees that the Products, Services and Software are purchased and respectively licensed in a beta development stage, and are therefore accepted by Customer with no warranties, assurances or indemnification obligations of any kind. REVEL MAKES NO OTHER WARRANTY, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO Products, Software OR Services, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF TITLE, AVAILABILITY, RELIABILITY, USEFULNESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE. REVEL'S Products, Software AND Services ARE PROVIDED "AS-IS," AND REVEL DOES NOT WARRANT THAT THEY WILL MEET CUSTOMER'S REQUIREMENTS OR BE UNINTERRUPTED, TIMELY, AVAILABLE, SECURE OR ERROR-FREE, OR THAT ANY ERRORS WILL BE CORRECTED. Revel agrees to make commercially reasonable efforts to address any material deviations from the applicable Revel documentation that occur in the operation of Products or Software. Agreement will comply with all laws, rules and regulations applicable to the use and operation of the Products, Services and Software in connection with this Agreement, including any employment laws applicable to Customer's personnel, and will indemnify and hold Revel harmless from any claims brought against Revel or its personnel and affiliates as a result of Customer's non-compliance with such laws, rules or regulations.
17. **Limitation of Liability:** REVEL SHALL NOT BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE Products, Software OR Services, NOR FOR ANY LOSS OF BUSINESS, LOSS OF USE OR OF DATA, INTERRUPTION OF BUSINESS, LOST PROFITS OR GOODWILL, OR OTHER INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THIS Agreement, EVEN IF REVEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THIS EXCLUSION INCLUDES ANY LIABILITY THAT MAY ARISE OUT OF THIRD-PARTY CLAIMS AGAINST CUSTOMER UNDER NO CIRCUMSTANCES SHALL Revel's TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS Agreement, REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO REVEL HEREUNDER FOR THE Products, Software AND Services ACTUALLY GIVING RISE TO SUCH LIABILITY OVER THE TWELVE (12) MONTHS PRIOR TO THE DATE WHEN THE RESPECTIVE CLAIM IS FIRST MADE. THE FOREGOING LIMITATION IN THIS SECTION 17 IS CUMULATIVE, WITH ALL PAYMENTS TO Customer FOR CLAIMS OR DAMAGES BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT, AND THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THAT LIMIT. CUSTOMER ACKNOWLEDGES THAT THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NO CLAIM, SUIT OR ACTION SHALL BE BROUGHT AGAINST Revel IF MORE THAN ONE YEAR AFTER THE RELATED CAUSE OF ACTION HAS TRANSPIRED. PLEASE NOTE THAT THE CUSTOMER IS RESPONSIBLE FOR CREDIT CARDS BEING USED WHILE THE SYSTEM IS IN OFFLINE MODE, AND REVEL WILL HAVE NO LIABILITY IF CREDIT CARDS ARE DENIED WHEN THE SYSTEM IS TURNED BACK INTO ONLINE MODE.



18. Internet Traffic Management: If Customer uses any Internet wireless router or other network access technology or network-enabled devices provided by Revel, Customer grants to Revel the right on behalf of Customer to filter Internet traffic for data security purposes and to otherwise manage or modify Internet data transmissions.
19. Privacy. Your privacy is very important to Revel. By entering into this Agreement, Customer confirms that Customer has read, understood and accepted Revel's Privacy Policy as posted and updated from time to time by Revel at <http://revelsystems.com/legal/privacy>.
20. Always-On Mode. The Products, Software and Services may be configured to operate in an offline mode, so that Customer's point of sale terminals may continue to process credit cards, loyalty cards and other remote server-based transactions even if the connection to the Internet or to the payment processor is temporarily discontinued ("Offline Transactions"). This is an advanced feature of the Products, Software and Services that enables Customer's business to continue to operate in an offline mode. While in offline mode, Offline Transactions are processed locally, without receiving a final confirmation from a remote server that the respective transactions were in fact completed. Consequently, with Offline Transactions, Customer assumes the risk that when the Products, Software and Services reestablish a connection to the remote servers, at least some of the Offline Transactions may be declined. For example, Customer assumes the risk and will be solely responsible if credit card transactions processed offline are not approved if the credit cards are declined by a payment processor or financial institution when the connection with the remote servers is reestablished. Consequently, to avoid or limit potential losses for Customer, Customer agrees to verify that the Products, Software and Services are properly configured to process credit cards and other transactions that require remote server responses, including by verifying at least once a day (and more often if reasonably prudent under the circumstances) that Customer's account is properly credited for the full amounts of the purchase transaction conducted using the Products, Software and Services. Revel strongly suggests that Customer trains and instructs its personnel to verify multiple times each day that the Products, Software and Services are not operating inadvertently in an offline mode, that the connection to the payment processor is and remains properly configured, and that any Offline Transactions are accurately processed when the connection to the remote servers is reestablished.
21. Entire Agreement: This Agreement between Customer and Revel in connection with the Product, Software and Services provided by Revel constitutes the entire agreement between Revel and Customer and supercedes all previous communications, representations and agreements, whether oral or written, between the Customer and Revel with respect to the subject matter hereof. Sections 12, 13, 14, 15, 16, 17, 19, 20 and 21 will survive any expiration or termination of this Agreement, together with any other provisions that should also survive by their nature. This Agreement may not be modified, supplemented, qualified, or interpreted except in writing signed by Customer and Revel. The failure by Revel to enforce at any time any of the provisions in this Agreement will in no way be construed as a waiver of such provisions. Headers are for convenience only and will not be used to interpret this Agreement.
22. US.ePay: If the Customer's merchant service provider is unable to set up the Customer with the USA ePay gateway, Revel can help set the customer up, but additional fees may apply. If Customer would like assistance with USA ePay or another payment processor, please discuss with a Revel representative.

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DocuSigned by:

Corey Smith

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Corey Smith

Title	gm
Company	waterville estates village district

6/5/2015

WEVD ADA POLICY

This ADA Policy is prepared based on giving priority to providing accessibility for members of the Community who may be disabled. It is written to provide a path for the WEVD to come into compliance with the 2010 AQDA Standards as updated in the June 2015 “ A primer for State and Local Governments” published by the DOJ. Only secondarily, will improvements be made to Village District’s facilities simply to be Compliant with ADA Regulations. Removal of barriers to access Member Programs will be given 1st priority and will be funded for completion in the Long Term ADA Compliance Plan first. If or when a member’s need for accommodation or access because of a disability is presented to the Commission or the Management it will be given priority over planned compliance items that may already be scheduled in the Long Term ADA Plan.

A plan for long term compliance with ADA Regulations Title I I of ADA, 28CFR Part 35 under which the WEVD Facilities fall, will be developed following a self-assessment. This assessment will be completed with the assistance of an ADA experienced Architect / Engineering Expert. Upon review of the assessment a Citizen ADA Coordinator will be appointed by the VD Commission to assist in the preparation and monitoring of the Long Term ADA Compliance Plan. The Plan will be developed in coordination with the WE Long Term Planning Committee to insure its financial feasibility. The Plan will be presented to both the Commission and the Board of Directors for implementation. The Plan will be reviewed on an annual basis by the Long Term Planning Committee along with the Citizen ADA Advisor to insure that the identified and changing needs of its disabled Community members are scheduled for solution.

The initial professionally prepared Self-Assessment will form the basis for the Long Term ADA Compliance Plan. Upon its completion the Self-Assessment will be annotated with the intended Management response and appended to this Policy. From this review of the Assessment the First Long Term ADA Compliance Plan will be developed to include a list of all actions and projects necessary long term to make WEVD and its facilities ADA Compliant. The list of projects will include a Scope of Project, a Preliminary Cost Estimate, and a Projected Calendar Year of Completion so ADA Projects can logically be scheduled into the WE Long Term Plan.

May 13, 2015

Pursuant to the WEVD ADA Policy the First Long Term ADA Compliance Plan for 2015 is proposed as follows:

<u>Project and Scope</u>	<u>Preliminary Cost Estimate</u>	<u>Est. Completion Date</u>
(This may go out 10 years)		
Build Accessible Companion Locker Room and Sauna	\$30,000	July 2015
Install Signage and Parking Access to Facilities		
Purchase and install Pool Access equipment	\$10,000	Summer 2015
Complete outdoor and indoor Pool access ramps , Door fixtures, thresholds etc to provide access to historically non accessible Member Programs offered in the Community Center building	\$37,000	Summer 2015
Ski Area Lodge ADA Upgrades		Fall 2016