

TOWN OF WAITSFIELD
SELECTBOARD MEETING AGENDA
Monday, July 28, 2025 | 6:30 PM
Location: Waitsfield Town Office
(Please see access details below)

Site Visit – Gravel Pit and Town Property – 5:30 PM

3292 Main Street. Amerigas entrance – Left at the Fork in driveway for the Gravel Pit

I. Call to Order – 6:30 PM

Location: Waitsfield Town Office or via Zoom (see access information below)

II. Regular Business

A. Agenda Adjustments

- Additions, removals, or modifications pursuant to 1 V.S.A. § 312(d)(3)(A)

B. Public Forum

- Open for public comment
-

III. Business Items

A. Department of Liquor and Lottery

- Emily’s Outdoor Consumption Request

B. Town Office Elevator

- Update on elevator status and discussion of next steps consider accepting the bid

C. Farley Riverside Park

- General updates

D. Rectangular Rapid Flashing Beacon (RRFB) – Second Unit

- Consider approving purchase of a second RRFB unit for the Main Street and Carroll Road crosswalk

E. Garage Sale Permit Application

- Discussion

https://www.waitsfieldvt.gov/fileadmin/files/Permit_Applications/Other_Permits/Garage_Sale_Permit_Application.pdf?f56a768d740f19e8d64b04bb59118682ce28368d

F. Transition to .gov Emails

- Update on progress and consideration of Microsoft 365 subscription

- 34 **G. Finance Committee for Wastewater Project**
35 • Consider task force recommendation for creating a wastewater finance committee
36 • Consider authorizing York Haverkamp to sign USDA Rural Development funding package upon arrival
-

37
38 **IV. Consent Agenda**

39 **A. Items for Approval**

- 40 1. Minutes of July 14, 2026
41 2. Bills Payable and Treasurer’s Warrants
42 3. Public Festival Permit – Mad River Valley Craft Fair
43 • Consider permit application
-

44
45 **V. Selectboard Round Table**

- 46 • General updates and discussion
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47
48 **VI. Executive Session**

- 49 • Discussion of cybersecurity vulnerabilities and legal considerations pursuant to 1 V.S.A. § 313(a)(1)(E)
50 • Invite York Haverkamp to join the session
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51
52 **VII. Adjourn**

53
54

55 ***PLEASE NOTE: Public Access to this meeting will be hybrid, remote via Zoom or in person at**
56 **the Waitsfield Town Office. For remote access, please use the following link:**

57 **<https://us02web.zoom.us/j/82056117089>**

58 **Meeting ID: 820 5611 7089**

59 **By phone: 1 (929) 205-6099**

60 **Anyone wishing to speak can do so during the designated times, or as indicated by the chair.**

61

Town Administrator Report

July 28, 2025

The past couple of weeks in Waitsfield have been a whirlwind—busy, exciting, a bit exhausting, and altogether inspiring. A lot has been accomplished, even more is in the works, and I’m genuinely grateful for the dedicated Town staff who make it all happen in service to our community. Thank you for the continued honor of allowing me to work for Waitsfield.

Peace,
York

Town Office Elevator

I followed up with our Otis representatives and also reviewed the service history through the online customer portal. After a detailed discussion, I’m able to provide more context regarding the recent elevator issue.

When the elevator was installed in the new Town Office approximately nine years ago, it was filled with NZ hydraulic oil — a biodegradable, vegetable-based fluid that was considered an environmentally preferable option at the time. This type of oil was sometimes recommended for use in LEED-certified or “green” buildings, though I’m still confirming whether that was a specific requirement for our facility.

Since then, the industry has largely shifted back to using standard mineral-based hydraulic oils due to performance and maintenance concerns. According to Otis, components like the one we’re replacing have an estimated life expectancy of around five years when using NZ oil, compared to approximately ten years with traditional hydraulic oil.

Otis strongly recommends that we proceed with replacing the failed part and, at the same time, transition from NZ oil to a standard hydraulic oil to help extend the system’s lifespan and reduce future maintenance needs.

Below is the list of what Otis look at annually

Door Protection Maintenance

- Observe and clean detector
- Check proper performance of detector

Hoistway Door Maintenance

- Check hoistway doors for smooth operation
- Clean tracks, doors, hangers, and sills
- Inspect bumpers, astragals, and sight guards
- Clean door locks, check set for proper operation

Pit Equipment Maintenance

- Clean the pit and car bottom
- Check emergency stop switch and other pit switches for proper operation
- Clean and inspect guides on the bottom of the elevator Car Door and Door Operator Maintenance
- Inspect Door Gibs

- Check door vanes, rollers, and hangers
- Check the condition of the operator, switches and cams

Car Top Maintenance

- Clean the top of the car
- Clean car top switches, fans, readers and electrical components
- Check proper Operation

Controller

- Check error/fault logs
- Check wiring connections
- Check resistors, circuit breakers, filters, gaskets and connections
- Clean and inspect controller
- Check starter relay contacts

Elevator Oil and Certification Impacts – Simplified Message from Chris Cook

Chris Cook provided a preliminary overview regarding potential impacts of switching the Town Office elevator from vegetable-based oil to a different type:

- **LEED O&M certification** requires ongoing recertification, and the oil change could affect future eligibility.
- A **detailed review of specific certifications** would be needed to fully understand the implications; that deep dive has not yet been completed.
- The **type of oil used** can impact overall **energy performance**, particularly in maintaining oil temperature. If the Town Office is operating under a **net-zero energy model**, this switch may affect our ability to maintain that designation.
- Most certifications are **not impacted after initial award**, with the exception of **Living Building Challenge – Net Zero**, which does not currently list the Town Office as a certified project.

Chris also noted that **Maclay Architects** has transitioned staff and records to **Vermont Integrated Architecture**, following Bill Maclay’s retirement. While some institutional knowledge remains, there may be gaps in project history.

She asked if this information is sufficient to support a decision and offered to dig deeper if specific certifications are known.

RRFB Installation – Main Street and Carroll Road

Josh Schwartz and I recently met with three representatives from VTrans to discuss the potential installation of a Rectangular Rapid Flashing Beacon (RRFB) at the Main Street and Carroll Road crosswalk. VTrans agreed that this is an ideal location for a pedestrian safety improvement of this kind.

As background, the Selectboard previously approved the purchase and installation of an RRFB at the crosswalk near the school. That project was funded through a grant, received the necessary VTrans permits, and was granted an extension through January 25, 2026.

Thanks to favorable equipment pricing, sufficient grant funds remain to purchase and install a second RRFB unit, making this location a logical next step.

If the Selectboard is in agreement, we will initiate the VTrans permitting process for this second unit. We've confirmed with our supplier (RoadwaySigns) that the previously delayed solar components are now in stock. They have offered to assemble and ship both units together, helping streamline the timeline and reduce delivery costs.

It is worth noting that the sidewalk connecting the boardwalk along Carroll Road to the crosswalk landing is currently gravel. While VTrans is not requiring this to be upgraded in order to permit the RRFB, they have strongly encouraged the Town to pursue a Right-of-Way (ROW) permit and plan for installation of a proper ADA-compliant sidewalk at that location in the near future.

Transition to .gov Email and Microsoft 365

Henry, in coordination with Ecopixel and the Town Office staff, has been leading the transition of all Town email accounts - including those for Selectboard members - from our current email addresses to official .gov email addresses.

As part of this transition, the Town will be subscribing to Microsoft 365, a critical step toward improving our cybersecurity infrastructure. This move will also provide access to up-to-date Microsoft software, including Word, Excel, and PowerPoint, replacing the outdated versions currently in use.

The annual cost for Microsoft 365 is expected to be under \$1,000 for all users. Henry is initiating a one-month trial period, which will allow us to finalize the cost structure based on individual user needs—some of which will qualify for a more affordable basic plan.

I recommend the Selectboard consider approving this cost as part of our continued investment in secure, modern, and efficient Town operations.

Wastewater

There is a flurry of activity underway—and even more on the horizon—related to the Waitsfield Wastewater Project.

As previously noted, we are expecting the arrival of a funding package from USDA Rural Development at any time. In parallel, the technical team—working closely with DuBois & King (D&K)—continues to make steady progress on the system design. Easement templates have also been drafted, thanks to the support of JB Weir, in preparation for upcoming phases of the project.

We plan to reapply for the Catalyst Grant this fall, with a goal of securing an additional \$1 million in funding. Early conversations with partner organizations are underway, and a pre-application letter is anticipated in August.

In the coming weeks, the technical team will be addressing several key items that may result in hosting a public open house—a valuable step toward finalizing and communicating the wastewater plan.

Items for Selectboard Consideration

1. Wastewater Project Workshop

The Wastewater Task Force proposes holding a Selectboard Wastewater Project Workshop on Wednesday, September 24th. The session would ideally begin around midday, include lunch, and last approximately three hours. This workshop would provide an opportunity for in-depth updates and discussion on this transformative project.

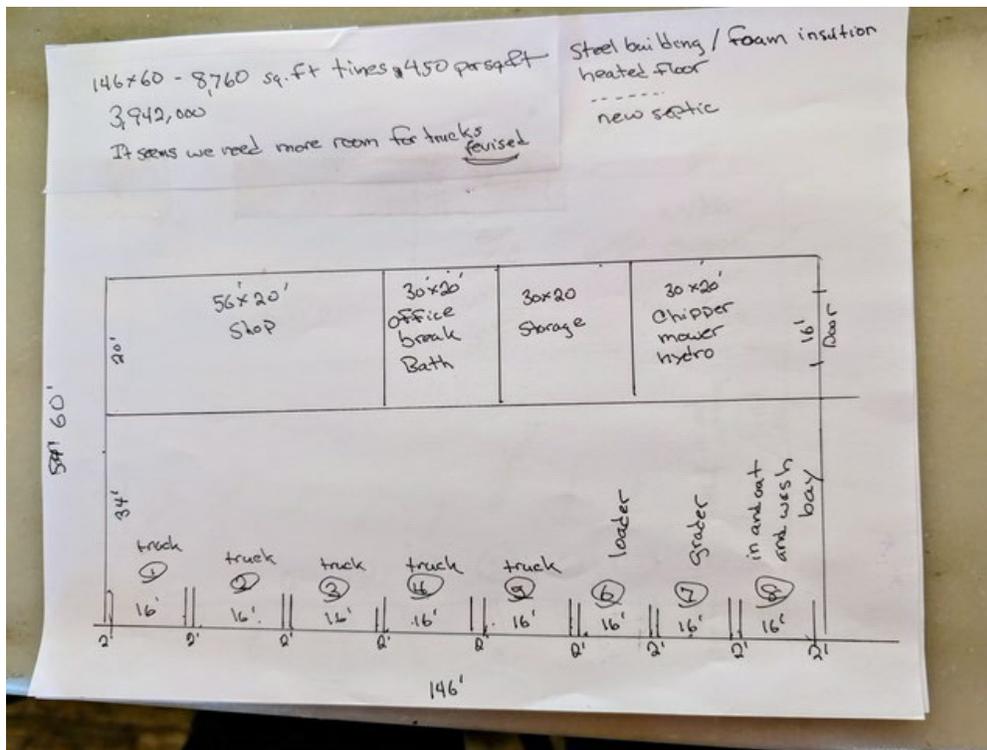
2. Creation of a Wastewater Finance Committee

The Task Force respectfully requests the Selectboard's approval to establish a Wastewater Finance Committee. This committee will be a critical component in developing the financial strategy for the project and ensuring long-term sustainability and transparency in planning.

Town Garage RFP

York spoke with Charlie Goodman and Tyler Billingsley (engineer) to discuss the development of a new Request for Proposals (RFP) focused on producing architectural drawings and a preliminary cost estimate for the proposed Town Garage.

A draft RFP is expected to be ready for Selectboard review at the August 11th meeting. By that time, we also anticipate having a clearer project timeline to help guide planning and next steps moving forward. Drawing below.



General Wait House

Thanks to the Town's support, the General Wait House Commission has accomplished significant progress on the building in a short period. The new ADA ramp and accessible parking spot have been completed, and Village Restoration has freshly painted the exterior. The roof is nearly fully stripped, with new shingles scheduled to be installed within the week. There is essentially zero rot with the exception of around the chimney, and it turns out there is ample insulation over the addition, therefore the final cost will be substantially slower than the original quote.

Plans to rekey all doors are underway, with door numbering and an accompanying Excel inventory still in progress. The elevator/lift has been successfully repaired, and a fire door lock installation, approved by the Selectboard at their July 14th meeting, is still pending.

Renters of the General Wait House have expressed their appreciation for the Town's efforts to bring the building up to the standards it deserves, as well as for the professionalism and friendliness of the workers involved.

Shared Use of Sidewalks in Irasville and Waitsfield Village

Misha Golfman of the Mad River Path brought to my attention the below, which I thought warranted a conversation.

The sidewalks in Irasville and Waitsfield Village are not exclusively pedestrian — they function as shared-use paths for both pedestrians and cyclists. While more experienced cyclists tend to stay on the road, children biking to school and less experienced riders often use the sidewalk for safety and comfort.

While sharing narrow sidewalks is not ideal, this infrastructure still provides critical non-vehicular access through the village center, and is far better than no option at all.

Key Considerations for the Town

The Town is fortunate to have sidewalk infrastructure in place, and it's important to recognize and support its shared use by encouraging safe, respectful behavior among all users. To that end, we recommend the following

Public Messaging & Education

- Reinforce that sidewalks are shared spaces and that cyclists should yield to pedestrians.
- Encourage safe practices like slowing down near others, passing with care, and using a bell or voice to signal when approaching.

Signage & Wayfinding

- Install small, friendly signs or decals along key routes with reminders such as:
 - "Shared Use Sidewalk: Cyclists Yield to Pedestrians"
 - "Ride with Care – Walkers Have the Right of Way"



Support for Kids and Families

- Recognize that many sidewalk cyclists are children biking to school or families running errands — groups for whom the road is not a viable option.

Conclusion

These shared sidewalks are vital community assets, offering safe passage through Waitsfield and Irasville for people of all ages and abilities. By promoting cooperative use and enhancing public awareness, the Town can improve safety and strengthen the sense of shared responsibility among those who rely on this infrastructure every day.

Meadow Road Bridge Update

On June 27, Fred Messer, Keith Cubbon (CVRPC), York Haverkamp, and Alice Peal met with Michelle Redmond (VTrans District 6) and Sven Scribner (VTrans Temporary Bridge Committee) to discuss the status and future of the Meadow Road Bridge.

Summary of VTrans Recommendations

Based on our discussion and follow-up emails, VTrans recommends the following course of action:

1. Bridge Inspection
 - An inspection is scheduled and expected to occur imminently. The report will determine whether short-term repairs are viable to extend the bridge's life by 5–10 years.
2. Repairs by a Contractor with a Professional Engineer (PE) on Staff
 - If inspection findings are favorable, proceed with repairs.
 - Preliminary cost estimate: \$30,000 (though actual costs may be higher).
 - Repairs would focus on deck work and known floor beam issues.
3. Plan for Full Replacement in 5–10 Years
 - Long-term planning should begin now.
 - Replacement could be pursued through regional prioritization for state funding or through local capital planning.

From Sven Scribner (VTrans):

“Once you receive the inspection report, solicit estimates for the necessary repairs. It’s important to weigh the cost of those repairs against the value of the added service life. A long-term solution will likely require strong regional advocacy to secure majority state funding—or planning for a Town-funded replacement.”

Current Limitations

- No state funds are currently available from VTrans District 6.
- Waitsfield is not eligible for a temporary bridge, as the current bridge's condition is attributed to deferred maintenance.

Next Steps

- Await results of the inspection.

- If repairable, issue RFPs to qualified contractors with engineering capacity.
- Continue exploring funding options for full bridge replacement.

Contractor Recommendations

VTrans recommends reaching out to the following firms, all of whom have a track record of successful bridge work and professional engineers on staff or available:

1. Daniels Construction – Matt Belden
2. Winterset Construction – Mike Clark
3. ECI Construction – Ben McKinney (local)
4. George Austin Construction – (PE not confirmed)
5. Fenoff Construction – Kirk and Derek Fenoff (PE not confirmed)
6. Parent Construction – Tim Parent
7. Cold River Bridges – Jimmy Hollar and Chad Contaldi

Keith Cubbon (CVRPC) is available to assist in drafting and reviewing RFPs for the repair work.

Welcome to Waitsfield Sign

The new Welcome to Waitsfield signs were installed on Thursday, July 24th. On the same day, Waitsfield Telecom approved our request to relocate the sign from its current position to the recommended location outlined on pages 35–36 of the report (see link below).

The team at Waitsfield Telecom expressed enthusiasm for supporting this effort to enhance the Town’s visual appeal and welcoming atmosphere. In addition to approving the new sign location, they also support implementing the landscaping plan included in the original design from 11 years ago.

A conceptual design photo is included below for reference.

<https://cdn.townweb.com/mrvpd.org/wp-content/uploads/2018/08/Waitsfield-V-DAT-Report.pdf>



FEMA Work – 2024 Flooding Event

On Friday, July 25th, the Hydrologic & Hydraulic (H&H) study for the Old Center Fayston Road culvert, which was replaced following the July 10, 2024 flooding event, was sent to York for review.

This is a positive development, as FEMA's reimbursement timeline is approaching its end. Maintaining forward momentum is essential to avoid jeopardizing reimbursement. The completion of H&H studies for both Old Center Fayston Road and Center Fayston Road is a critical step in that process. We anticipate receiving the H&H study for Center Fayston road soon.

Outdoor Recreation Economic Impact Toolkit – Project Update

Significant progress has been made on the **Outdoor Recreation Economic Impact Toolkit** initiative. Sam, Josh, JB and I have been working collaboratively to advance the Town's participation in this regional effort.

We've followed the Tier 1 Guidance and have completed a draft of the Foundational Assessment. Sam has been actively developing the Inventory of Outdoor Recreation Assets. Once that inventory is complete, the next step will be compiling the Inventory of Existing User and Economic Data.

An outstanding piece of this effort is the Inventory of Outdoor Recreation Businesses. Eric Friedman with the Chamber will be taking the lead on this component, with support from the team as needed. The target is to have a complete draft ready by early next week.

This project plays an important role in better understanding the economic value of outdoor recreation in our community and across the region.

Dana Hill Road Update

This week, the road crew completed repairs on Dana Hill Road, focusing primarily on areas around exposed culverts. Based on current understanding, maintenance of these sections falls under the Town's responsibility, as Dana Hill is classified as a Class 4 public road.

In response to the Selectboard's request, Josh Rogers contacted Kingsbury Construction to request a cost estimate for potential work on Dana Hill. This information is being gathered as part of early planning for the FY27 budget.

To be clear, no decisions or commitments have been made regarding further improvements to the road. The goal at this stage is to develop potential options and gather the necessary information to support informed decision-making moving forward.

LIQUOR/TOBACCO LICENSE WARRANT

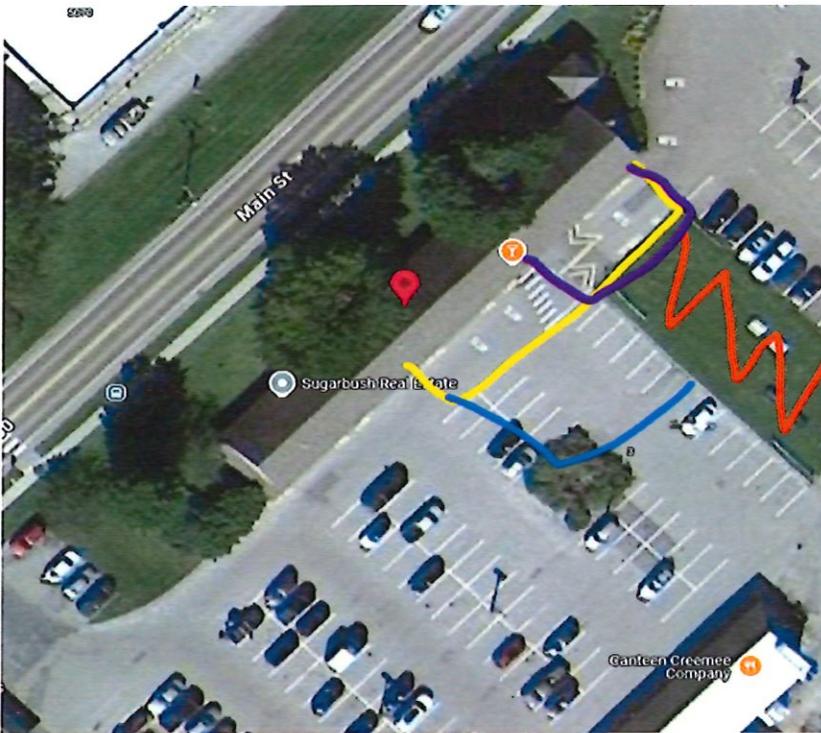
7/28/2025

As of the date above, the following applicants have submitted their liquor/tobacco license applications and the Town's fee of \$115 (1st Class) and/or \$70 (2nd Class) and are awaiting Selectboard approval:

<u>Business Name</u>	<u>Doing Business As</u>	<u>Licensed Since*</u>	<u>Licenses to be Renewed</u>
Emily's in the Valley	Emily's	2018	One-time Outside Consumption Permit *see explanation

*Women's Wednesday is a monthly gathering of community members (doesn't have to be just women). We want to have yard games and raffle prizes that would benefit the Mad River Community Fund. The event would be from 5-7:30 (application says 10:00) on Wednesday, August 6. The parking lot would be blocked off at the tip of my building to the north and along the speed bump. Licensed area would not go beyond the 20 feet of fencing. It would be within the purple line below (ignore all other lines).

Applicant has written permission from the property manager at Glentoran (property owner).



***New applicants need to go before the Selectboard for the first three times of licensure and any new permit type.**

Approved:

Date:

Otis Service and Repair Order

7/9/2025

CUSTOMER NAME

TOWN OF WAITSFIELD
4144 MAIN STREET
WAITSFIELD, VT 05673

OTIS ELEVATOR COMPANY

20E Morse Drive
Essex Junction, VT 05452

OTIS CONTACT

Hannah Miele
Phone: (413) 342-6887
Email: Hannah.Miele@otis.com

PROJECT LOCATION

WAITSFIELD TOWN OFFICES
4144 MAIN ST
WAITSFIELD, VT 05673-6094

PROPOSAL NUMBER

QTE-002213512

We propose to furnish the necessary material and labor on the following units:

Unit	Customer Designation
B00633	ONLY

SCOPE OF WORK

PACKING REPLACEMENT

The hydraulic plunger packing will be removed, the stuffing box cleaned and new packing of the proper type installed to reduce unnecessary creepage of the car away from the landing.

Any oil that must be disposed is the responsibility of the customer. Should the referenced unit listed above have a telescopic jack configuration, inverted or standard, extra costs for packing replacement will apply and may not be included in the price listed below.

Material provided shall be installed in accordance with the ASME A17.1 Safety Code for Elevators and Escalators.

The customer will be responsible for paying local inspection fees if applicable.

Your account representative will contact you to schedule the work. All work will be performed during regular working days and hours of the Elevator Trade unless otherwise specified above. The price quoted below does not include sales tax and is valid for 30 days from the date specified above. The work will be scheduled based on the availability of material and manpower to complete the job efficiently.

The scope proposed herein represents the entire scope that we are contracted for, if additional work is required by others to allow for completion of this work and/or for the inspection to occur, that work is not included. If additional labor and material are needed, a supplemental proposal will be sent.

OTIS SERVICE AND REPAIR ORDER

PRICE

\$8,525.75

Eight thousand five hundred twenty-five and 75/100 dollars

This price is based on a **one hundred percent (100%) downpayment** in the amount of \$8,525.75.

PAYMENT TERMS:

- The downpayment amount is due in full prior to Otis ordering material and/or mobilizing.
- If you choose the alternative downpayment amount listed below, the corresponding adjustment shall be applied to the base contract amount.

Downpayment Percent	Price Adjustment Percentage	Authorization (Initial)
25%	+ 10%	
75%	+ 5%	

In the event 100% of the contract price is not paid up front, we must be paid the remaining balance no later than the completion of work. Final invoice will be submitted once work is scheduled.

This proposal, including the provisions printed on the pages following, shall be a binding contract between you, or the party identified below for whom you are authorized to contract (collectively referred to herein as "you"), and us when accepted by you through execution of this proposal by you and approved by our authorized representative; or by your authorizing us to perform work for the project and our commencing such work.

Accepted in Duplicate

TOWN OF WAITSFIELD	Otis Elevator Company
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Date: _____

Date: _____

Signed: _____

Signed: _____

Print Name: _____

Print Name: Thomas Barker

Title: _____

Title: Sr Manager & GM, Springfield

Email: _____

Email: _____

Company Name: TOWN OF WAITSFIELD

Principal, Owner or Authorized Representative of Principal or Owner

Agent _____
(Name of Principal or Owner)

TERMS AND CONDITIONS

1. This quotation is subject to change or withdrawal by us prior to acceptance by you.
2. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described. Furthermore, you agree that the agreed price is subject to increase caused by any reason beyond Otis' reasonable control including but not limited to commodity, fuel, tariff, and/or shipping transportation cost increases.
3. Payments shall be made as follows: A down payment of One Hundred percent (100.0%) of the price shall be paid by you upon your signing of this document. Full payment shall be made on completion if the work is completed within a thirty days period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
4. In the event the work is not completed within 180 calendar days from your original authorization to proceed through no fault of Otis, Otis may notify you of an updated price – which may be accepted or rejected by you. If rejected, Otis will not be required to perform work, and no amounts will be due and payable by you hereunder except amounts for any labor, services, or materials that had already been furnished or procured by Otis prior to notice of price increase. If you are not notified of a new price by Otis, then the parties' obligations will be unchanged and each party will be required to perform their obligations hereunder.
5. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with a safe place in which to work. Additionally, you agree to notify us if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous materials from the building, you agree to be responsible for such abatement, encapsulation or removal, and in such event Otis shall be entitled to delay its work until it is determined to our satisfaction that no hazard exists and compensation for delays encountered if such delay is more than sixty (60) days. In any event, we reserve the right to discontinue our work in the building whenever in our opinion this provision is being violated.
6. Unless otherwise agreed in writing, it is understood that the work shall be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefore, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our then current labor rates.
7. Title to any material to be furnished hereunder shall pass to you when final payment for such material is received. In addition, we shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC -1 form or any other document reasonably requested by us for that purpose.
8. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
9. Otis shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water damage, weather damage, extreme weather, traffic conditions, epidemic, pandemic, quarantine (including Covid-19), sabotage, cyber security, national emergency, act of terrorism, earthquake, riot, civil commotion, war or insurrection, vandalism, misuse, abuse, mischief, or acts of God or nature.
10. We warrant that all services furnished will be performed in a workmanlike manner. We also warrant that any equipment provided hereunder shall be free from defects in workmanship and material. Our sole responsibility under this warranty shall be at our option to correct any defective services and to either repair or replace any component of the equipment found to be defective in workmanship or material provided that written notice of such defects shall have been given to us by you within ninety (90) days after completion of the work or such longer period as may be indicated on the front of this form. All defective parts that are removed and replaced by us shall become our property. We do not agree under this warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any causes beyond our control. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall, at our option, (i) procure for you the right to use the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the

equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage and obsolescence.

THE EXPRESS WARRANTIES SET FORTH HEREIN ARE THE EXCLUSIVE WARRANTIES GIVEN; WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.

11. Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control. Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort (including negligence), in warranty or otherwise, shall not exceed the price for the equipment or services rendered.
12. To the fullest extent permitted by law, you agree to defend, indemnify, and hold Otis harmless against any claim or suit for personal injury or property damage alleged to arise out of this contract, except to the extent that such damage or injury has been adjudicated as having been caused by Otis' sole negligence. In the event that Otis is requested to provide hoistway cartop/pit access to you, and/or to third parties acting at your request, direction, or control, and which may be subject to additional charges at Otis' sole discretion, then in addition to the foregoing defense, indemnity and hold harmless obligations, you shall carry and maintain the following insurance throughout the duration of such work in the hoistway/cartop/pit areas, and will furnish to Otis a certificate of insurance evidencing the following: Commercial General Liability insurance, written on an occurrence basis, with limits on a per occurrence basis of at least \$2,000,000 for personal injury or death, and \$2,000,000 for property damage, naming Otis as additional insured. Such insurance shall be issued by an insurer authorized to do business in the state or province where the property is located and the equipment and/or services are to be rendered, shall contain a clause in the policy setting forth the insurer's acceptance of liability as set forth in this agreement, and a clause pursuant to which the insurer waives any right of subrogation as to Otis. This policy shall be written as a primary policy only, and not contributing to or in excess of any insurance carried by Otis. You shall provide Otis with at least thirty (30) days prior written notice of cancellation or material change in the coverage.
13. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment being furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code.
14. In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by clicking on "Tools & Resources" on the home page, selecting "Lockout Tagout Policy" under the "Safety Information" column and downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," or the then most current version, both of which are in .pdf format. You agree that you will disseminate these procedures throughout your organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at your facility and will ensure that such personnel comply with these LOTO procedures while Otis personnel are working on site.
15. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party.
16. This Contract will be deemed voidable, even after execution, if it is determined by Otis that performance of the services and/or engagement in the contractual relationship/transaction will violate, or is otherwise restricted by, any and all laws, regulations and/or orders, including sanctions laws, that are applicable to Otis or otherwise apply to Otis' operations.
17. By accepting delivery of parts incorporating software, you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.

Otis Service and Repair Order

7/9/2025

CUSTOMER NAME

TOWN OF WAITSFIELD
4144 MAIN STREET
WAITSFIELD, VT 05673

OTIS ELEVATOR COMPANY

20E Morse Drive
Essex Junction, VT 05452

OTIS CONTACT

Hannah Miele
Phone: (413) 342-6887
Email: Hannah.Miele@otis.com

PROJECT LOCATION

WAITSFIELD TOWN OFFICES
4144 MAIN ST
WAITSFIELD, VT 05673-6094

PROPOSAL NUMBER

QTE-002213537

We propose to furnish the necessary material and labor on the following units:

Unit	Customer Designation
B00633	ONLY

SCOPE OF WORK

OIL REPLACEMENT

Otis will replace the hydraulic oil for the above listed unit(s) only. New oil provides benefits for the pressurized system that enables the elevator to move up and down in the hoistway. It aids in the longevity of the pump, motor, and valve within the power unit.

Please note, this proposal is valid for 30 days based on current market conditions and is subject to material increases in line with the current market price for oil.

The customer is responsible for removal of the old hydraulic oil.

OPTION: If the customer would like Otis to remove the old hydraulic oil for an additional \$2,500 per unit please initial to accept: _____

Material provided shall be installed in accordance with the ASME A17.1 Safety Code for Elevators and Escalators.

The customer will be responsible for paying local inspection fees if applicable.

Your account representative will contact you to schedule the work. All work will be performed during regular working days and hours of the Elevator Trade unless otherwise specified above. The price quoted below does not include sales tax and is valid for 30 days from the date specified above. The work will be scheduled based on the availability of material and manpower to complete the job efficiently.

The scope proposed herein represents the entire scope that we are contracted for, if additional work is required by others to allow for completion of this work and/or for the inspection to occur, that work is not included. If additional labor and material are needed, a supplemental proposal will be sent.

OTIS SERVICE AND REPAIR ORDER

PRICE

\$2,751.88

Two thousand seven hundred fifty-one and 88/100 dollars

This price is based on a **one hundred percent (100%) downpayment** in the amount of \$2,751.88.

PAYMENT TERMS:

- The downpayment amount is due in full prior to Otis ordering material and/or mobilizing.
- If you choose the alternative downpayment amount listed below, the corresponding adjustment shall be applied to the base contract amount.

Downpayment Percent	Price Adjustment Percentage	Authorization (Initial)
25%	+ 10%	
75%	+ 5%	

In the event 100% of the contract price is not paid up front, we must be paid the remaining balance no later than the completion of work. Final invoice will be submitted once work is scheduled.

This proposal, including the provisions printed on the pages following, shall be a binding contract between you, or the party identified below for whom you are authorized to contract (collectively referred to herein as "you"), and us when accepted by you through execution of this proposal by you and approved by our authorized representative; or by your authorizing us to perform work for the project and our commencing such work.

SUGGESTED BY: Pedro Granados

TITLE: Mechanic

Accepted in Duplicate

OTIS SERVICE AND REPAIR ORDER

TOWN OF WAITSFIELD

Otis Elevator Company

Date: _____

Date: _____

Signed: _____

Signed: _____

Print Name: Hannah Miele

Print Name: Thomas Barker

Title: _____

Title: Sr Manager & GM, Springfield

Email: Hannah.miele@otis.com

Email: _____

Company Name: TOWN OF WAITSFIELD

Principal, Owner or Authorized Representative of Principal or Owner

Agent _____
(Name of Principal or Owner)

TERMS AND CONDITIONS

1. This quotation is subject to change or withdrawal by us prior to acceptance by you.
2. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described. Furthermore, you agree that the agreed price is subject to increase caused by any reason beyond Otis' reasonable control including but not limited to commodity, fuel, tariff, and/or shipping transportation cost increases.
3. Payments shall be made as follows: A down payment of One Hundred percent (100.0%) of the price shall be paid by you upon your signing of this document. Full payment shall be made on completion if the work is completed within a thirty days period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
4. In the event the work is not completed within 180 calendar days from your original authorization to proceed through no fault of Otis, Otis may notify you of an updated price – which may be accepted or rejected by you. If rejected, Otis will not be required to perform work, and no amounts will be due and payable by you hereunder except amounts for any labor, services, or materials that had already been furnished or procured by Otis prior to notice of price increase. If you are not notified of a new price by Otis, then the parties' obligations will be unchanged and each party will be required to perform their obligations hereunder.
5. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with a safe place in which to work. Additionally, you agree to notify us if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous materials from the building, you agree to be responsible for such abatement, encapsulation or removal, and in such event Otis shall be entitled to delay its work until it is determined to our satisfaction that no hazard exists and compensation for delays encountered if such delay is more than sixty (60) days. In any event, we reserve the right to discontinue our work in the building whenever in our opinion this provision is being violated.
6. Unless otherwise agreed in writing, it is understood that the work shall be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefore, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our then current labor rates.
7. Title to any material to be furnished hereunder shall pass to you when final payment for such material is received. In addition, we shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC -1 form or any other document reasonably requested by us for that purpose.
8. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
9. Otis shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water damage, weather damage, extreme weather, traffic conditions, epidemic, pandemic, quarantine (including Covid-19), sabotage, cyber security, national emergency, act of terrorism, earthquake, riot, civil commotion, war or insurrection, vandalism, misuse, abuse, mischief, or acts of God or nature.
10. We warrant that all services furnished will be performed in a workmanlike manner. We also warrant that any equipment provided hereunder shall be free from defects in workmanship and material. Our sole responsibility under this warranty shall be at our option to correct any defective services and to either repair or replace any component of the equipment found to be defective in workmanship or material provided that written notice of such defects shall have been given to us by you within ninety (90) days after completion of the work or such longer period as may be indicated on the front of this form. All defective parts that are removed and replaced by us shall become our property. We do not agree under this warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any causes beyond our control. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall, at our option, (i) procure for you the right to use the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the

equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage and obsolescence.

THE EXPRESS WARRANTIES SET FORTH HEREIN ARE THE EXCLUSIVE WARRANTIES GIVEN; WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.

11. Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control. Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort (including negligence), in warranty or otherwise, shall not exceed the price for the equipment or services rendered.
12. To the fullest extent permitted by law, you agree to defend, indemnify, and hold Otis harmless against any claim or suit for personal injury or property damage alleged to arise out of this contract, except to the extent that such damage or injury has been adjudicated as having been caused by Otis' sole negligence. In the event that Otis is requested to provide hoistway cartop/pit access to you, and/or to third parties acting at your request, direction, or control, and which may be subject to additional charges at Otis' sole discretion, then in addition to the foregoing defense, indemnity and hold harmless obligations, you shall carry and maintain the following insurance throughout the duration of such work in the hoistway/cartop/pit areas, and will furnish to Otis a certificate of insurance evidencing the following: Commercial General Liability insurance, written on an occurrence basis, with limits on a per occurrence basis of at least \$2,000,000 for personal injury or death, and \$2,000,000 for property damage, naming Otis as additional insured. Such insurance shall be issued by an insurer authorized to do business in the state or province where the property is located and the equipment and/or services are to be rendered, shall contain a clause in the policy setting forth the insurer's acceptance of liability as set forth in this agreement, and a clause pursuant to which the insurer waives any right of subrogation as to Otis. This policy shall be written as a primary policy only, and not contributing to or in excess of any insurance carried by Otis. You shall provide Otis with at least thirty (30) days prior written notice of cancellation or material change in the coverage.
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14. In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by clicking on "Tools & Resources" on the home page, selecting "Lockout Tagout Policy" under the "Safety Information" column and downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," or the then most current version, both of which are in .pdf format. You agree that you will disseminate these procedures throughout your organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site.
15. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party.
16. This Contract will be deemed voidable, even after execution, if it is determined by Otis that performance of the services and/or engagement in the contractual relationship/transaction will violate, or is otherwise restricted by, any and all laws, regulations and/or orders, including sanctions laws, that are applicable to Otis or otherwise apply to Otis' operations.
17. By accepting delivery of parts incorporating software, you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.

- 9) Specific arrangements proposed to be made for off-street parking, sanitation facilities, traffic control, security, crowd/noise control, food & beverage service, if any. ATTACH SEPARATE SHEET IF NEEDED:

As in past years, Valley Player's Board Members and other volunteers will direct traffic and park cars. We have secured people to stay Fri. and Sat. evenings into the mornings to protect the site. Port-o-lets will be on site and serviced between the two days.

- 10) Summary of advertising and sign material including scope, general description and estimated budget therefore. ATTACH SEPARATE SHEET IF NEEDED:

Newspaper, radio, mailings and social media advertising are all part of our marketing plan. There are a number of signs we put up a few days before to help direct people to the fair. Our total advertising budget is approximately \$2,000.

- 11) General nature of the festival, persons scheduled to appear, and description of program. ATTACH SEPARATE SHEET IF NEEDED:

Approximately 85 craft vendors and 4 – 5 food vendors will be at the fair. Green Mt. Swing Band, and three other bands will perform throughout the 2 days. There will be face painting and DINOMAN, Bob Lisaius of Warren, for children and a door prize raffle with donated items.

- 12) If food and beverage are to be provided, indicate name and address of provider(s). ATTACH SEPARATE SHEET IF NEEDED:

American Flatbread, Lareau Rd, Waitsfield, VT; Cheryl Kingsbury & Friends of Youth Sled Hockey, Waisfield; Silver Spring Scoops Ice Cream and Beverages, 141 East St., Bolton, VT; Jilib Jiblets LLC, 163 Franklin Sq., Burlington, VT 05408 and 2 – 3 others TBD.

I hereby represent that to the best of my knowledge the information provided in this application is true and correct:

Laura Arnesen	Laura Arnesen	7/11/25
Signature	Printed Name of Applicant	Date

Disposition of application – For Town Use Only

Denied: _____ Granted: _____ Date of Selectboard Action: _____

Conditions:

By: Waitsfield Selectboard

State of Vermont
Structures and Hydraulics Section
Barre City Place
219 North Main Street | Barre, VT 05641
vtrans.vermont.gov

[phone] 802-371-7326
[ttd] 800-253-0191

Agency of Transportation

TO: Michelle Redmond, District 6 Project Manager
Christopher Cyr, District 6 Technician

CC: Jeff DeGraff, VTrans Hydraulics Engineer
Rachel Czar, ANR River Management Engineer

FROM: Keith Friedland, Hydraulics Technician

DATE: July 25, 2025

SUBJECT: Waitsfield, TH-14, Old Center Fayston Road, over unnamed tributary to Mad River
Site location: 0.5 miles from VT-100
Coordinates: [44.203972, -72.820139](#)

We have completed our hydraulic study for the above referenced site and offer the following for your use.

Hydrology

The following physical characteristics are descriptive of this drainage basin:

Drainage Area	1.62 square miles
Land Cover	Forest with some fields and rural residences
Water Bodies and Wetlands (NLCD 2006)	0.0 %
Mean Annual Precipitation	51.9 inches

Using the adjusted USGS (2014) hydrologic method, the following design flow rates were selected:

Annual Exceedance Probability (AEP)	Flow Rate in Cubic Feet per Second (cfs)	
50 % (Q2)	120	
10 % (Q10)	250	
4 % (Q25)	340	Design Flow – Local Road
2 % (Q50)	430	
1 % (Q100)	530	Check Flow

Channel Morphology

The channel for this perennial stream is straight to sinuous with an estimated local channel slope of 6%. Field measurements of bankfull width (BFW) varied from 15 to 17 feet upstream of the structure and 16 to 18 feet downstream of the structure. Exposed bedrock was observed in the upstream channel. There is a 3-foot ‘drop’ from the existing culvert outlet invert to the streambed.

Existing Conditions

The existing structure is a corrugated metal pipe arch with a clear span of 8.8 feet and a clear height of 6 feet, providing an approximate waterway opening of 42 square feet. Our calculations, field observations and measurements indicate the existing structure does not meet current standards of the VTrans Hydraulic Manual (see HEI 24-004 on the Engineering Instruction webpage for updated allowable headwater to depth ratios) nor

does the existing structure meet state stream equilibrium standards for bankfull width (span length). The existing structure constricts the channel width, resulting in an increased potential for debris blockage. This complication is known to cause ponding at the inlet, increase stream velocity and scour at the outlet, and may lead to erosion and failure of channel banks.

The existing structure results in water overtopping the roadway at the 4% AEP.

Replacement Recommendations

In sizing a new structure, we attempt to select structures that meet both the current VTrans hydraulic standards, state environmental standards with regard to span length and opening height, and consider roadway grade and other site constraints.

****If shallow bedrock is encountered, a buried structure may be difficult to install, and an open bottom structure with footings pinned to bedrock may be desirable for constructability. It is recommended that a subsurface investigation is performed to determine if an open bottom structure will be required for this crossing.****

Based on the above considerations and the information available, we recommend any of the following structures as a replacement at this site:

- A concrete box with an inside opening span of 16 feet and minimum height of 8.5 feet. The box invert should be buried 3 feet. This will result in a clear height of 5.5 feet above streambed, providing 88 square feet of waterway area. Bed retention sills should be added in the bottom of the structure. Sills should be 12 inches high across the full width of the structure, and should be buried so the top of the sills will not be visible. Sills should be spaced no more than 8 feet apart throughout the structure with one sill placed at both the inlet and the outlet. The structure should be filled level to the streambed with E-Stone, Type III, allowing flow to be kept above the surface, providing the conditions necessary for aquatic organism passage. This structure results in a headwater depth of 3.9 feet at 4% AEP and 5.3 feet at 1% AEP.
- A metal box with an inside opening span of 17'-2" and minimum height of 8'-4". This structure was modeled with a full height inlet headwall. The box invert should be buried 3 feet. This will result in a clear height of 5.3 feet above streambed, providing 75 square feet of waterway area. Bed retention sills need to be added and filled as described for the box above. This structure results in a headwater depth of 3.6 feet at 4% AEP and 5.0 feet at 1% AEP.
- An open bottom concrete box with a minimum clear span of 16 feet and clear height of 5.5 feet, providing a waterway area of 88 square feet. The bottom of abutment footings should be pinned to bedrock to prevent undermining. This structure results in a headwater depth of 3.9 feet at 4% AEP and 5.3 feet at 1% AEP.
- Any similar structure that fits the site conditions could be considered. *Any structure with a closed bottom should have bed retention sills and a buried invert as described above.*

To match the approximate local stream slope, the structures recommended above have been modeled with a culvert slope of 6%. With this slope, the channel at the outlet will need to be built up to connect E-Stone, Type III through the culvert to the upstream end. When complete, there should be no drop at the outlet. The local stream slope should be verified prior to installation of the new culvert. It is critical that any new structure is set at the average streambed profile.

Stone Fill, Type III should be used to protect any disturbed channel banks or roadway slopes at the structure's inlet and outlet, up to a height of at least one-foot above the top of the opening. The stone fill should not constrict the channel or structure opening. E-Stone, Type III should be used for the restoration of any disturbed stream channel sections.

Prior to any action toward the implementation of any recommendations received from the VTrans Hydraulics Unit, structure size must be confirmed by the VT ANR River Management Engineer to ensure compliance with state environmental standards for stream crossing structures.

This structure is within the mapped FEMA Special Flood Hazard Area, Zone A.

General Comments

It is recommended that a full height headwall and flared wingwalls be constructed at the inlet, matched into the channel banks to smoothly transition flow and protect the structure and roadway approaches from erosion.

Any closed bottom structure should also be equipped with cutoff walls, extending to a depth equal to the culvert rise, up to 4 feet, or to ledge, to serve as undermining prevention. E-Stone thickness plus the bottom of structure thickness should be included when determining the total cutoff wall depth.

A bridge scour evaluation is necessary to adequately design the foundation for any open bottom 3-sided structure. The bottom of abutment footings (spread footing on soil) shall be the minimum of the calculated scour elevation or 6 feet below the channel thalweg, **or to ledge**, to prevent undermining. Abutments on piles should be designed to be free standing during the calculated scour elevation.

If an open bottom 3-sided structure (bridge) is installed, the VTrans Hydraulics Manual requires a minimum of 1-foot of freeboard at the design AEP.

Please note that while a site visit was made, these recommendations were made without the benefit of a survey and are based on limited information. The final decision regarding replacement of this structure must comply with state regulatory standards, and should take into consideration matching natural channel conditions, roadway grade, environmental concerns, safety, and other requirements.

Please contact us if you have any questions or if we may be of further assistance.

PILOT COMMUNITY DATA COLLECTION PLAN: WAITSFIELD

OVERVIEW

- Following our site visit, we have identified areas of the draft Local Level Outdoor Recreation Economic Impact Toolkit that will provide beneficial information and data to your community. This document includes guidance on which tools to use, how to provide us with feedback on the draft tools, and a timeline for completing data collection.
- To start, you will access draft materials online at the following link: [Pilot Toolkit](#). You will use these tools to develop a data collection plan and complete data collection.
- We are looking to you to help us refine these draft tools so that they are useful and applicable to as many potential users of the toolkit as possible. To that end, we encourage you to use these tools to the best of your ability when making plans for data collection. However, if you find yourself needing additional guidance after attempting to use the tools, please contact Lydia Jankowski (ljankowski@seggroup.com) with any questions.

SITE VISIT SUMMARY

- Since the mid-20th century, Waitsfield has been recognized as a premier recreation destination, anchored by iconic winter assets like Sugarbush Resort and Mad River Glen. Over time, the town has maintained a strong connection to its outdoor recreation resources and the economy that surrounds them. However, with climate change beginning to shift seasonal recreation patterns, Waitsfield is undergoing a significant transformation—from a winter-centric tourism hub to a vibrant, four-season outdoor recreation destination in alignment with community development plans for the Irasville Village area.
- Over the past decade, both the Town of Waitsfield and the Mad River Valley Planning District have made sustained efforts to better understand, manage, and plan for this evolving outdoor recreation economy. These efforts, amongst many others, include:
 - A 2014 economic impact study followed by the completion of the MRV Moves Transportation Plan
 - Strategic placement of trail counters across various trail systems in coordination with CVRPC
 - The recent opening of the Mad River Rec Hub, connecting a major trail network to Irasville
- Private investment is following this trend, as seen with the launch of Mad Bush Falls—a lodging and dining venue specifically designed to serve the growing mountain biking community.
- Looking ahead, Waitsfield is exploring ways to secure sustainable funding to maintain and enhance its outdoor recreation infrastructure. One option under consideration is the implementation of a local option tax. The data collected using this toolkit could play a critical role in building support for such a measure, helping to justify its adoption by demonstrating both need and opportunity.

1. PILOT FOCUS

We recommend that the partners in Waitsfield use the tools included in **Tier 1 – Foundation** and **Tier 3 – How Much Do People Spend?** sections of the toolkit to collect data that can inform local discussions about revenues from outdoor recreation. Data collected can help inform conversations, storytelling, and strategic planning for the next phase of

Waitsfield’s outdoor recreation economic development journey, including how it can benefit the community and how recent investments can be sustained.

NEXT STEPS

We recommend that Waitsfield complete the following steps using the tools provided in the DRAFT Local Level Outdoor Recreation Economic Impact Toolkit:

- Inventory businesses that are positioned to benefit from outdoor recreation activity and visitation (Tier 1)
- Analyze trends in sales and rooms and meals tax data (Tier 3)
- **Additionally, if time and capacity allows, Waitsfield could consider completing the following steps:**
- Survey business owners to understand how shifting seasonal visitation is impacting or could impact their business (Tier 3)

Finally, after the completion of this pilot project in September 2025, Waitsfield can consider the following steps towards the development of its outdoor recreation economy:

- Use the forthcoming spreadsheet model (anticipated in early August) in Tier 4 to estimate the economic impact of outdoor recreation today as compared to the 2014 economic impact study.

Please see below for key deadlines and instructions on the specific recommended tools.

DEADLINES

- **July 25th:** By July 25th, pilot communities should have reviewed the applicable guidance in the toolkit and taken initial steps towards data collection.
- **August 1st:** Based on your initial review and use of the tools, submit initial responses to the **Draft Toolkit Feedback Questionnaire** on page 4. Submit responses to ljankowski@segroup.com.
- **August 27th:**
 - By August 27th, pilot communities should submit all collected and analyzed data to ljankowski@segroup.com. The consultant team will use this information to prepare a brief summary report.
 - At this time, please submit any final feedback on the draft tools via the **Draft Toolkit Feedback Questionnaire** that was not captured in your original response.

TOOLKIT INSTRUCTIONS

<p>Existing Data</p>	<ul style="list-style-type: none"> • Trail counter data • MRV Annual Data Report • 2014 Economic Impact Study
<p>Focus Areas</p>	<p>Business Inventory (Tier 1) : We recommend developing a comprehensive inventory of outdoor recreation and recreation-adjacent businesses in Waitsfield and categorizing them by type (e.g., retail, lodging, food service, outdoor gear). For guidance, look at page 7 of the Move Forward Together Vermont: Outdoor Business Survey which details types of businesses connected to outdoor recreation in Vermont. These are the businesses that will be most well-positioned to benefit from recent investments in outdoor recreation and increase revenues to the Town.</p> <p>Sales Tax Data Analysis (Tier 3): review trends in sales and rooms & meals tax data and inform estimates of LOT tax collections.</p>
<p>Recommended areas for further exploration (if time / capacity allows)</p>	<p>Business Survey (Tier 3): Consider conducting a survey of local businesses to better understand their connection to the outdoor recreation economy. Select questions about seasonal patterns, specifically any perceived shifts in recreational seasonality in the Valley. Ask whether these changes have influenced their operations, staffing, or revenue patterns, and gather input on opportunities and challenges related to outdoor recreation trends. <i>Importantly, consider if this is the most strategic time or method to engage businesses.</i></p>
<p>Future Steps (outside the scope of this pilot)</p>	<p>Update to existing economic impact study: Following Tier 4 guidance, update the 2014 economic impact study by incorporating recent trail counter data and current visitor spending profiles from relevant case studies. Use the provided spreadsheet calculator to estimate a revised economic impact figure. This updated analysis will reflect the growth and changes in outdoor recreation in the region over the past decade, and can be used to inform discussions on capturing revenues and future investments.</p>

DRAFT TOOLKIT FEEDBACK QUESTIONNAIRE

Please provide feedback on the draft toolkit that you are using to collect or analyze data. Submit answers in a Word document via email to ljankowski@seggroup.com by August 1st, 2025. Please note that you are reviewing a draft version of the toolkit in Word document form; the final version will be formatted with graphics.

1. **TOOLKIT STRUCTURE:** please provide feedback on the overall structure and approach for how the toolkit is organized. Some prompts to consider in your response:
 - a. What challenges, if any, did you run into while following the toolkit instructions?
 - b. Was there information missing that would help other users decide which tools to use?
 - c. What communication tools did you find most useful? Why?
 - d. Were there communication tools you did not find useful? Why?
2. **INDIVIDUAL TOOLS:** please provide feedback on each individual tool (e.g., Outdoor Recreation Asset Inventory) that you are using to collect or analyze data. For each tool, please provide the following information:
 - a. Does this tool provide clear and actionable guidance for collecting data? What could be improved?
 - b. Was there anything missing in the guidance for this tool, (e.g., other data that you are interested in collecting)?
 - c. What challenges / barriers, if any, do you think other communities will have in using this tool?
 - d. Did this tool provide you with new insight? What did you discover?
3. **OVERALL REFLECTION:** please provide feedback on your overall experience using the toolkit, including any feedback not captured in questions #1 and #2.



WAITSFIELD HISTORICAL SOCIETY

General Wait House

P. O. Box 816

Waitsfield, VT 05673

Understanding our past is vital as we prepare for the future

July 30, 2024

Dear Members of the Waitsfield Selectboard,

This letter comes to you on behalf of the Waitsfield Historical Society.

We are aware that the Gen. Wait House has had a financial deficit over the past several years. The rents received from the non-profit organizations, housed on the second floor since 1997, no longer cover the total monthly expenses as was the original plan. After thirteen years from 1997, in 2010 an 8.35% increase was imposed and then fourteen years later, after several changes on our Selectboard, rent increase has been discussed as a “dire need”. Within that period of time, increases in all utilities have increased more than previous years. The non-profit organizations consist of three towns, not just Waitsfield, therefore the deficit should not fall only on our town funds.

From day one of all organizations moving into the Wait House after renovation in 1997, it was written in the Town plans and in our Historical Society lease, our space was “donated” to us (or no charge). The Museum also was a given as a room to be managed by the Historical Society-at no rent. It seems to be the norm for Historical Societies in any town where I have spoken to Board members.

You are probably aware that we guaranteed \$50,000 (and came through), to help the town with the purchase of this oldest Historical building in our town. We were also requested to furnish the Meeting Room and the kitchen, which all tenants use, for an additional few thousand dollars.

In 2007 the Historical Society requested to have a contract with the town to start cleaning out & making repairs to the Carriage Barn (to start with) to make it a place for community events & meetings. We had fund raisers and a donation container at all our events to help cover future repair costs to us. We received that contract, and by 2010 we had a grand opening of a “Wine & Cheese Party” for all to see what we accomplished with the donations we received. We spent just shy of \$11,000 to make the Carriage Barn usable. We started having events for the community and visitors at our expense. We continued fund raising to be able to move next onto the Dairy/Horse barn but it needed basic renovation/stabilization before we could start. In other words, a Grant. Also we were told by the Town Selectboard we were not to charge anyone who asked to make use of the Carriage Barn as it was for the community.

In this past year it was discussed the Town was looking in to replacing the roof on the Wait House (as per the Brad Cook Report of 2021). The Historical Society put out requests for donations to help with this through a Valley Reporter article, envelopes at Town Meeting and in our Newsletter. With what we received, knowing that the trees would need to be removed before a roof replacement took place, our Board of Directors agreed to offer to get an estimate and to pay for tree removal, (roof replacement was quite a bit off from our collected funds!). The Historical Society Board members have always cared for the condition of the Wait House and reported when they were aware of needs.

With all considered, with the efforts of the Historical Society since moving into to the Wait House in 1997 and helping in ways we were capable of, we request that you will continue to have us remain rent free, a non-paying Life Tenant. We will help the Wait House Commission in the future to do fundraising for Wait House needs as we are able.

I have been a member of the Historical Society since 1999, was asked to join the Board of Directors in 2009 and served in most positions since through the years.

We are including our check for \$2,750 to cover the Whitney Tree Service bill as we made arrangements with you at a Selectboard meeting back in October 2023, before the Wait House Commission was formed.

Very sincerely,

Lois De Heer
President Waitsfield Historical Society

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **Town of Waitsfield, 4144 Main Street, Waitsfield, Vermont 05673**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security; **(A Certified Check or Bid Bond for 5% of the Total Amount of Bid – i.e., Pay Item 1).**
 - B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - C. Required Bidder Qualification Statement with supporting data;
 - D. **Responses to requested design information and written documentation/responses to the seven (7) evaluation criteria required in the “Project Description and SBR Selection Criteria” document.**
 - E. **If Bid amount exceeds \$10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in the Supplementary Conditions of the Construction Contract (EJCDC C-800);**
 - F. **If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (AD-1048);**
 - G. **If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q Exhibit A-1, Certification for Contracts, Grants, and Loans.**

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

Item No.	Brief Description – Unit or Lump Sum Price (in both words and numerals)	Estimated Quantity	Total Price φ (in numerals)
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1. Total Capital Cost for Sequencing Batch Reactor (SBR) Equipment AND Effluent Filtration System (if required) Sized for 100,000 GPD, Including Appurtenances and Manufacturer's Services, per lump sum;

_____ Dollars and 1
 _____ Cents (\$ _____) L.S. \$ _____

2. Total Capital Cost for SBR AND Effluent Filtration System (if required) Sized for 50,001 GPD, Including Appurtenances and Manufacturer's Services, per lump sum;

_____ Dollars and 1
 _____ Cents (\$ _____) L.S. \$ _____

3. Total Energy Use for SBR Equipment and Appurtenances, given first year average daily flows continous over a 20-year period, total KW-hours;

Total
 KW -hrs _____

4. Estimated equipment costs (not including labor) for all maintenance and equipment replacements, given first year average daily flows continuous over a 20-year period, total cost;

_____ Dollars and
 _____ Cents (\$ _____) Total Cost \$ _____

5. Estimated level of effort (man-hours) for all maintenance and replacement activities, given first year average daily flows continuous over a 20-year period, total hours;

Total Hours _____

6. Estimated chemical usage, given first year average daily flows continuous over a 20-year period, total pounds or total gallons, on a per-chemical basis;

Chemical 1 name (if required): _____ lbs/gal _____

Chemical 2 name (if required): _____ lbs/gal _____

Chemical 3 name (if required): _____ lbs/gal _____

NOTES:

1. **Bidders must bid on each item. All entries in the entire BID must be made clearly and in ink.**
2. **Bidders should insert extended item prices obtained from quantities and unit prices.**
3. **Bids shall include all applicable taxes and fees.**
4. **In the event that there is a discrepancy between the lump sum or unit prices written in words and figures, the prices written in words shall govern.**

5. The bid award will be based on the lowest responsive and responsible Bid comprised of the bid amounts above, and the criteria identified in the “Project Description and SBR Selection Criteria” document.

φ – for informational comparison only

ARTICLE 4—BASIS OF BID—COST-PLUS FEE

Section not used.

ARTICLE 5—PRICE-PLUS-TIME BID

Section not used.

ARTICLE 6—TIME OF COMPLETION

6.01 Bidder agrees that the Capital Costs in Pay Item 1 of the Bid Form shall be held constant over an 8 month period, which will commence at the signing of the agreement between the Owner and SBR Manufacturer. This agreement between the Owner and SBR Manufacturer will be assigned to the General Contractor awarded the subsequent Wastewater Treatment Facility Upgrade Project Construction Contract. The time of completion will be subject to the terms and conditions of this subsequent agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

7.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 8—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

8.01 *Bidder’s Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.

2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work, **including all BABA Requirements.**
4. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
5. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
6. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
7. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
8. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
9. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
10. **Bidder understands that the Owner reserves the right to reject any or all bids, if it is deemed in the best interest of the Owner.**
11. **Bidder understands that if a Construction Contract is not awarded, the Owner will have no obligation to the selected SBR Manufacturer.**
12. **Bidder understands that the selected SBR Manufacturer's system shall be used as the basis for design for the SBR system, that the Manufacturer shall assist the Engineer in preparation of the detailed design, and that the agreement between the Owner and SBR Manufacturer will be assigned to the General Contractor awarded the subsequent Wastewater Treatment Facility Upgrade Project Construction Contract.**
13. **Bidder understands that the Capital Costs in Pay Item 1 of the Bid Form shall be held constant over an 8 month period, which will commence at the signing of the agreement between the Owner and the SBR Manufacturer. The SBR Manufacturer may escalate this price by the percent increase in the ENR Construction Cost Index between the end of this 8 month period and the actual date that the Owner/SBR Manufacturer**

agreement is assigned to the General Contractor. Payment for equipment and work furnished as well as terms and conditions, shall be as stipulated in the Owner/General Contractor agreement that is subsequently executed.

8.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

Address for giving notices:

Bidder's Contact:

Name:

(typed or printed)

Title:

(typed or printed)

Phone:

Email:

Address:

Bidder's Contractor License No.: (if applicable) _____

NOTICE OF AWARD

Date of Issuance: July 25, 2025
Owner: Town of Waitsfield Owner's Project No.: RF1-313-3.0
Engineer: DuBois & King, Inc. Engineer's Project No.: 227947
Project: Waitsfield Community Wastewater System
SBR Manufacturer Pre-Selection
Contract Name: WWTF Project: SBR Pre-Selection
Bidder: Aqua-Aerobic Systems, Inc.
Bidder's Address: 6306 N. Albine Road, Loves Park, IL 61111-7655

You are notified that Owner has accepted your Bid dated June 18, 2025, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Furnish all equipment, piping, controls, appurtenances, technical support, testing, start-up and information required to supply a two-basin Sequencing Batch Reactor (SBR) and effluent filtration system (if required) for the Waitsfield Community Wastewater System - SBR Manufacturer Pre-Selection

The Contract Price of the awarded Contract is \$615,630. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

~~[number of copies sent] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. Three (3) copies of the Agreement will be exchanged electronically and executed.~~

Drawings will be delivered ~~separately from the other Contract Documents.~~ Electronically following the Contract Signing Meeting.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

- 1. Deliver to Owner three (3) counterparts of the Agreement, signed by Bidder (as Contractor).
- 2. Deliver with the signed Agreement(s) the ~~Contract security (such as required performance and payment bonds)~~ and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
- 3. Other conditions precedent (if any): None

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: Town of Waitsfield, Vermont
By (signature): _____
Name (printed): _____
Title: _____
Copy: Engineer

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between Town of Waitsfield, Vermont ("Owner") and Aqua-Aerobic Systems, Inc., ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Furnish all equipment, piping, controls, appurtenances, technical support, testing, start-up and information required to supply a two-basin Sequencing Batch Reactor (SBR) and effluent filtration system (if required) for the Waitsfield Community Wastewater System - SBR Manufacturer Pre-Selection; THE PROJECT.

1.02 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

Waitsfield Community Wastewater System - SBR Manufacturer Pre-Selection

ARTICLE 2—ENGINEER

2.01 The Owner has retained DuBois & King, Inc., Randolph, Vermont ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

ARTICLE 3—CONTRACT TIMES

3.01 Time is of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 Contract Times: Dates

A. The Work will be complete on or before the contract period established under a separate agreement between the Owner and the General Contractor that will be selected to construct the Waitsfield Community Wastewater System.

3.03 Contract Times: Days

A. The Work will be substantially completed within the contract period established under a separate agreement between the Owner and the General Contractor that will be selected to construct the Waitsfield Community Wastewater System.

3.05 Liquidated Damages

A.

- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

3.06 Special Damages

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 4—CONTRACT PRICE

4.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Work other than Unit Price Work, a lump sum of \$ [refer to Contractors Bid]
- B. The Capital Costs in Pay Item 1 (\$615,630) of the Bid Form shall be held constant over an 8 month period, which will commence at the signing of the agreement between the Owner and the SBR Manufacturer. The Contractor may escalate this price by the percent increase in the ENR Construction Cost Index between the end of this 8 month period and the actual date that this agreement is assigned to the General Contractor, as described in the Instruction for Bidders.

ARTICLE 5—PAYMENT PROCEDURES

5.01 Submittal and Processing of Payments

- A. Equipment shall be supplied in accordance with the Final Design Documents for the Waitsfield Community Wastewater System, anticipated to be bid in the fall of 2025. At the time a separate agreement is signed between the Owner and the selected General Contractor for that project, this agreement will be assigned to the General Contractor. Payment for equipment and work furnished as well as terms and conditions, shall be as stipulated in the agreement signed as part of the Facility Upgrade Project. An allowance will be included in the Construction Contract equivalent to the Capital Costs in Pay Item 1 of the Bid Form, to include the equipment and work furnished herein.

B. Assignment of Contract: The SBR equipment supplier agrees to an assignment of the contract to the Owner's selected General Contractor in accordance with the following:

- 1) The contract includes the stipulation that Contractor, by law, is required to complete and return the SBR equipment suppliers Credit Application and provide a copy of the Payment/Performance bonds,
- 2) Contractor has a satisfactory credit rating/surety of payment,
- 3) The terms and conditions remain as agreed between the SBR equipment supplier and the Owner (i.e., no additional or conflicting terms and conditions of the Contractor will apply), and
- 4) Assignment of the contract must be in writing and executed by authorized personnel of the Owner, the SBR equipment supplier, and the Contractor.

5.02 — ~~Progress Payments; Retainage~~

5.03 Consent of Surety

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

5.04 Interest

- A. All amounts not paid when due will bear interest at the rate of 1 percent per annum.

ARTICLE 6—CONTRACT DOCUMENTS

6.01 Contents

- A. The Contract Documents consist of all of the following:
 1. Notice of Award
 2. This Agreement. (pages 1 to 6, inclusive)
 3. Bonds:
 - a. Performance bond (together with power of attorney) – Not required.
 - b. Payment bond (together with power of attorney) – Not required.
 4. General Conditions.
 5. Supplementary Conditions.
 6. Project Description and SBR Selection Criteria (pages 1– 6, inclusive)
 7. Drawings consisting of 1 sheets bearing the following general title: WASTEWATER MUNN SITE
 8. Addenda (numbers 1 to 2, inclusive).
- B. The Contract Documents listed in Paragraph 6.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 6.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 7—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 3. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 - 4. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - 5. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - 6. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - 7. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - 8. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner,

(b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 Standard General Conditions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on July 28, 2025 (which is the Effective Date of the Contract).

Owner:

Town of Waitsfield, Vermont

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:
Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

Aqua-Aerobic Systems, Inc.

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:
Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

License No.: _____
(where applicable)

State: _____



1 **TOWN OF WAITSFIELD, VERMONT**

2 **Selectboard Meeting Minutes**

3 **Monday, July 14, 2025**

4 **Draft**

5
6 **Members Present:** David Babbott-Klein, Fred Messer, Brian Shupe

7 **Staff Present:** York Haverkamp, Town Administrator; JB Weir, Zoning Administrator

8 **Others Present:**

9
10 **I. Call to Order:** The meeting was called to order at 6:30 pm by Brian Shupe. The meeting was
11 held in person at the Waitsfield Town Office and remotely via Zoom.

12
13 **1. Public Hearing: Land Use Regulations, Water Protection Overlay District**

14 Mr. Shupe opened the Public Hearing for the Bylaw change.

15 Mr. Shupe provided some background information regarding the development of the Town's water
16 supply well and the location in which it was drilled.

17 Mr. Weir provided an overview of the work undertaken to develop the Overlay District and related
18 language, explaining that the District contains three zones, for which different levels of protection are
19 outlined through restrictions on land uses. He answered several questions from Board members; no
20 members of the public raised questions during the hearing.

21 **MOTION:** *Mr. Babbott-Klien moved to approve the Water Protection Overlay District as part of*
22 *Waitsfield's Land Use Regulations. The motion was seconded by Mr. Messer, and passed unanimously.*

23 **II. Regular Business**

24 **1. Review agenda for addition, removal, or adjustment of any items per 1 VSA 312(d)(3)(A).**

25 Consideration of a FEMA property buyout was added to the agenda as item 5A.

26
27 **2. Public Forum.**

28 Nobody requested time to address the Board.

29
30 **III. Business Items**

31 **1. Wastewater Project – SBR System Selection.**

32 Jon Ashley spoke of progress on the system design and particularly the treatment system
33 design, explaining that his team has followed the process outlined by funders in selecting a pre-
34 approved vendor. He indicated that it required two rounds of RFPs, as the first round yielded
35 no valid submissions. The second round resulted in one valid submission, for a manufacturer of
36 a system commonly used in this type of project. The firm's references have been checked, and
37 the cost quoted is in the range anticipated. Dubois & King is recommending that Town enter
38 into an agreement with and issue a notice of award to Aqua Aerobic Systems, Inc. that they will
39 be the manufacturer used for supplying the Sequencing Batch Reactor in the Town's
40 Wastewater System for an amount of \$615,630.00. Mr. Ashley noted that this price is valid for
41 eight months, after which it may be adjusted by a published index number.

42
43 **MOTION:** *Mr. Messer moved to authorize the Town Administrator to sign the Notice of Award*
44 *and related Agreement for a Stipulated Price Construction Contract with Aqua-Aerobic Systems,*

45 *Inc., in the amount of \$615,630, once it has been confirmed that appropriate language*
46 *regarding protections is in place. The motion was seconded by Mr. Babbott-Klein, and passed*
47 *unanimously.*

48
49 Mr. Ashley explained that further wastewater project funding information will be available
50 soon, and that a more in-depth discussion will be scheduled for an upcoming Board meeting.

51
52 **2. FY2026 Tax Rate.**

53 Sandra Gallup had provided information regarding the necessary tax rate of \$0.5808 plus a
54 \$0.0029 local agreement rate for a total municipal tax rate of \$0.5837.

55
56 **MOTION:** *Mr. Babbott-Klein moved to set a Municipal Tax Rate of \$0.5808 plus a Local*
57 *Agreement Tax Rate of \$0.0029 for a Total Tax Rate of \$0.5837. The motion was seconded by*
58 *Mr. Messer, and passed unanimously.*

59
60 **3. Homestead Declaration Penalty Waiver.**

61 Mr. Shupe explained that this penalty has been waived in each of the past several years.

62
63 **MOTION:** *Mr. Messer moved to waive the Homestead Declaration late filing penalty for Fiscal*
64 *Year 2026, consistent with the Board's actions since 2013. The motion was seconded by Mr.*
65 *Babbott-Klein, and passed unanimously.*

66
67 **4. Road Crew Dump Truck.**

68 Mr. Haverkamp explained that the Selectboard agreed to moving forward with this purchase in
69 2023; there is currently a chassis available for purchase, with it being possible to continue use
70 of the current truck while the chassis is built out, and then traded once the new truck is ready
71 in late winter/early spring 2026. The cost is \$131,037, and necessary funds are available in the
72 appropriate Reserve fund.

73
74 **MOTION:** *Mr. Messer moved to approve the purchase of a 2026 International Dump Truck*
75 *chassis from Allegiance Trucks for the amount of \$131,037. The motion was seconded by Mr.*
76 *Babbott-Klein, and passed unanimously.*

77
78 **5. Town Office Elevator.**

79 Mr. Haverkamp outlined that staff had experienced issues with elevator functionality, and that
80 Otis had been on site to evaluate what is needed for repair. Otis has reported that a
81 replacement part is required, as well as draining of an oiling mechanism, to be refilled with a
82 new type of oil as recommended. Board members indicated that the current maintenance
83 contract should potentially include this work. Mr. Haverkamp will follow up; a decision to move
84 ahead with Otis completing the work was tabled, and Board members indicated that those with
85 an inability to access the second floor should be accommodated as necessary.

86
87 **5A. Jenn Grant FEMA Buyout**

88 Mr. Haverkamp reported that an offer had been made from Vermont Emergency Management
89 for Jennifer Grant's property on the North Fayston Road, for a buyout through the related
90 FEMA program. He explained that if the Town agrees to take ownership of the property, it will

91 need to be maintained as a green space in perpetuity. The demolition work will be paid for
92 through the buyout program.

93

94 **MOTION:** *Mr. Messer moved to authorize the Town Administrator to sign documents related to*
95 *the VEM buyout of this North Fayston Road property. The motion was seconded by Mr.*
96 *Babbott-Klein, and passed unanimously.*

97

98 **6. Work Plan Update**

99 Mr. Haverkamp noted that he had added the Virginia Farley Memorial Park site to the Town's
100 property maintenance list.

101

102 Board members then reviewed the section of the Plan related to policies and ordinances.

- 103 • Establishment of a revised Domestic Animal and new Short-Term Rental policy were
104 included as high priority.
- 105 • An update to the Water Ordinance, under review by the Water Commission, was also
106 categorized as high priority.
- 107 • Updating the Procurement Policy was noted as being medium priority.
- 108 • Mr. Haverkamp confirmed that the minor edits needed to the Personnel Policy are not
109 high priority.
- 110 • MOUs with Fayston for the Fire Department and road work agreements were noted as
111 medium priority, to be addressed during budget season. It was not clear than any
112 adjustments are necessary.
- 113 • Tax stabilization will be addressed during budget planning.
- 114 • Mr. Haverkamp is consulting with the Sheriff's Department regarding development of a
115 policy related to damage caused to Town property, they are also discussing
116 enforcement of weight limits.
- 117 • The Sheriff's Department has pointed out that the Town's Traffic Ordinance needs to be
118 updated to reflect the new speed limits on either end of the Route 100 approach to the
119 Village.
- 120 • Addressing work force housing was moved out of the ordinance area of the Plan.
- 121 • Mr. Messer suggested reviewing the ordinance regarding lawn sales, for possible
122 removal.
- 123 • It was agreed to review other ordinances and policies for which there are infrequent
124 situations brought to the Board.

125

126 Other aspects of the Plan reviewed included:

- 127 • Planning a site visit to the gravel pit property; the Kenyons will be consulted regarding
128 timing due to their use of a nearby pasture area.
- 129 • Conservation, climate, and natural resources aspects still to be discussed.
- 130 • Implementation of the use of digital signatures between meetings has been completed.
- 131 • Adoption of the Water Resource Overlay is complete.
- 132 • Chris Badger should be consulted regarding energy matters, EV chargers, and so forth.
- 133 • Work will continue on an Ash Tree Plan.
- 134 • Butternut Hill, Dana Hill, Palmer Hill all have work to be completed.
- 135 • Mr. Haverkamp noted that the welcome signs at either end of Town are being replaced
136 by Wood and Wood, and that a study located from several years ago suggests that the

137 northern sign be placed closer to the roadway, and have some trees planted nearby to
138 provide a more welcoming, traffic calming impact. The Board approved his going ahead
139 with further investigation of this possibility with VTrans and Waitsfield Telecom, and
140 indicated that the Tree Board should be consulted regarding any potential plantings.

141

142 **10. Consent Agenda.**

143 **APPROVAL:** *A motion to approve the Consent Agenda passed unanimously.*

- 144 • Approve Bills Payable and Treasurer’s Warrants
- 145 • Approve Minutes of June 23, 2025
- 146 • Approve Liquor License renewal for Mad River Inn – First Class and Outside
147 Consumption
- 148 • Approve Liquor and Tobacco License renewal for Waitsfield Wine Shoppe – Second Class
149 and Tobacco
- 150 • Approve Liquor License Renewal for MadBush Falls – First Class and Outside
151 Consumption
- 152 • Approve Liquor License Renewal for Addison West – First Class
- 153 • Recognize General Wait House Fire Door Status and Next Steps
- 154 • Approve Rekeying of General Wait House doors
- 155 • Approve the amended contract with Mary Beth Herbert for goat herding
- 156 • Approve including Mr. Haverkamp as an alternate Authorized Representative to the
157 State Revolving Fund

158

159 Information had been provided regarding an Emergency Mutual Aid Agreement through
160 CVRPC; it was noted that Josh Rodgers is not in full support of this, and that more details are
161 needed from him. A decision on this matter was tabled.

162

163 **11. Selectboard Roundtable.**

164 Mr. Messer reported on a recent meeting with VTrans representatives regarding the
165 replacement of the Meadow Road bridge, where VTrans advised that a bridge replacement
166 would likely take approximately ten years to be completed, and suggested that new stringers
167 installed between the I-beams may improve the structure, allow for an increase to the weight
168 limit, and provide some time for the preliminary steps needed to plan for replacement of the
169 bridge. It was discussed that a scoping or A&E study may be required of FEMA in order to allow
170 for their funding any work; it was agreed that an RFP will be drafted for this study.

171 Mr. Messer asked that, in addition to the rekeying approval for the Wait House that was
172 granted in the Consent Agenda, the Selectboard schedule a meeting with the Historical Society
173 regarding arranging for the museum area to be open for regular hours during the day and be
174 secured automatically overnight. Board members agreed that the museum door will not be
175 part of the rekeying approval, and there will be further consideration of Mr. Messer’s proposal
176 at an upcoming meeting.

177 **12. Town Administrator Update.**

178 Mr. Haverkamp provided an overview of current work on the Town’s cybersecurity efforts,
179 noting that training of staff had taken place, from which recommendations will be developed
180 and brought to the Selectboard for consideration.

181

182 Mr. Haverkamp had no other items to add to his written report.

183 **IV. Other Business**

184 **1. Correspondence/reports received** were reviewed.

185 **V. Executive Session**

186 **MOTION:** *A motion to enter Executive Session for discussion of cybersecurity vulnerabilities and*
187 *legal considerations pursuant to 1 V.S.A. §313(a)(1)(E) passed unanimously.*

188 The meeting entered Executive Session at 8:17 pm and returned to open session at 8:27 pm.

189 **VI. Adjourn**

190 The meeting adjourned at 8:30 pm.

191 Respectfully submitted,

192 Carol Chamberlin, Recording Secretary