

**TOWN OF WAITSFIELD**  
**SELECTBOARD MEETING AGENDA**  
**Monday, July 14, 2025 | 6:30 PM**  
**Location: Waitsfield Town Office**  
*(Please see access details below)*

**Public Hearing – Overlay District**

- Presentation and public comment on proposed Overlay District
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**I. Call to Order – 6:30 PM**

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

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**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. Wastewater Project – SBR System Selection**

- Review and consider entering into agreement for Bidder Option 1: 100,000 GPD SBR system
- Pending concurrence from funding agency and based on D&K recommendation
- Packet to include: abbreviated bid documents, draft agreement, draft notice of award

**B. FY2026 Tax Rate**

- Review and set the municipal tax rate

**C. Homestead Declaration Penalty Waiver**

- Consider waiving late filing penalties for FY2026

**D. Road Crew Dump Truck**

- Review and consider approving purchase of new dump truck chassis

**E. Town Office Elevator**

- Review and potentially accept elevator repair/replacement quotes

**F. Work Plan Update**

- Discussion of work plan with ordinances and policies as starting points

Link to Monday.com Town Work Plan

<https://view.monday.com/9214578885-5cf8302182e46746432384dd92f5c182?r=use1>

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#### **IV. Consent Agenda**

##### **A. Items for Approval**

1. Minutes of June 23, 2025
2. Bills Payable and Treasurer’s Warrants
3. Liquor Licenses:
  - Mad River Inn – First Class and Outside Consumption
  - Waitsfield Wine Shoppe – Second Class and Tobacco
  - MadBush Falls – First Class and Outside Consumption
  - Addison West – First Class renewal

##### **B. General Wait House**

1. Fire Door – status and next steps
2. Rekeying Doors – review locksmith quote for tenant access

##### **C. Amended Conservation Commission Contract**

##### **D. Alternate authorized rep state revolving fund**

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#### **V. Selectboard Round Table**

- General updates and discussion
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#### **VI. Executive Session**

- Discussion of cybersecurity vulnerabilities and legal considerations pursuant to 1 V.S.A. § 313(a)(1)(E)
  - Invite York Haverkamp to join the session
- 

#### **VII.**

#### **VI. Adjourn**

64 \*PLEASE NOTE: Public Access to this meeting will be hybrid, remote via Zoom or in person at  
65 the Waitsfield Town Office. For remote access, please use the following link:  
66 <https://us02web.zoom.us/j/82056117089>  
67 Meeting ID: 820 5611 7089  
68 By phone: 1 (929) 205-6099  
69 Anyone wishing to speak can do so during the designated times, or as indicated by the chair.  
70

**Table 2.12**  
**Groundwater Protection Overlay (GPO) District**

A. **Purpose:** The Town of Waitsfield recognizes that many residents rely on groundwater for their safe drinking water supply, and that certain land uses have the potential to contaminate groundwater, particularly in shallow/surficial aquifers, or when contaminants can get into a bedrock aquifer. To ensure the protection of these drinking water supplies, this bylaw establishes a zoning overlay district to be known as the Groundwater Protection Overlay District (“GPOD”).

The purpose of the GPOD is to protect public health, safety and welfare by minimizing the potential for contamination of vulnerable aquifers and source protection areas as authorized under 24 V.S.A. §4414(2), as well as preserving and protecting existing and potential sources of drinking water supplies. It is the intent of the Town of Waitsfield to accomplish this through the adoption of this GPOD, which provides standards to regulate particular uses of land and land development with the foregoing purpose in mind, in addition to those standards currently imposed by existing provisions in the Zoning Bylaws for the applicable zoning districts or other state and federal regulations. It is intended that public education and cooperation will complement this effort.

The GPOD is superimposed on the Agricultural-Residential District, the Forest Reserve District, and other zoning districts within the area of the mapped GPOD and shall apply to all land development within the GPOD.

Land development authorized or allowed in a portion of one of the underlying zoning districts that falls within the GPOD must additionally comply with the requirements of the GPOD. Uses or structures prohibited in the underlying zoning districts shall not be allowed in the GPOD.

**B. ZONES WITHIN THE GROUNDWATER PROTECTION OVERLAY DISTRICT**

**1. Establishment of District Boundaries**

The Groundwater Protection Overlay District (“GPOD”) is defined as being the areas shown on the Waitsfield Water Supply SPA Map as within wellhead/aquifer protection areas. The Groundwater Protection Overlay District consists of the wellhead/aquifer protection locations from the Vermont Agency of Natural Resources Water Supply Division digital data. The Groundwater Protection Overlay District is an overlay district, which imposes additional requirements and restrictions to those in the underlying zoning district. In all cases, the more restrictive requirement(s) shall apply.

**2. Lots Divided by the Overlay District**

Where the boundary of the Groundwater Protection Overlay District divides a lot of record such that part of the lot falls within the Groundwater Protection Overlay District and part of the lot is outside of it, the provisions of this Article shall only apply to that portion of the lot within the boundary of the Groundwater Protection Overlay District.

**3. Zones 1 and 2: Drinking Water Critical Impact Zones**

Zone 1 is the protective isolation zone, a 200 feet radius circle centered on the public water source. Zone 2 is the primary recharge area contributing water to the source.

- a. **Permitted Uses:** Zone 1 is restricted to the following permitted uses alone (there are no conditional uses). Permitted land uses in Zone 1 will be restricted to:
  - i. source operation and maintenance
  - ii. outdoor recreation facilities, except no structures, including accessory structures, constructed for or associated with such regulation may be located within Zone 1.
  - iii. agricultural and forestry uses, provided that fertilizers, pesticides, manure and other leachable wastes are used according to the Accepted Agricultural Practices as prescribed by Vermont Agency of Agriculture, Food and Markets as applicable and are not applied within 200 feet of the water source. All said leachable wastes must be stored under shelter away from precipitation and should be designed and used with secondary containment measures, as applicable.
- b. **Conditional Uses:** All proposed development in Zone 2 of the GPOD is subject to Conditional Use review by the Development Review Board. Development is restricted to the Permitted or Conditional uses as allowed in the underlying Zoning District except for prohibited uses in subsection (B)(3)(c), below. All uses must:
  - i. Meet the Performance Standards as outlined for the GPOD in subsection (B)(5)
  - ii. If new wastewater is required, satisfy the standards of subsection (B)(3)(d), below, with regard to Two-Year Time-of-Travel Distance
- c. **Prohibited Uses:** Uses prohibited in the underlying zoning districts shall not be allowed in the GPOD. To the extent allowed in the underlying districts, the following uses are prohibited in the GPOD:
  - i. On-site disposal, bulk storage, processing or recycling of toxic or hazardous materials or wastes
  - ii. Underground storage tanks, except septic tanks as regulated and approved by the Vermont Department of Environmental Conservation, Wastewater Management Division that meet the standards of subsection (B)(3)(d) (Two-Year Time-of-Travel)
  - iii. Industrial uses which discharge contact-type process waters on-site
  - iv. Unenclosed storage of road salt
  - v. Dumping of snow carried from off-site
  - vi. Automotive-related uses: Automobile Repair, Automobile Repair Service, automobile service stations, repair garages, carwashes, junkyards, and truck stops
  - vii. The siting or operation of a wastewater lagoon
  - viii. Automobile Sales, and storage, lease or rental of used and new cars, all-terrain vehicles or other motorized vehicles, including but not limited to

- lawnmowers, snowmobiles or sidewalk plow vehicles, motorcycles, and dirt bikes
- ix. Laundry and dry-cleaning establishments
- x. Salvage yards, landfills, recycling depots
- xi. Cemetery
- xii. Commercial Water Extraction for purposes other than supplying the public water system associated with the protection area, including geothermal systems.
- xiii. Extraction of Earth Resources
- xiv. Battery storage systems

- d. **Two-Year Time-of-Travel:** Approval of land development proposing use of in-ground wastewater disposal system within the two-year time-of-travel boundary is prohibited unless it can be certified by a licensed hydrologist with experience in wastewater system design that the discharge from the wastewater disposal site is not hydraulically connected to the drinking water aquifer below the GPOD, or that additional information is presented to document that a two-year time-of-travel is met or exceeded to the existing or potential water supply source within the GPOD.

#### 4. **Zone 3: Drinking Water Potential Impact Zone**

Zone 3 is established as the remainder of the GPOD not included in Zones 1 and 2 as identified in the Waitsfield Water Supply SPA as mapped by the Vermont Agency of Natural Resources Department of Environmental Conservation, but deemed necessary to ensure adequate protection of public drinking water supplies.

- a. **Permitted Uses:** All uses allowed in the underlying zoning districts provided that they can meet the Performance Standards as outlined in subsection (B)(5), below, for the GPOD.
- b. **Conditional uses:** All conditional uses permitted in underlying districts provided they can meet performance standards outlined in subsection (B)(5), below, for the GPOD.

#### 5. **Performance Standards**

The following permitting standards shall apply to all uses and land development in Zones 1, 2 and 3 of the GPOD:

- a. Any conditionally permitted facility involving the collection, handling, manufacture, use, storage, transfer or disposal of hazardous material or hazardous wastes must have a secondary containment system that is easily inspected and maintained, whose purpose is to intercept any leak or release from the primary containment vessel or structure. At a minimum, the secondary containment system must be designed and constructed so it is capable of handling at least 110% of the primary containment vessel or structure. Underground tanks or buried pipes carrying such materials must at a minimum have double walls, cathodic protection and inspectable sumps.

- b. Open liquid waste ponds containing hazardous material or hazardous wastes will not be allowed without a secondary containment system and shall not be located within Zone 1.
- c. Storage of petroleum products in quantities exceeding 300 gallons at one locality in one tank or series of tanks must be in elevated or above-ground tanks; such tanks must have a secondary containment system as noted in subsection (B)(5)(a), above. Storage of petroleum products in any quantity is prohibited within Zone 1.
- d. All permitted facilities must adhere to appropriate federal and state standards for storage, handling and disposal of any hazardous material or hazardous waste.
  - i. All conditionally permitted facilities must be designed to include, and operate pursuant to, an acceptable contingency plan for preventing hazardous materials and/or hazardous wastes from contaminating the shallow/surficial aquifer should floods, fire, or other natural catastrophes, equipment failure, or releases occur:
    - (a) All conditionally permitted underground facilities shall include, but not be limited to a monitoring system and secondary standpipe above the 100-year flood control level, for monitoring and recovery. For above-ground conditionally permitted facilities, an impervious dike, above the 100-year flood level and capable of containing 110 percent of the largest volume of storage, will be provided with an overflow recovery catchment area (sump).
    - (b) All conditionally permitted facilities shall include firefighting plans and procedures, a fire retarding system, and provide for dealing safely with any other health and technical hazards that may be encountered by disaster control personnel in combating fire. Hazards to be considered are pipes, hazardous materials, hazardous wastes, or open flames in the immediate vicinity.
    - (c) For equipment failures, plans for conditionally permitted facilities that use, maintain, store, process or produce hazardous materials and/or hazardous wastes shall include, but not be limited to, below-ground level, removal and replacement of leaking parts, a leak detection system with monitoring, and an overfill protection system; and above-ground level, liquid and leaching monitoring of primary containment systems, the replacement or repair and cleanup and/or repair of the impervious surface.
    - (d) For any other release occurring, the owner and/or operator shall report all incidents involving liquid or chemical material to the Waste Management Division of the Vermont Agency of Natural

Resources in accordance with applicable laws and shall simultaneously notify the Town of Waitsfield Zoning Administrator, Town Administrator, or Selectboard Chair immediately, and no later than two hours, after notice is given to the Vermont Agency of Natural Resources.

- ii. Since it is known that improperly abandoned water wells can become a direct conduit for contamination of groundwater by surface water, all abandoned wells within the GPOD shall be properly plugged according to State regulations.

## **Section 7.04 Groundwater Protection Area Regulation Definitions**

**AQUIFER.** A geological formation, group of formations or part of a formation either composed of unconsolidated rock, sand, gravel, or other unconsolidated soils, or composed of bedrock, with an interconnected series of crevasses, fractures, joints, faults, cleavages, bedding planes, porosity, or other geologic features that allows groundwater to move in the subsurface environment and is capable of storing and yielding groundwater to wells and springs.

**CONTAMINATION.** An impairment of water quality by chemicals, biologic organisms, or other impurity or extraneous matter regardless of whether it affects the potential or intended beneficial use of drinking water.

**FACILITY.** All contiguous land, structures, other appurtenances, and improvements on the land that is built, installed, or established for a particular purpose. A Facility may consist of several operational units.

**GRAY WATER.** All domestic wastewater except water discharged from a toilet or similar facility for excrement of human waste.

**GROUNDWATER.** Water below the land surface in a zone of saturation.

**GROUNDWATER PROTECTION OVERLAY DISTRICT.** A zoning district that is superimposed on all underlying zoning districts in the Town of Waitsfield. It includes all lands that are included in the definitions of Zones 1, 2 and 3 of the GPOD, and is included in the Official Map of the Town of Waitsfield. This district may include specifically designated recharge areas that collect precipitation or surface water and carry it to aquifers.

**HAZARDOUS MATERIAL** means all petroleum and toxic, corrosive or other chemicals and related sludge included in any of the following:

- (A) any substance defined in section 101(14) of the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980;
- (B) petroleum, including crude oil or any fraction thereof; or
- (C) "Hazardous Waste," as defined below, by 10 V.S.A. § 6602(4) or any Vermont Agency of Natural Resources regulation governing the use of hazardous wastes, and including but not limited to nuclear, source, or by-product material as defined by the Atomic Energy Act of 1954 as subsequently amended and codified in 42 U.S.C. § 2014;
- (D) "Hazardous material" does not include herbicides and pesticides when applied consistent with good practice and conducted in conformity with federal, state and local laws and regulations and according to manufacturer's instructions.
- (E) "Hazardous material" does not include livestock wastes.

**HAZARDOUS WASTE.** Any waste or combination of wastes of a solid, liquid, contained gaseous, or semi-solid form, including, but not limited to those which are toxic, corrosive, ignitable, reactive, strong sensitizers, or which generate pressure through decomposition, heat or other means, which in the judgment of the Secretary of the Vermont Agency of Natural Resources may cause, or contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness, taking into account the toxicity of such waste, its persistence and degradability in nature, and its potential for assimilation, or concentration in tissue, and other factors that may otherwise cause or contribute to adverse acute or chronic effects on the health of persons or other living organisms, or any matter which

may have an unusually destructive effect on water quality if discharged to ground or surface waters of the state. The storage and handling of livestock wastes and by-products are specifically excluded from this definition. Propane and/or heating fuel/oil for residential heating purposes are also specifically excluded from this definition.

**LAND DEVELOPMENT.** The construction, reconstruction, expansion, conversion, structural alteration, relocation or enlargement of any building or other structure, or of any mining, excavation or landfill, and any change in the use of any building or other structure, or land, or extension of use of land. The subdivision of land, including the division of a parcel into two or more parcels, is included in the definition of “Land Development” for the purposes of these Zoning Bylaws, although the subdivision of land is regulated under the Town of Waitsfield Subdivision Regulations, as most recently amended.

**PRIMARY CONTAINMENT FACILITY.** A tank, pit, container, pipe or vessel of first containment of a liquid or chemical, excluding the storage and handling of livestock wastes and by-products.

**PUBLIC WATER SUPPLY.** Any system(s) or combination of systems owned or controlled by a person, that provides drinking water through pipes or other constructed conveyances to the public and that has at least 15 service connections or serves an average of at least 25 individuals daily for at least 60 days out of the year. Such term includes all collection, treatment, storage and distribution facilities under the control of the water supplier and used primarily in connection with such system, and any collection or pretreatment storage facilities not under such control that are used primarily in connection with such system. In addition, this includes any water supply system with ten or more residential connections. Public Water System shall also mean any part of a system which does not provide drinking water, if use of such part could affect the quality or quantity of the drinking water supplied by such system.

**RELEASE.** Any intentional or unintentional action or omission resulting in the discharge, leak, pumping, pouring, emitting, emptying, dumping, disposal or spill of a potential contaminant including a hazardous material and/or hazardous waste, excluding the storage and handling of livestock wastes and by-products, onto the lands of the Town or into waters within the boundaries of the Town.

**SECONDARY CONTAINMENT FACILITY.** A second tank, catchment pit, pipe, or vessel that limits and contains a hazardous material or hazardous waste leaking or leaching from a primary containment area; monitoring and recovery are required excluding the storage and handling of livestock wastes and by-products.

**SPILL RESPONSE PLANS.** Detailed plans for control, re-containment, recovery and clean up of hazardous material and/or hazardous waste releases, such as during fires or equipment failures.

**STORMWATER TREATMENT PRACTICE (STP).** A man-made drainage structure, conveyance, catch basin, and any other appurtenant device or structure where stormwater is collected, transported, pumped, treated, or disposed of.

**STORMWATER RUNOFF.** Excess water from rainfall and snow melt that does not evaporate or penetrate into the ground, which flows overland and is collected and transported to the waters of the State of Vermont or the United States, including material dissolved or suspended in it, but does not include discharges from undisturbed natural terrain or wastes from combined sewer overflows.

**TIME-OF-TRAVEL DISTANCE.** The distance that groundwater will travel in a specified time. This distance is generally a function of the permeability and/or slope of the aquifer.

# Waitsfield Water Supply SPA

Legend

Road

Town Boundary

100 FT Contour

20 FT Contour

Zone 1

Zone 2

Zone 3



Waitsfield

Northfield

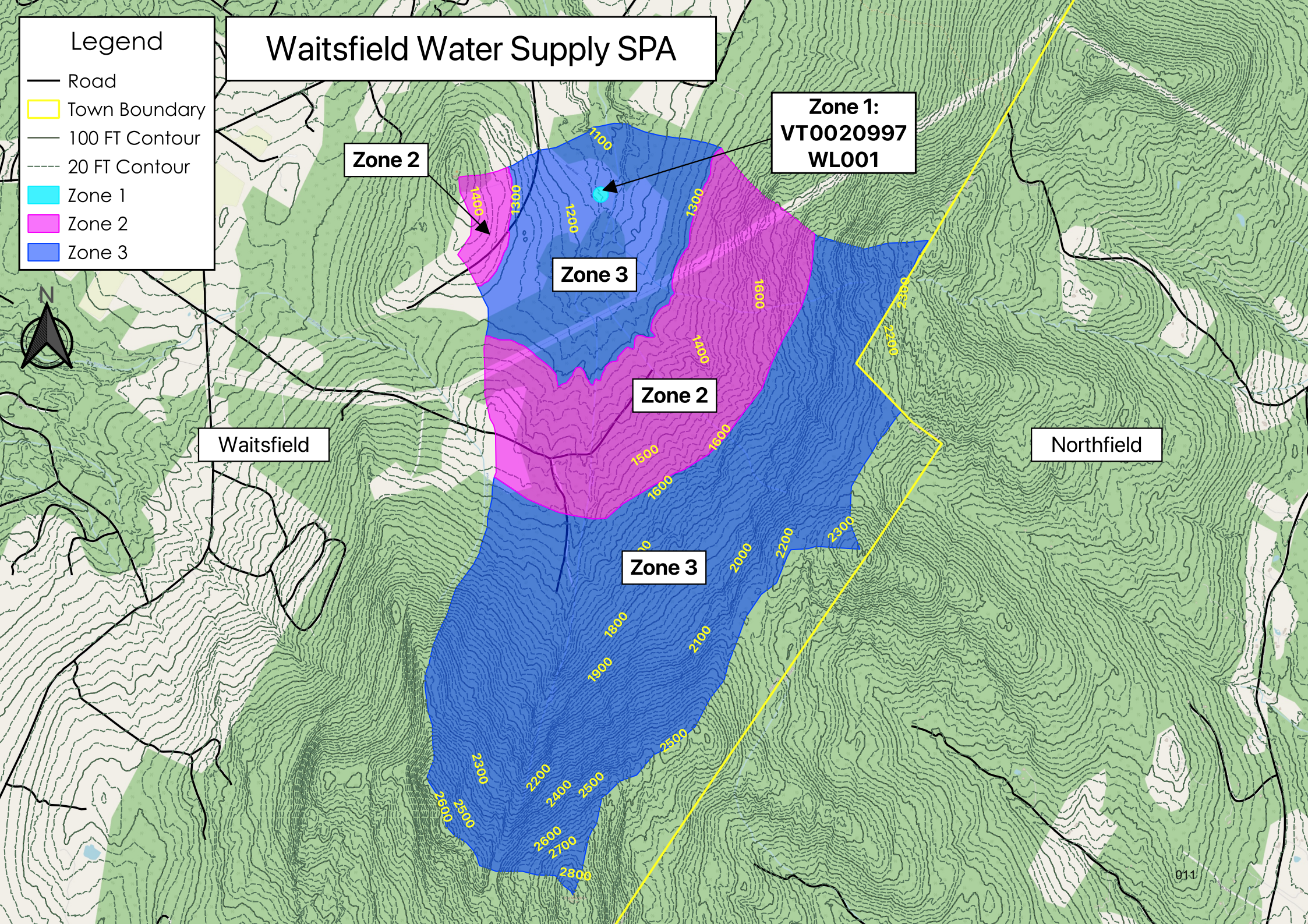
Zone 1:  
VT0020997  
WL001

Zone 2

Zone 3

Zone 2

Zone 3



**Planning Commission Reporting Form  
For Municipal Bylaw Amendments  
Town of Waitsfield  
Groundwater Protection Overlay District**

This report is in accordance with 24 V.S.A. §4441 (c) which states:

*When considering an amendment to a bylaw, the planning commission shall prepare and approve a written report on the proposal. A single report may be prepared so as to satisfy the requirements of this subsection concerning bylaw amendments and subsection 4384 (c) of this title concerning plan amendments...The report shall provide:*

*(A) Brief explanation of the proposed amendment and... include a statement of purpose as required for notice under §4444 of this title:*

The proposed amendment is to establish a Groundwater Protection Overlay District in order to protect public health, safety and welfare by minimizing the potential for contamination of vulnerable aquifers and source protection areas as authorized under 24 V.S.A. §4414(2), as well as preserving and protecting existing and potential sources of drinking water supplies. The proposed zoning amendment for a source protection area intends to regulate particular uses of land and land development within a certain radius of the Town's aquifer.

*And shall include findings regarding how the proposal:*

- 1. Conforms with or furthers the goals and policies contained in the municipal plan, including the effect of the proposal on the availability of safe and affordable housing:*

As stated in the 2023 Waitsfield Town Plan, Source Protection Areas have been delineated as required by the state to protect public community water systems serving 15 or more service connections, or 25 or more users year-round (page 11-7). The Plan also states that within designated SPAs, special consideration must be given to prohibiting, or carefully managing, development and practices that could contaminate local groundwater supplies. These include poorly designed or failing septic systems, underground storage tanks, and the storage of hazardous materials and road salt (page 11-8). The Town of Waitsfield Community Water System currently serves the Irasville and Waitsfield Village growth center. This area has the highest density of residential development in the Town. The municipal water system provides these residents with a safe and cost-effective water supply, as it relieves residents of the risk of costly remediation wrought by contamination of private wells. The proposed Groundwater Protection Overlay District intends to protect the Town aquifer from potential contamination at its source.

The 2023 Waitsfield Town Plan includes the following goals:

- Land development within mapped water supply source protection areas should be designed to avoid groundwater contamination and discourage uses posing a high risk of contamination (11.L-52).
- 2. Is compatible with proposed future land uses and densities of the municipal plan:*

The proposed Groundwater Protection Overlay District supports future land uses and densities within the Town as identified within the 2023 Town Plan.

3. *Carries out, as applicable, any specific proposals for any planned community facilities:*

This proposed zoning amendment does not carry out any specific proposals for planned community facilities and it would not impact any plans for community facilities.

We are fortunate to call the Mad River Valley home—a place where opportunity is shaped not only by mountains and waters, but by the strength of a caring community that shows up for one another, time and again.

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#### 1. Tax Rate – FY2026

Thanks to Steve, Sandy, the Assessor's Office, and the Listers for their work preparing the grand list.

Recommended Motion:

*Set a Municipal Tax Rate of \$0.5808 plus a Local Agreement Tax Rate of \$0.0029 for a Total Tax Rate of \$0.5837.*

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#### 2. Homestead Declaration Penalty Waiver

The financial impact of enforcing late Homestead Declaration penalties is minimal. Continuing our long-standing practice of waiving the penalty also avoids placing the Town in a position to arbitrate state income tax matters.

Recommended Motion:

*I move that the Waitsfield Selectboard waive the Homestead Declaration late filing penalty for Fiscal Year 2026, consistent with the Board's actions since 2013.*

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#### 3. Road Crew Dump Truck – Chassis Purchase

The road crew ordered a new dump truck in 2023. Included in the Selectboard packet is the invoice for the chassis, which is now available on the lot. The plan is to trade in the current low-profile dump truck, when the new dump truck build is complete, which will help offset the cost of the truck body and associated equipment.

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#### 4. Elevator Incident – Town Office

On July 7, unusual sounds were reported coming from the elevator room at the Town Office. During testing to investigate the issue, the building's fire alarm was triggered, prompting an automatic dispatch of the fire department.

While the situation was ultimately non-emergent, it served as a helpful confirmation that our alarm system is functioning properly. The response from the fire department was exceptional—timely,

professional, courteous, and thorough. They ensured the safety of everyone present and assessed the building before clearing the space for continued use.

This incident was a valuable reminder of the strong systems and dedicated responders that help keep our community safe.

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#### 5. Wastewater Project Update

A coordination meeting with USDA was held recently, and we are expecting a formal funding package in the near future. Expected for the Selectboard meeting on July 28 will include the package for discussion.

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#### 6. CVRPC Public Works Mutual Aid Agreement

The Central Vermont Regional Planning Commission has adopted a regional Public Works Mutual Aid Agreement to support coordinated emergency response. Josh Rogers is reviewing the agreement.

This agreement allows Waitsfield to request or provide assistance—equipment, personnel, and materials—during infrastructure-related emergencies. Participation strengthens regional cooperation and ensures more reliable response capacity.

Recommended Motion if so chosen:

*I move that the Waitsfield Selectboard authorize the Town to enter into the Central Vermont Regional Planning Commission Emergency Mutual Aid Agreement for Public Works Departments, as adopted by CVRPC on January 14, 2025. Further, I move that the Selectboard designate Josh Rogers as the primary and York Haverkamp as the alternate Requesting Official and Aiding Official as required under the agreement, and direct the Town Administrator to submit an updated public works resource list to CVRPC annually.*

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#### 7. Short-Term Rentals – Stowe Example

Attached are two articles detailing Stowe’s recent short-term rental ordinance, including the establishment of a rental registry and insights into the extent of out-of-town ownership. These may serve as helpful references as Waitsfield considers how to manage short-term rentals:

- <https://vtdigger.org/2025/06/30/in-stowe-short-term-rentals-are-owned-from-afar/>
  - [https://www.vtcng.com/stowe\\_reporter/news/local\\_news/selectboard-establishes-short-term-rental-registry/article\\_d316b474-dca2-11ee-955a-136dfda9902d.html](https://www.vtcng.com/stowe_reporter/news/local_news/selectboard-establishes-short-term-rental-registry/article_d316b474-dca2-11ee-955a-136dfda9902d.html)
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#### 8. Conservation Commission – Goat Herding Contract Amendment

Curt Lindberg recommends amending the existing contract with Mary Beth Herbert for knotweed control to comply with updated Lake Champlain Basin Program (LCBP) requirements. LCBP now requires submission of receipts before reimbursement can be requested.

Proposed Contract Changes:

1. Section 2 – Compensation: Increase from \$10,000 to \$11,122 (as allocated in the grant)
2. Attachment B – Payment Schedule:
  - June 7, 2025 – \$1,400
  - June 30, 2025 – \$4,138
  - July 30, 2025 – \$3,000
  - September 30, 2025 – \$2,584

This amendment simplifies compliance and avoids a more time-consuming grant agreement revision.

## **Town of Waitsfield**

### **Town Work Plan – Where are we - Memorandum**

**To:** Selectboard

**From:** York Haverkamp, Town Administrator

**Date:** July 14, 2025

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#### **1. Animal Control Ordinance**

Jenn Peterson and I spoke with Captain Meyer of the Washington County Sheriff's Department regarding enforcement of Waitsfield's current Animal Control Ordinance. Captain Meyer is reviewing the ordinance to confirm it is enforceable by both the Town Constable and the Sheriff's Department, ensuring tickets can be issued when necessary. We will continue collaborating with the Sheriff's Department to strengthen enforcement procedures and maintain public safety. I expect to have a more formal answer to enforcement in the coming week.

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#### **3. Covered Bridges – Weight Limit Enforcement**

Currently, the Sheriff's Department cannot issue tickets for exceeding posted weight limits on covered bridges. Captain Meyer indicated that the Town would need to adopt an ordinance to enable enforcement.

The Great Eddy Bridge was reported (week of July 7) to have loose boards, which may be worsened by overweight vehicles. An ordinance could also include exemptions for emergency services, municipal vehicles, and others.

In response to Fred Messer's concern for protecting Waitsfield's historic bridges, Captain Meyer is researching the law and best practices for assessing fines or penalties in the event of bridge damage, and will report back with options for Selectboard consideration.

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#### **4. Farley Park**

I toured Farley Park with Curt Lindberg and was encouraged by the notable progress in managing Japanese Knotweed. The improved conditions open the door for implementing the next phases of the Farley Park improvement plan.

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#### **5. Emergency Management Page Updated**

The Town website's Emergency Management page has been updated to include:

- Emergency contacts
  - VT Alert link
  - A formalized process for reporting road concerns during an emergency event
  - Updated Local Emergency Management Plan (LEMP)  
This is part of a larger effort to raise the standard and functionality of our website for residents.
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## **6. Paving Grant Reimbursement**

The paving grant reimbursement request has been submitted to VTrans. We are awaiting confirmation of approval for the award of \$182,590.40.

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## **7. H&H Study – FEMA Reimbursement**

According to VTrans, the hydrologic and hydraulic (H&H) study for the two culverts replaced during the July 2024 flood (Old Center Fayston and Fayston Roads) is nearly complete. The report is expected within the next two weeks. Once received, I will meet with FEMA representatives to determine the next steps for reimbursement.

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## **8. Butternut Hill Culvert**

This week, I'll be meeting with the Agency of Natural Resources (ANR) to discuss the Butternut Hill culvert. Additionally, I'll meet with Josh Rogers and Charlie Goodman during the week of July 14 to review:

- Culvert priority list
  - Current culvert budget
  - Recommendations for next steps
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## **9. Town Garage Planning**

In the same meeting with Josh and Charlie, we will also begin discussing a path forward for a new Town Garage—an identified high priority in the Town Plan. Expectations for an RFP in coming weeks.

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## 10. North Gateway Signage and Enhancement

New “Welcome to Waitsfield” signs are finished. The old signs were removed the week of July 7. Josh Schwartz of MRVPD shared the **Vermont Downtown Action Team (V-DAT) Report (2014)**, which includes recommendations for enhancing the North Gateway on Route 100.

Key suggestions include moving the sign in front of the utility pole and adding canopy shade trees on both sides of Main Street. These improvements would:

- Create a stronger sense of arrival
- Improve visual appeal
- Enhance economic vitality
- Maximize visibility of signage

These improvements would require early coordination with adjacent property owners.

- Link to the Report, p.35-36

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

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## 11. Wu Ledges Forest Access

I met with Leo Laferriere to discuss long-term access challenges to Wu Ledges. Currently, there is no ideal public access point. The Conservation Commission is preparing a proposal to improve trail access, which will be brought to the Selectboard once more details are finalized.

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Please let me know if you'd like more detail on any of these topics. I'll continue to keep the Board updated as developments progress.

Peace,  
York



**AQUA-AEROBIC SYSTEMS, INC.**  
A Metawater Company

## **Sequencing Batch Reactor Pre-Selection Procurement Package**

**Town of Waitsfield, Vermont**  
**Waitsfield Community Wastewater System**

**June 18, 2025**

**Electronic - Original**

Email to: DuBois and King, Inc. - Jon Ashley, PE - [jashley@dubois-king.com](mailto:jashley@dubois-king.com)

Project Contact:  
Natalie Watson Project Application Engineer  
Phone: 815-639-4558 | Fax: 815-654-8258  
Email: [nwatson@aqua-aerobic.com](mailto:nwatson@aqua-aerobic.com)



AQUA-AEROBIC SYSTEMS, INC.  
A Metawater Company

June 18, 2025

Correspondence ID#: AAL-51209  
Waitsfield, Town of  
Attn: Mr. Ashely, P.E. and Town Officials  
4144 Main Street  
Waitsfield, Vermont 05673

Project: WAITSFIELD WWTP VT  
RE: Town of Waitsfield, VT - Waitsfield Community Wastewater System -  
Advertisement for Bids - SBR Manufacturer Pre-Selection # 227947  
AASI Project ID # 118182 - Proposal Package Dated 6/18/2025

Dear Mr. Ashely, P.E. and Town of Waitsfield Officials,

Enclosed please find our proposal package for the AquaSBR® Sequencing Batch Reactor and AquaDisk® Cloth Media Filtration equipment, freight, and supervision services for the above-referenced project.

Aqua-Aerobic Systems, Inc. is offering the proposed equipment to meet the referenced specifications, including Addenda Number 1 & 2, subject to approval by the Owner or the Consulting Engineer.

As specified, this proposal includes the designs for both the expanded flows (100,000 GPD and the phased construction flows (50,001 GPD). We have provided two approaches for the phased construction flows. The designs set forth recommend the AquaSBR system utilizing the Aqua CAM-D (combination aerator/mixer/decanter). This unit eliminates the need for blowers, blower buildings, and aeration yard piping which reduces installation costs and footprint. Although this unit is smaller and provides footprint savings, it still includes all the advantages of more conventional AquaSBR systems, including enhanced biological nutrient removal, accessible components for easy maintenance, modular design for easy expansion, and flexible tank options.

In this package, we have included two options:

- Option 1 - Article 3.1 in Bid Form:

Includes a dual basin Aqua CAM-D system, designed to handle the expanded Flows (100,000 GPD). For operation at lower flows (50,001 GPD) the system can be operated with lower MLSS and lower water levels. No changes to the equipment will be required for expansion from 50,001 GPD to 100,000 GPD.

- Option 2 - Article 3.2 in Bid Form:

In this option the system has been designed considering the phased construction flows (50,001 GPD) with additional equipment required to expand to 100,000 GPD. The system will consist of two concrete SBR basins. One basin will operate as a single basin SBR with one CAM-D unit installed. The second basin will act as a pre-equalization basin during phase I to balance flows. In phase II, a second Aqua CAM-D unit will be added, and the system will operate as a dual basin. The CAM-D is unique in that all critical mechanical components can be replaced from the unit without dewatering the basin. Critical spare parts are provided with this option to allow any necessary repairs to be made within 24 hours. The pre-eq has enough capacity to provide flow storage for an extended period of time, to meet redundancy requirements.

An option for tertiary filtration has also been included in our proposal.

Our experience with tertiary filtration in Vermont has been based on the many plants within the Lake Champlain Watershed using cloth media filters to remove solids and polish nutrient removal processes for low phosphorus. These effluent phosphorus limits are based on Total Phosphorus which includes both soluble and particulate fractions. The Waitsfield effluent permit is based on only the soluble fraction of phosphorus which is unaffected by filtration by definition. Our SBR system is capable of producing 10 mg/l TSS and BOD effluent without filters, and a well-run system can be guaranteed as such. Some clients prefer the added security of effluent filtration to manage particulate BOD/ TSS exceedances against operational upsets. As filters are not technically required, our opinion is that the level of redundancy is discretionary.

If tertiary filtration is selected for this plant, the recommended unit is a 2-Disk Aqua MiniDisk based upon assumed equalization prior to the filters. A tertiary filtration system with no redundancy considered (1 unit) is \$177,850. A tertiary filtration system considering redundancy (2 units) is \$299,190. These prices include freight to the jobsite and our standard startup and supervision services. Please see Optional Tertiary Filtration section for additional details.

Please take a moment to review our proposal package and drawings for Aqua-Aerobic Systems' equipment terminations and items not included in Aqua-Aerobic Systems' scope of supply that are to be provided by the Buyer or Buyer's Installation Contractor.

Please note the assumptions made for Article 3.6 in the Bid Form for chemical usage. It has been assumed that alkalinity is sufficient for nitrification, approximately 7.1 mg

alkalinity (as CaCO<sub>3</sub>) for every mg of NH<sub>3</sub>-N nitrified, while maintaining a residual concentration of 50 mg/l. In regards to chemical addition for phosphorus removal, it has been assumed of the effluent phosphorus, 50% is in soluble form, with the remainder in particulate. Please refer to Chemical Addition Calculations in the Supplementary Information section of this package for more details.

Lastly, please see Option #1 in Section D.6 which covers BABA compliant control panels. AASI recently established means to meet BABA compliant control panels. However, based on experience the requirement for BABA compliant control panels is commonly waived.

We appreciate the opportunity to submit our proposal for this project and look forward to discussing it with you in detail. Please feel free to contact me at 815-639-4558 or via email at [nwatson@aqua-aerobic.com](mailto:nwatson@aqua-aerobic.com), or our sales representative firm (listed below) if you have any questions regarding our proposal offering.

If you have any questions or require additional information, please do not hesitate to call me or the representative listed below.

Sincerely,



Natalie Watson  
Project Application Engineer

Technology Sales Associates / ph#: 978/838-9998 / fx#: 978/838-9897  
Robert Trzepacz, P.E.

Aqua-Aerobic Systems, Inc.  
Michael Brown / [MBrown@aqua-aerobic.com](mailto:MBrown@aqua-aerobic.com)



**Town of Waitsfield Vermont  
Waitsfield Community Wastewater System  
SBR Manufacturer Pre-Selection  
Table of Contents  
Bid Date: 6/19/2025**

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**Bid Form for Construction Contract with Signatory Authorization**

- A. Bid Security**
- B. Covenant – Evidence of Authority to do Business**
- C. EJCDC C-451 – Qualifications Statement**
- D. SEVEN (7) EVALUATION CRITERIA - Project Description and SBR Selection Criteria**

**Criteria 1. Manufacturer’s Local/Regional Experience and References**

- A. A Minimum of Ten (10) Installations Operating on Similar Effluent Objectives for Five (5) Years
- B. Facilities in Operation

**Criteria 2. Footprint and Scalability**

- A. Plan-View Area Required to Maintain the System
- B. Ability to Increase Facility Treatment Capacity to the Identified “Expanded Flows”

**Criteria 3. Energy Use**

- A. Option 1, Phase 1 Flows - 20-Year O&M Estimate
- B. Option 1, Phase 2 Flows – 20-Year O&M Estimate
- C. Option 2, Phase 1 Flows - 20-Year O&M Estimate

**Criteria 4. Equipment Warranties and Process Performance Guarantee**

- A. Warranty
- B. Process Performance Guarantee

**Criteria 5. Maintenance Requirements**

- A. Maintenance Considerations
- B. Ease of Maintenance
- C. AquaSBR® - Anticipated Maintenance Schedule

**Criteria 6. Capital Costs (Proposals)**

- A. Option 1 (Article 3.1 in Bid Form)
- B. Option 2 (Article 3.2 in Bid Form)

**Criteria 7. Life Cycle Costs in Accordance with RUS Bulletin 1780-3**

**Process Design Analysis Submittal Requirements**

- A. Process Design Reports
  - 1. Option 1, Phase 1– Process Design Report
  - 2. Option 1, Phase 2 – Process Design Report
  - 3. Option 2, Phase 1 – Process Design Report
  - 4. Option 2, Phase 2 – Process Design Report
- B. Food to Mass Ratio Data
- C. Redundancy Explanation
- D. Decant Curve and Flow Attenuation
- E. Complete Mixing
  - 1. Mixer Performance Test Report
- F. Sludge Production Justification
- G. System Reaction Rates

**Optional Tertiary Filtration**

1. Filtration Process Design
2. Standard Filter Drawing
3. O&M Estimate
4. Anticipated Maintenance Schedule

**E. RD 400-6 – Compliance Statement – OMB No. 0575-0018**

**F. AD-1048 – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions**

**G. RD Instruction 1940-Q – Exhibit A-1 – Certification for Contracts, Grants and Loans**

**SUPPLEMENTARY INFORMATION**

**Chemical Addition Calculations**

**A. Chemical Addition for Phase 2 Flows**

**Brochures**

- AquaSBR® Brochure
- AquaDDM® Direct Drive Mixer Brochure
- Aqua Diffused Aeration Products Brochure
- Cloth Media Filtration Brochure
- Aqua Controls and SCADA Systems Brochure
- Aqua Service Brochure

# BID FORM

# 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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Option 1

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;

Five Hundred sixty-six thousand six hundred ninety \_\_\_\_\_ Dollars and 1  
 zero \_\_\_\_\_ Cents (\$ 566,690 ) L.S. \$ 566,690

Option 2

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;

Four Hundred twenty-eight thousand three hundred and forty Dollars and 1  
 zero \_\_\_\_\_ Cents (\$ 428,340 ) L.S. \$ 428,340

For increasing the system's capacity in Option 2 (Phase 2 and 100,000 GPD), the Phase 2 price is \$271,030.

\*Please reference the letter on page 4 of this package for explanation of adder for BABA compliant controls. This adder is \$48,940.

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 2,795,900

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;

twenty thousand, one hundred and eight \_\_\_\_\_ Dollars and

zero \_\_\_\_\_ Cents (\$ 20,108 )

Total  
Cost \$ 20,108

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 12,480

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): Aluminum Sulfate (Alum)\* lbs/gal 14,600\*

Chemical 2 name (if required): N/A lbs/gal N/A

Chemical 3 name (if required): N/A lbs/gal N/A

\*Please refer to assumptions stated in cover letter and in chemical calculations in supplementary Information section.

**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
Addendum No. 1	June 13, 2025
Addendum No. 2	June 17, 2025

#### 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:

Aqua-Aerobic Systems, Inc.

(typed or printed name of organization)

By:

Kevin L. Heasley

(individual's signature)

Name:

Kevin Heasley

(typed or printed)

Title:

Vice President, Operations

(typed or printed)

Date:

6/18/2025

(typed or printed)

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

Attest:

Mark Hughes

(individual's signature)

Name:

Mark Hughes

(typed or printed)

Title:

Vice President, Technology

(typed or printed)

Date:

6/18/2025

(typed or printed)

Address for giving notices:

Aqua-Aerobic Systems, Inc., 6306 N. Alpine Road, Loves Park, IL 61111-7655

Bidder's Contact:

Name:

Natalie Watson

(typed or printed)

Title:

Project Applications Engineer

(typed or printed)

Phone:

(815) 639-4558

Email:

nwatson@aqua-aerobic.com

Address:

Aqua-Aerobic Systems, Inc., 6306 N. Alpine Road, Loves Park, IL 6111-7655

Bidder's Contractor License No.: (if applicable) NOT APPLICABLE



June 24, 2025

J.B. Weir, Planning and Zoning Administrator  
Town of Waitsfield  
4144 Main Street  
Waitsfield, VT 05673

Re: Waitsfield Community Wastewater System – SBR Manufacturer Pre-Selection. Waitsfield, VT  
Bid Opening Results and Recommendation

Dear J.B.,

A bid opening for the Waitsfield Community Wastewater System – Sequencing Batch Reactor (SBR) Manufacturer Preselection project was held on June 19, 2025 at 10:00am at the Waitsfield Town Office. The project was advertised for bid on May 30, 2025 on the Vermont Bid System and the DuBois & King projects for bidding website, and the advertisement was sent directly to known SBR manufacturers in the northeastern United States in an attempt to promote interest. The Attendance Log for the bid opening and the Receipt of Bids Log are included in Attachment 1. One bid was received from Aqua-Aerobics Systems, Inc. The bid form had two options (see Attachment 2 for a bid tabulation), as described below:

- Bid Item 1: Full build out of the SBR system at a capacity of 100,000 gallons per day (gpd). The bid price for this option is \$566,690.00. However, the bid indicates that the pricing assumes a BABA waiver would be attainable for the control panels, and an additional cost of \$48,940.00 would be needed for BABA-compliant control panels. Therefore, the bid price for Option #1 is as follows:
  - Option 1 with BABA compliant control panels: \$615,630.
- Bid Item 2: Staged construction with Phase 1 providing a system with a capacity of 50,000 gpd and Phase 2 providing an additional 50,000 gpd of capacity at a later date. The bid price for this option is \$428,340.00 for Phase 1 of this option (Pay Item #2) and \$271,000.00 for Phase 2 (Bid Alternate Item 1). Similarly to Option #1, an additional cost of \$48,940.00 would be needed for BABA-compliant control panels. Therefore, the bid price for Option #2 is as follows:
  - Option 2, Phase 1 with BABA compliant control panels: \$477,280.00
  - Option 2, Phase 1 plus Phase 2 with BABA compliant control panels: \$748,310.00

Note: It is assumed that BABA-compliant control panels will be required because there is no current applicable waiver, so the total bid prices in Attachment 2 include the BABA-compliant control panels pricing.

The above bid costs include costs for Bid Items 1 and 2. Additional information in the bid form includes the following:

- Bid Item 3: Total energy use given first year average daily flows continuous over a 20-year period: 2,795,900 KW-hours

- Bid Item 4: Estimated equipment costs (not including labor) for all maintenance and equipment replacement costs, given first year average daily flows continuous over a 20-year period: \$20,108.00
- Pay Item 5: Total level of effort (man-hours) for all maintenance and replacement activities, given first year average daily flows continuous over a 20-year period: 12,480 hours
- Pay Item 6: Chemical usage, given first year average daily flows continuous over a 20-year period: 14,600 gallons aluminum sulfate (alum)

To evaluate the bid, DuBois & King, Inc. (D&K) contacted references for the lowest bidder. A summary of the reference checks is included in Attachment 3. D&K has reached out to seven (7) references provided by the Bidder. At this time, we have received input from two (2) references. These references both provided positive reviews of not only the work completed by the contractor (worked within the expected budget and timeline), as well as positive reviews of customer service following construction.

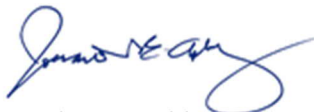
DuBois & King also reviewed the pricing of Bid Item 1 and Bid Item 2 as compared to the Engineer's Opinion of Probable Construction Costs (OPCC). The OPCC developed by D&K included an estimate of \$512,270 without the need for filtration and \$778,370 with an effluent filtration system. The preferred option (Bid Item 1 versus Bid Item 2) for this project is Option 1, providing that adequate funding is available to support this project. The Bid for Option 1 (\$615,630.00) is within the range of OPCCs developed by D&K, where the Bid Price for Option 1 is 11% higher than the OPCC for the system without filtration and 27% lower than the OPCC for the system with filtration.

Prior to the current bid phase, this project was bid earlier this year. A bid opening was previously held on April 25, 2025 with two bids received. However, both bids were rejected: one was not responsive because it included modifications to the Bid Documents; and the other was not received by the deadline, and therefore not opened.

Based on this review, D&K finds no reason to disqualify this Bid and recommend the Town consider entering into an agreement with the Bidder. Option 1 (100,000 gpd SBR system) is recommended providing that sufficient funds are available for this option.

Please feel free to contact me with questions.

Sincerely,



Jonathan B. Ashley, PE  
Senior Vice President

c: Hugo Martinez-Cazon, Water Investment Division  
Duane Dale and Diane Drown, USDA-RD

# BID OPENING

## Waitsfield Community Wastewater System SBR Manufacturer Pre-Selection Waitsfield, VT 227947

June 19, 2025, 10:00 AM

### ATTENDANCE LOG

(Please Print)

NAME	AFFILIATION & TITLE	PHONE #	E-MAIL ADDRESS
Bob Cook	Town of Waitsfield		moosevt@gmail.com (In person)
JB Weir	Town of Waitsfield		pza@madriver.com (In person)
Chuck Goodling	DuBois & King		cgoodling@dubois-king.com (Remote)
Jonathan Ashley	DuBois & King		jashley@dubois-king.com (In person)
Rob Trzepacz	Aqua Aerobics		robtr@techsalesne.com (Remote)
Hugo Martinez-Cazon	Vermont DEC WID		hugo-martinez-cazon@Vermont.gov (Remote)
Mike Brown	Aqua Aerobics		mbrown@Aqua-aerobic.com (Remote)
Manuel de los Santos	Aqua Aerobics		Mde.lossantos@aqu-aerobic.com (Remote)

# RECEIPT OF BIDS - LOG

Waitsfield Community Wastewater System

SBR Manufacturer Pre-Selection

PROJECT # 227947

June 19, 2025 - 10:00 AM

Date Received	Time Received	Contractor	Base Bid Item 1	Bid Security	Addendum No. 1	Addendum No. 2	Apparent Ranking
6/18/25	19:20	Aqua-Aerobics Systems, Inc.	\$566,690.00	✓	✓	✓	1

WAITSFIELD COMMUNITY WASTEWATER SYSTEM - SBR MANUFACTURER PRE-SELECTION  
Project #227947

BID TABULATION  
Bid Opening June 19, 2025 @ 10:00 AM

				Engineer's OPCC (July 21, 2024)		Aqua-Aerobics Systems, Inc.					
Item No.	Description	Est. Qty	Units	Unit Price	Total Amount	Option 1			Option 2		
						UNIT PRICE (or QTY)	TOTAL AMOUNT (or UNIT)	NOTE RE. BID FORM	UNIT PRICE (or QTY)	TOTAL AMOUNT (or UNIT)	NOTE RE. BID FORM
1	Total Capital Cost for Sequencing Batch Reactor (SBR) Equipment AND Effluent Filtration System (if required) <b>Sized for 100,000 GPD</b> , Including Appurtenances and Manufacturer's Services	1	LS	\$512,270 w/out filtration \$778,470 w/ filtration	\$512,270 w/out filtration \$778,470 w/ filtration	\$566,690.00	\$566,690.00	Contractor strike-through for wording "AND Effluent Filtration System (if required)"			
2	Total Capital Cost for SBR AND Effluent Filtration System (if required) <b>Sized for 50,001 GPD</b> , Including Appurtenances and Manufacturer's Services	1	LS	to be provided by contractor					\$428,340.00	\$428,340.00	Contractor strike-through for wording "AND Effluent Filtration System (if required)"
3	Total Energy Use for SBR Equipment and Appurtenances, given first year average daily flows continous over a 20-year period	to be provided by contractor	KW-hrs	to be provided by contractor		2,795,900	KW-hours		2,795,900	KW-hours	
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	to be provided by contractor	Total Cost	to be provided by contractor		n/a	\$20,108.00		n/a	\$20,108.00	
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	to be provided by contractor	Total Hours	to be provided by contractor		12,480	Hours		12,480	Hours	
6	Estimated chemical usage, given first year average daily flows continuous over a 20-year period: Chemical 1 name (if required) Chemical 2 name (if required) Chemical 3 name (if required)	to be provided by contractor	lb or gal	to be provided by contractor		14600	gal Aluminum Sulfate (Alum)*	* Please refer to assumptions stated in cover letter and in chemical calculations in supplementary Information section.	14600	gal Aluminum Sulfate (Alum)*	* Please refer to assumptions stated in cover letter and in chemical calculations in supplementary Information section.
	BABA compliant control panels			OPCC assumes that contractor bids are BABA compliant.		\$48,940.00	\$48,940.00		\$48,940.00	\$48,940.00	
	<b>TOTAL BASE BID (ITEMS 1, 2, AND BABA COMPLIANT PANELS)</b>						<b>\$615,630.00</b>			<b>\$477,280.00</b>	

Bid Alternate 1 - Option 2, Phase 2

	TOTAL BASE BID (ITEMS 1, 2, AND BABA COMPLIANT PANELS)								\$ 477,280.00	
	Increase system capacity for Option 2 (Phase 2 and 100,000 GPD)	1	LS						\$ 271,030.00	\$ 271,030.00
	<b>TOTAL BASE BID (ITEMS 1, 2, AND BABA COMPLIANT PANELS)</b>								<b>\$748,310.00</b>	



Jonathan B. Ashley, P.E.

# WAITSFIELD COMMUNITY WASTEWATER SYSTEM - SEQUENCING BATCH REACTOR CONTRACTOR REFERENCE CHECKS (06.24.25)

Aqua-Aerobic Systems, Inc.

	Thomaston, CT - NPDES Permit ID: CT0100781 Bert (Galpin?) 860-283-4263	Lower Mahanoy, PA 0 NPDES Permit ID: PA0228231 Rick Spotts 570-847-6991
Can you describe the project that the Contractor worked on for you?	SBR project with system capacity of 1.38M gpd	SBR upgrade
Has this project been completed or is it still in the construction phase?	Project was completed in 1999. The Town is currently looking at upgrades and expects they would be a contender for this future work.	Built their initial system in 2002. Currently doing upgrades to the system.
What was the approximate construction budget?	does not recall project cost	\$200,000
Was the work done within the expected schedule and budget?	yes	
How did the construction estimate compare to the engineer's estimate?	Recalls the cost being similar to engineer's estimate	came in just under the engineer's estimate
Do you think the contractor had a good understanding of the work that needed to be completed?	yes	yes
Were there many change orders for the project? Any that resulted in significant costs to the project?	not that they recall	yes, for materials (May 2024 - related to BABA)
Are there any issues or concerns that a municipality should be aware of based on your experience working with the contractor?	not that they recall	
Did the contractor produce a good quality project upon completion?	yes	Yes. Pleased with customer service following build of the original system.
Would you recommend the Contractor?	yes	yes.
Do you have any other input regarding the project as a whole as it relates to the contractor?	Fantastic to work with. They have been pleased with tech support and are responsive to come up with solutions to any issues that have come up over the years related to the system.	

Additional references contacted but have not been reachable to date:

Project: Middlebury, VT - NPDES Permit ID: VT0100188. Contact: Jeremy Rathbun. Phone: 802-388-6514

Project: Boonsboro, MD - NPDES Permit ID: MD0020231. Contact: Pete Shumaker. Phone: 301-992-2504

Project: Lee, MA - NPDES Permit ID: KS0050733. Contact: Al Zerbato. Phone: 413-243-5525; 413-243-5520 cell

Project: Huntington, NY - NYDES Permit ID: NY0021342. Contact: John Pavlik. Phone: 631-351-3242

Project: Kennedyville WWTP, MD - NPDES Permit ID: MD0052671. Contact: Gary Swartz. Phone: 410-778-6362

**TOWN OF WAITSFIELD, VERMONT**  
**WAITSFIELD COMMUNITY WASTEWATER SYSTEM**

**SBR MANUFACTURER PRE-SELECTION**

**CONTRACT DOCUMENTS**

**May 29, 2025**

**227947**

**BIDDING DOCUMENTS**

**NOT FOR CONSTRUCTION**



Abbreviated version of  
Bid Documents for  
Review by the Waitsfield  
Selectboard 7-7-2025

**DuBois  
& King<sup>INC.</sup>**

**ENGINEERING - PLANNING - DEVELOPMENT - MANAGEMENT**

**TOWN OF WAITSFIELD, VERMONT**  
**SBR MANUFACTURER PRE-SELECTION**

**TABLE OF CONTENTS**

**BIDDING REQUIREMENTS**

Advertisement for Bids Included

Instructions to Bidders

Bid Form

Bid Bond

**CONTRACT FORMS**

Notice of Award

Agreement

Performance Bond

Payment Bond

**CONDITIONS OF THE CONTRACT**

Standard General Conditions

Supplementary Conditions

**TECHNICAL DOCUMENTS**

Project Description and SBR Selection Criteria Included

Site Plan – Proposed General Location of 2-Basin SBR Included

**ADVERTISEMENT FOR BIDS**  
**TOWN OF WAITSFIELD, VERMONT**  
**WAITSFIELD COMMUNITY WASTEWATER SYSTEM – SBR MANUFACTURER PRE-SELECTION**

**General Notice**

**TOWN OF WAITSFIELD, VT** (Owner) is requesting Bids for the construction of the following Project:

**Waitsfield Community Wastewater System – SBR Manufacturer Pre-Selection**  
**227947**

Bids for the construction of the Project will be received at **Town of Waitsfield, 4144 Main Street, Waitsfield VT 05673**, until **June 19, 2025 at 10:00am** local time. At that time the Bids received will be **publicly** opened at **Waitsfield Town Office at 4144 Main Street, Waitsfield, Vermont 05673**.

The Project includes the following Work:

**This project requires bids for the complete supply and installation of a two-basin SBR system and effluent filtration system (if required) for the Waitsfield Community Wastewater System Project. This includes all necessary equipment, piping, controls, appurtenances, technical support, testing, start-up, and related material.**

Bids are requested for the following Contract: **Waitsfield Community Wastewater System – SBR Manufacturer Pre-Selection**

Each BID must be accompanied by a **certified check** payable to the OWNER for **five percent (5%)** of the total amount of the BID **(i.e., Pay Item 1)**. **A BID BOND may be used in lieu of a certified check.**

The CONTRACT DOCUMENTS may be examined at the following locations:

<a href="https://www.dubois-king.com/projects-bidding-active/">https://www.dubois-king.com/projects-bidding-active/</a>	DuBois & King, Inc. 28 North Main Street Randolph, Vermont 05060
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**ISSUING OFFICE:**

The Issuing Office for the Bidding Documents is: DuBois & King, Inc., 28 North Main Street, P.O. Box 339, Randolph, VT 05060, Contact: Jonathan Ashley at 802-214-5381, [jashley@dubois-king.com](mailto:jashley@dubois-king.com). Bidding Documents may be obtained via one of the following methods:

1. Via Download Electronic Copy: Download Bid Documents as a pdf at [www.dubois-king.com/projects-bidding-active/](http://www.dubois-king.com/projects-bidding-active/) for a non-refundable charge of **\$50.00**.

Note: When purchasing download bid documents, the purchaser will receive an e-mail notification with a link to the downloadable plans and specifications. Depending on individual computer settings, the e-mail may go to the spam folder. Please check the spam folder and allow e-mails from dubois-king.com

2. If Hard Copies are wanted: Please contact the **Issuing Office Contact** identified above to discuss the details of this method and to confirm cost.

The date that the Bidding Documents are transmitted by the Issuing Office will be considered the prospective Bidder's date of receipt of the Bidding Documents. Partial sets of Bidding Documents will not be available from the Issuing Office. Only Bid Documents obtained from DuBois & King, Inc. (Website or Issuing Office) shall be used for submitting a Bid. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office.

### **IMPORTANT**

**Any change to the Bidding Documents during the bid period will be made via addenda and posted at [www.dubois-king.com/projects-bidding-active](http://www.dubois-king.com/projects-bidding-active). The prospective Bidder is responsible for checking the web site as required to obtain any/all addenda that may be issued. The Issuing Office is NOT responsible for notifying prospective Bidders when addenda are posted. This responsibility lies with the prospective Bidder.**

Any CONTRACT or CONTRACTS awarded under this Invitation for BIDS are expected to be funded in part by a grant from the United States Department of Agriculture. Neither the United States nor any of its departments, agencies or employees are or will be a part to the Invitation for BIDS or any resulting contract. This contract is subject to all applicable and/or relevant Federal procurement guidelines pertaining to Grants and Cooperative Agreements with State and Local Governments.

**A virtual Pre-Bid Conference for the Project will be held on June 6, 2025, at 3:00pm.**

**A meeting invitation/link will be emailed to all plan holders 24-hours in advance of the meeting.**

#### **Instructions to Bidders:**

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

**This Advertisement is issued by:**

Owner: **Town of Waitsfield, VT**

By: **JB Weir**

Title: **Planning & Zoning Administrator**

Date: **May 30, 2025**

# WAITSFIELD COMMUNITY WASTEWATER PROJECT

## PROJECT DESCRIPTION & SBR SELECTION CRITERIA

### Introduction

The Town of Waitsfield is in the final design stage for a new municipal wastewater treatment facility.

During a previous study phase, the Sequencing Batch Reactor (SBR) was selected as the preferred treatment technology. The information below provides the basis for the Town of Waitsfield to conduct a pre-selection of the SBR manufacturer, to identify the optimal SBR process for their given conditions, and to streamline the design of the new treatment facility, with the pre-selected SBR process as a critical component of the new facility.

The SBR facility will receive wastewater from a newly constructed collection and conveyance system. The collection system includes septic tanks located at major pump stations to provide solids removal, and to reduce the potential for forcemain blockage. Therefore, the wastewater that enters the new treatment facility will have previously received primary treatment via septic tanks.

The new treatment facility will discharge to a subsurface soil-based disposal system so effluent water quality needs to comply with the requirements of the Vermont Indirect Discharge Rules. Effluent water quality requirements are identified in the table below. To achieve these effluent limits, it is expected that the discharge from the SBR process will pass through filters prior to ultraviolet (UV) disinfection and being directed into the disposal fields. It is also expected that chemical addition and a supplemental carbon source may be required to achieve the required effluent limits.

The SBR Manufacturer system design and associated costs shall account for the following:

- All SBR-related equipment
- Chemicals and supplemental carbon source (if/as deemed necessary by the SBR Manufacturer)
- Effluent Filters that are compatible with the SBR-related equipment (if/as deemed necessary by the SBR Manufacturer)

Influent flow and loading parameters are identified in the table below for the **“First Year”** of operation (anticipated to be 2026). The sizing and cost of the SBR and filter system shall be based upon the flow and loading in the “First Year” column.

In order to understand the cost savings associated with a possible phased approach to construction, **"Phased Construction Flows"** are also identified in the table. Under this scenario, approximately 50-percent of the collection system and wastewater treatment facility will be initially constructed, with the balance of these systems being completed in the future.

Seven (7) criteria are identified that will be used as the basis for comparison of prospective SBR processes and manufacturers. This document has been prepared to meet the requirements of Rural Utilities Service (RUS) Instruction 7 CFR 1780.70(b) and (d), Maintaining Open and Free Competition under RUS Instruction.

### **Process Design Analysis Submittal Requirements**

The SBR process and filter design shall address and provide written documentation for each of the following aspects:

- **SBR tank volume sizing**  
A complete process design shall be provided including all calculations, including SBR tank length, width and depth.
- **Design food to mass ratio (F/M)**  
Selection of design food to mass ratio and acceptable F/M range along with empirical and experimental data to justify the selected values.
- **Actual Oxygen Requirement (AOR), Alpha and Beta**  
The design actual oxygen required and standard oxygen required along with the values used for alpha and beta.
- **Certified Design Standard Oxygen Transfer Efficiency (SOTE)**  
The design standard oxygen transfer efficiency along with empirical and experimental data to justify the selected value.
- **Biological Treatment Redundancy**  
While expected to be an infrequent operating scenario, the design must provide the ability to meet permitted effluent BOD requirements under design average daily flow/loading conditions with one basin off-line, as required by the State of Vermont.
- **Decanter sizing calculations, velocity pattern, flow rate, etc.**  
The design decanter sizing and velocity pattern within the SBR tank, along with the decant volumetric flow rate as a function of liquid level in the SBRs assuming free discharge. Identify potential decanter flow attenuation concepts (and associated costs) that may provide for a reduction in downstream treatment components (i.e., filters, UV disinfection), while still enabling the SBR process to achieve required effluent water quality under all flow conditions.
- **Mixer sizing, complete mix without air**  
Provide mixer sizing along with empirical and experimental data to justify selection and provide complete mix without the introduction of air.
- **Design calculations stamped by a registered Professional Engineer**  
Design calculations must be stamped by an officer of the company who is a Registered Professional Engineer in the state in which the company is incorporated.
- **Design Sludge Retention Time**  
The design sludge retention time and an acceptable operating range along with empirical and experimental data to justify the selected value.
- **System Reaction Rates (Nitrification, Denitrification, Oxygen Demand, Phosphorus)**  
Provide reference material and complete design calculations on reaction rates for nitrification and denitrification, along with oxygen demand, including kinetic values for

metabolic respiration and endogenous respiration. This information is required to show justification for cycle times and motor operation requirements.

- **Aeration Redundancy**

The design shall include an aeration system capable of providing 100% of the total air requirements with one unit out of service. The remaining components of the aeration system shall be capable of providing a minimum of 50% of the total air requirements to the basin during aeration system servicing.

- **Complete Mix at High Water Level (HWL)**

In order to provide complete mixing during anoxic conditions to facilitate denitrification, the design shall be capable of complete mix at a 4,500 mg/L minimum MLSS concentration at the high water level with no introduction of air.

WAITSFIELD, VERMONT		
COMMUNITY WASTEWATER PROJECT		
Wastewater Treatment Facility Basis for Final Design		
CURRENT FLOW AND FLOW PROJECTIONS	FIRST YEAR FLOWS	PHASED CONSTRUCTION FLOWS
Average Daily Flow, gpd	100,000	50,001
Peak Hourly Flow, gpd	200,000	100,002
Instantaneous Peak Flow, gpd	400,000	200,004
INFLUENT WASTEWATER CHARACTERISTICS	DESIGN INFLUENT WASTEWATER CHARACTERISTICS	
Organic Loading, BOD <sub>5</sub>	150 to 200 mg/l	
Total Suspended Solids Loading, TSS	150 to 200 mg/l	
Total Phosphorous	6.8 mg/l	
Ammonia	25 mg/l	
EFFLUENT WASTEWATER CHARACTERISTICS	DISCHARGE LIMITATIONS	
Organic Loading, BOD <sub>5</sub>	10 mg/l (1)	
Total Suspended Solids Loading, TSS	10 mg/l (1)	
Total Dissolved Phosphorous	0.5 mg/l (2)	
Total Kjeldahl Nitrogen	5 mg/l (3)	
Ammonia (as N)	1 mg/l (4)	
Nitrate Nitrogen	5 mg/l (5)	
Total Nitrogen (as N)	N/A	
Escherichia Coli Bacteria	77 colonies per 100 ml	
Total Residual Chlorine	1.0 mg/l	
(1) Monthly average; daily maximum is 18 mg/l (2) Monthly average; daily maximum is 1.0 mg/l (3) Monthly average; daily maximum is 10 mg/l (4) Monthly average; daily maximum is 2.0 mg/l (5) Monthly average; daily maximum is 10 mg/l		

**UNIT PROCESS BASIS FOR FINAL DESIGN TABLE**

## **Description of Evaluation Criteria**

The Owner and Engineer will evaluate the SBR manufacturer submissions against the seven (7) criteria listed below.

### **1. Manufacturer's Local/Regional Experience & References**

#### **a. Minimum of 10 installations operating on similar effluent objectives for 5 years**

The manufacturer shall certify that their experience includes a minimum of ten installations where identical equipment has been in operation successfully in a similar process for a minimum of five years in the New England Region. Representative installations shall also include nitrogen removal as a process requirement.

#### **b. Facilities in operation**

Manufacturer shall provide a minimum of 12 references to facilities as represented by operators, engineers, and regulators, to illustrate successful process operations, favorable operations and maintenance requirements, favorable service provided by the manufacturer, and any other information pertinent to the process or the facility.

### **2. Footprint & Scalability**

#### **a. Plan-view area required to maintain the system**

The manufacturer shall provide the overall footprint of the required tankage necessary to provide optimal SBR performance. A smaller footprint is beneficial as it takes up less space on the site and allows for the potential for facility expansion in the future.

#### **b. Ability to increase facility treatment capacity under a Phased Construction Approach**

Manufacturer shall provide information and equipment costs regarding the relative ease of scaling the system from 50,001 gpd to 100,000 gpd, including expansion of the SBR process, filters, and/or in response to more stringent effluent regulations in the future.

### **3. Energy Use**

#### **a. Energy Consumption**

Manufacturer shall provide information regarding the energy consumption of the SBR and filter system, given "First Year" average daily flows continuous over a 20-year period.

### **4. Equipment Warranties and Process Performance Guarantee**

#### **a. Facilities in operation**

Manufacturer shall provide information regarding specific warranty information on major pieces of equipment, such as blowers, pumps, decanters, filters, etc. In addition, manufacturer shall provide information regarding guarantees relating to the performance of the process and effluent quality in relation to the design parameters.

### **5. Maintenance Requirements**

#### **a. Maintenance Considerations**

Manufacturer shall provide information regarding the standard maintenance requirements, as well as the relative ease to complete any required standard and non-standard maintenance.

Consideration should be given to the ability to remove one SBR tank from service (flow-through capability) and/or access to equipment and process components while a tank is online. In addition, please provide the following information for SBR and filter system:

- Anticipated maintenance schedule over 20-year period
- Anticipated replacement schedule over 20-year period
- Estimated level of effort (man-hours) to complete anticipated maintenance and replacement activities

## **6. Capital Costs**

Manufacturer shall provide information regarding the installed capital costs of the SBR technology and filter system, and all peripheral components required for the SBR and filter system to function properly. At a minimum, costs should include the following, plus any other components necessary to provide a fully operational SBR and filter system:

- Influent valves
- Sludge Pumps (sludge pumps shall be rail-mounted submersible)
- Decanters
- Process piping within SBR tanks, including chemical feed piping
- Aeration system
  - If the SBR manufacturer's design is based on diffused aeration, aeration system is to be fine bubble with dissolved oxygen feedback monitoring and to include turbo-style blowers.
  - If the SBR manufacturer's design is based on mechanical aeration, aeration system shall include dissolved oxygen feedback monitoring.
- Mixers
- SBR Control System/PLC
- All equipment shall be removable from the basin and serviceable without the need to dewater the basin.
- All equipment associated with the filter system.

## **7. Life Cycle Costs**

Manufacturer shall provide an estimated life-cycle cost for the SBR and filter system over a 20-year operational period. Calculations shall be conducted and presented in accordance with the attached RUS Bulletin 1780-3 Supplement (the present worth analysis described in Section 6a). The Present Worth shall account for:

- Capital Costs as provided in Item 6.
- Power consumption provided in Item 3 based on an estimated power cost of \$0.20/KWH.
- Maintenance requirements provided in Item 5 based on an estimated labor cost of \$25/hr.
- Disregard salvage values.

	<b>Criteria</b>	<b>Weightings</b>
1	Manufacturer's Local/Regional Experience & References	10%
2	Footprint & Scalability	15%
3	Energy Use	10%
4	Warranties and Process Guarantee	5%
5	Ease of Maintenance	10%
6	Capital Costs	25%
7	Life Cycle Costs	25%
	<b>TOTAL</b>	100%

**NOT FOR  
CONSTRUCTION  
PRELIMINARY  
PLANS**

[illegible]

VILLAGE  
WASTEWATER  
30% DESIGN

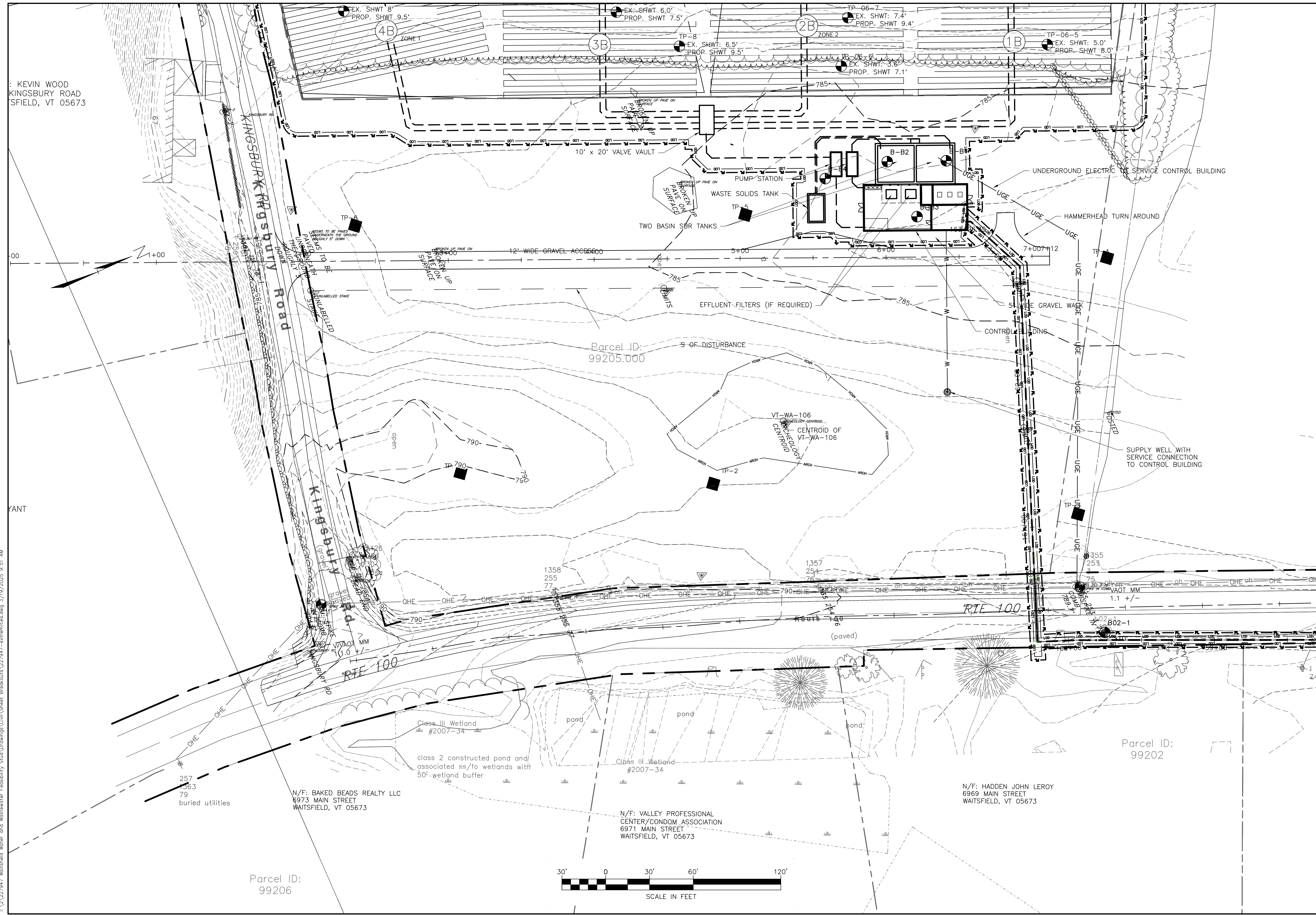
SHEET TITLE	
WASTEWATER MUNN SITE	

DRAWN BY EBS	DATE MAR. 2024
CHECKED BY NJS	D&K PROJECT # 227947
PROJ. ENG. JBA	D&K ARCHIVE #

SHEET NUMBER

**C2**

SHEET 2 OF 41



## **DRAFT**

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

This Agreement is by and between Town of Waitsfield, VT ("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 (\$566,690) 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 **[indicate date on which Contract becomes effective]** (which is the Effective Date of the Contract).

Owner:

Contractor:

\_\_\_\_\_  
(typed or printed name of organization)

\_\_\_\_\_  
(typed or printed name of organization)

By: \_\_\_\_\_  
(individual's signature)

By: \_\_\_\_\_  
(individual's signature)

Date: \_\_\_\_\_  
(date signed)

Date: \_\_\_\_\_  
(date signed)

Name: \_\_\_\_\_  
(typed or printed)

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(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)

Attest: \_\_\_\_\_  
(individual's signature)

Title: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Address for giving notices:

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.)*

Designated Representative:

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

License No.: \_\_\_\_\_  
(where applicable)

State: \_\_\_\_\_

Date of Issuance: **[Date]**

Owner: **Town of Waitsfield** Owner's Project No.: \_\_\_\_\_

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 **\$566,690**. 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 executed at the Contract Signing Meeting, which is scheduled at the Waitsfield Town Offices at [time] on [Date].**

☒ 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



# TOWN OF WAITSFIELD

## MEMORANDUM

**TO:** Waitsfield Selectboard  
**FROM:** Steve Lewis, Town Treasurer  
**DATE:** July 8, 2025  
**SUJECT:** FY2026 Municipal Tax Rate Recommendation

Below is the calculation of the FY2026 municipal tax rate based on the passed budget, the local agreement, and the 2025 Grand List (up 1.14%).

**Recommendation: Set a Municipal Tax Rate of \$0.5808 plus a Local Agreement Tax Rate \$0.0029 for a Total Tax Rate of \$0.5837.**

### MUNICIPAL TAX RATE CALCULATION:

Municipal Budget (12-month budget) .....\$2,797,116  
Less Non-tax Revenue .....\$ (485,327)  
Net to be raised by taxes .....\$2,311,789  
Divided by Grand List value of \$3,980,614 = .....\$ **0.5808** **Municipal Tax Rate**

### LOCAL AGREEMENT RATE CALCULATION:

Homestead (Veterans' Exemption over 10K)	\$900.00	x	\$2.1484	=	\$1,933.56
Non-Homestead	\$4,411.00	x	\$2.1503	=	\$9,484.97
Total Local Contracts					\$11,418.53

Divided by Grand List value of \$3,980,614 = **\$0.0029** **Local Agreement Rate**

	FY24 Tax Rate	FY25 Tax Rate	FY26 Tax Rate	Change from FY25
Municipal Tax Rate	0.5759	0.5825	0.5808	- 0.29%
Local Agreement	0.0035	0.0040	0.0029	- 37.93%
<b>Total Municipal Tax Rate</b>	<b>0.5794</b>	<b>0.5865</b>	<b>0.5837</b>	<b>-0.48%</b>

Note: The estimated tax increase proposed in March was +0.27%

# Waitsfield Property Tax Rates FY2026

<u>Classification</u>	<u>Municipal</u>	<u>Education</u>	<u>Total*</u>
Homestead	\$0.5836 (includes .0029 local agreement)	\$2.1484	\$2.7320
Non-Homestead	\$0.5836 (includes .0029 local agreement)	\$2.1503	\$2.7339

\* Property Tax Due Dates: 9/15/2025; 11/17/2025; 2/17/2026; 5/15/2026



## TOWN OF WAITSFIELD

### MEMORANDUM

**TO:** Waitsfield Selectboard  
**FROM:** Steve Lewis, Town Treasurer  
**DATE:** July 8, 2025  
**SUBJECT:** Addendum to FY2026 Municipal Tax Rate Memo

In addition to setting a tax rate, the Selectboard needs to decide whether or not to penalize those who declare their homestead after the April deadline.

Background Information: Beginning 2012, the tax department requires every Vermont resident homeowner to file a Homestead Declaration annually. The State allows the Selectboard to waive the penalty that is charged to late Homestead Declaration filers.

***Recommendation: Please take action to waive the FY2026 penalty to property owners that file their Homestead Declarations late. Since 2013, and for all subsequent years, the Selectboard has elected to waive the penalty. The Town's revenue from this penalty would be small and enforcing the fees would put the Town in a position of making abatement decisions concerning difficulties with income tax filing between our residents and the State Tax Department.***

# 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.

**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**

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](http://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.

**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

**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.
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](http://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.

**CENTRAL VERMONT REGIONAL PLANNING  
COMMISSION EMERGENCY MUTUAL AID  
AGREEMENT FOR THE PUBLIC WORKS  
DEPARTMENTS OF ITS MEMBER  
MUNICIPALITIES**

This Mutual Aid Agreement (the "Agreement") is entered into between the Central Vermont Regional Planning Commission ("CVRPC") and by and among each member municipality that voluntarily executes and adopts the terms and conditions contained herein.

WHEREAS, the Vermont Supreme Court has held and adopted the position that "It is a general and undisputed proposition of law that a municipal corporation possesses and can exercise the following powers, and no others: First, those granted in express words; second, those necessarily or fairly implied in or incident to the powers expressly granted; third, those essential to the accomplishment of the declared objects and purposes of the corporation—not simply convenient, but indispensable." *Valcour v. Vill. of Morrisville*, 104 Vt. 119, 158 A. 83, 85 (1932), *citing* Dillon, John, The Law of Municipal Corporations (5th Ed.) par. 237; and

WHEREAS, that upon the adoption of bylaws specifying the process for entering into, method of withdrawal from, and method of terminating service agreements with municipalities, the Vermont Legislature has granted express authority for regional planning commissions to "promote cooperative agreements and coordinate, implement, and administer service agreements among municipalities, including arrangements and action with respect to planning, community development, joint purchasing, intermunicipal services, infrastructure, and related activities...." 24 V.S.A. § 4345b(c); and

WHEREAS, the member municipalities of the CVRPC (collectively the "Parties") may voluntarily agree to participate in mutual aid and public works assistance activities conducted pursuant to 24 V.S.A. § 4345b(d)(2); and

WHEREAS, the CVRPC has duly adopted bylaws pertaining to the creation of intermunicipal service agreements pursuant to 24 V.S.A. § 4345b(a) and (b); and

WHEREAS, the Parties recognize that they are vulnerable to a variety of potential, natural and man-made disasters that impact vital public works resources including hurricanes, flooding and extreme winter conditions that in the past have caused severe disruption of essential public works services and severe property damage to public roads, utilities and other public works property; and;

WHEREAS, owning and maintaining all the resources needed to respond to extreme, unexpected and high-demand incidents is cost-prohibitive for most municipalities and entering into a mutual aid agreement provides economic and logistical efficiencies to support any gaps in resources and capabilities; and

WHEREAS, the Parties to this Agreement recognize the benefits of mutual aid in protecting the public, health, safety and welfare and fostering a sense of goodwill and community within a specific geographic region and therefore desire to provide mutual aid and assistance to one another during times of disaster and other types of public works emergencies; and

WHEREAS, the Parties recognize that having this mutual aid agreement and related guidelines is essential to ensuring a consistent, coordinated, and timely response in providing mutual aid; and

NOW, THEREFORE, the Parties hereto agree as follows:

## **SECTION 1: PURPOSE**

The Agreement set forth below, is established to provide a means for public works related entities that are controlled by the CVRPC member municipalities, that are in need of mutual aid assistance, to be able to request and receive such aid and assistance in a timely manner from the participating member municipalities including but not limited to personnel, equipment, materials and any other services that may be reasonably necessary to respond to an emergency. The purpose of this Agreement is to formalize the regional mutual aid program. This Agreement to render aid is expressly not contingent upon a declaration of a major disaster or emergency by the federal government or upon receiving federal funds.

## **SECTION 2: DEFINITIONS**

- A. Aid and Assistance** – includes, but is not limited to, personnel, equipment, administrative services, infrastructure, supplies and materials necessary to respond to a request for mutual aid.
- B. Aiding Official** – means a person who is designated by the Aiding Party to determine whether and to what extent the Aiding Party should provide Public Works Assistance to a Requesting Party.
- C. Aiding Party** – means a Constituent Municipal entity that furnishes, equipment, services, personnel or any other Public Works assistance to a Requesting Party.
- D. Agreement** – refers to this Agreement for public works emergency services. The Central Vermont Region municipalities may become a party to this Agreement upon ratification of this Agreement by the CVRPC and ratification by the legislative body of the Constituent Municipality that is a party to this Agreement. Each Constituent Municipality that ratifies this Agreement, understands that the Agreement contains all Constituent Municipal entities at the time of ratification, and any other eligible municipality in the future.

- E. **Constituent Municipality** – Any municipality located in the Central Vermont Regional Planning Commission service area in Vermont that is a party to this Agreement.
- F. **Disaster** – any natural, mechanical, human-made, technological, or civil emergency that threatens to cause damages of a severity and scale that exceeds the maximum capabilities of a Constituent Municipality.
- G. **Emergency** – an event or imminent potential for such an event, either natural or human caused, that results in or may result in, injury or harm to the residences of the Constituent Municipality, or damage to or loss of property.
- H. **Mutual Aid Resource List** – A list maintained by each Constituent Municipality of the public works equipment, personnel and any other resources available for the provision of aid and assistance if needed by another Constituent Municipality.
- I. **Period of Assistance** – the period of time beginning when the Aiding Party assists the Requesting party by providing equipment, personnel, supplies or any other Public Works Assistance and ending when all Public Works Assistance returns to the regular duties of the Aiding Party.
- J. **Public Works Assistance** – means equipment and personnel including, but not limited to; professional engineers, licensed staff, non-licensed personnel who are employed by a Constituent Municipality and used for activities in response to a disaster or emergency, related to roadways, water, stormwater, wastewater and any other public works program.
- K. **Requesting Official** - means any person who is designated by the Requesting Party to request Public Works Assistance from a participating Aiding Party.
- L. **Requesting Party** - means a Constituent Municipal entity that requests, equipment, services, personnel or any other Public Works assistance from an Aiding Party.

### **SECTION 3: PROCEDURES**

- A. **Operations Oversight** – The CVRPC shall be responsible for overseeing this Agreement and help to facilitate communications between the Constituent Municipalities. The CVRPC will also help to facilitate policies and procedures to guide requests for aid and assistance as set forth below.
- B. **Request for Aid** – When a Requesting Party has been impacted by or is in imminent danger of a disaster or emergency, it may request Aid and Assistance from an Aiding Party, by making a verbal request, followed by a written request, to the Aiding Party, within three business days after aid is

needed or contemplated to be needed. An Aid Request Form shall be an addendum, but not an amendment to or modification of this Agreement. Requests should be made by and to the Aiding Party's authorized Aiding Official. A potentially Aiding Party, should not provide aid on its own without first confirming the need for assistance through the communication of the Aiding Official and Requesting Official to ensure that the type of aid being provided is necessary and needed. The provision of aid by an Aiding Party is entirely discretionary under this Agreement and the ultimate decision as to whether to render aid to a Requesting party shall be at the discretion of the Aiding Official in consultation with the legislative body of the Constituent Municipality if possible.

**C. Designation of Officials** – Each Constituent Municipality shall designate an Aiding Official and Requesting Official and at least one alternate Aiding Official and Requesting Official. Each Constituent Municipality shall be responsible for maintaining its own contact list of all Aiding and Requesting Officials and alternate Officials, along with all means of contact including, but not limited to cell phones, telephones, electronic mail and physical addresses and take reasonable steps to ensure that all Constituent Municipalities have the most current list. The CVRPC shall help develop the template of the contact list and annually aid in its distribution after having been provided by the Constituent Municipalities. Said list shall be an addendum, but not an amendment to or modification of this Agreement. The Requesting Officials and the Aiding Officials may be the same person in each municipality (i.e. a director of public works or Road Commissioner).

**D. Information Needed - Request for Aid and Assistance** – The Requesting Official shall provide, at minimum, to the Aiding Official and CVRPC (for informational purposes only): 1) a description of the disaster or emergency prompting the request; 2) what type of specific assistance is needed; 3) a description of the infrastructure impacted and the specific work needed to repair the infrastructure; and 4) an estimate of the type of public works assistance needed and the period of time it will be needed for. It is further recommended that the Requesting Official propose a plan for meeting with the Aiding Official to discuss the scope of the aid and for the Requesting Official to familiarize him or herself with the personnel and equipment of the Aiding Party (similar in nature to a pre-construction meeting). The Aiding Party shall then provide an estimate to the Requesting Party of expected costs for the scope of work requested and needed.

**E. Supervision and Control** – It is the intention of this Agreement that supervision and control of personnel will be structured in accordance with Federal Emergency Management Agency's (FEMA) Incident Command System (ICS) of the National Incident Management System (NIMS), and that if the emergency/disaster is multi-jurisdictional, a Unified Command will be employed when practical.

1. When any personnel or equipment is deployed under the terms of this agreement, the Aiding Official shall meet with the Requesting Official. Orders by the Requesting Official will be given to the Aiding Official who will then give orders or direction to their personnel. The Aiding Official shall maintain reasonable contact with the Requesting Official as long as the Aiding Party is providing Public Works Assistance. The personnel of the Aiding Party may only be under the direct control of the Requesting party by a written mutual agreement.
2. In all instances and at all times, the Requesting Official or a designee thereof, shall have the right and responsibility to ensure that all personnel from the Aiding Party are asked to perform only those tasks or operations that are consistent with their training and are in accordance with their home protocols and accepted safe practices.
3. Personnel from the Aiding Party shall continue with the assigned tasks until the Requesting Party releases said personnel and equipment or until the Aiding Party recalls said personnel and equipment. No recall by an Aiding Party shall occur until, if reasonable given the facts and circumstances, the Aiding Official discusses the need for recall with the Requesting Official.
4. Each Aiding Party shall operate in accordance with the protocols of its Constituent Municipality, and all Aiding Party personnel shall act within the scope of his or her own training and certification or under the supervision of a person with the appropriate training and certification. Aiding Party personnel shall not be required to perform in a way that is inconsistent with the practices of their Constituent Municipality protocols or inconsistent with safe practices.
5. The Aiding Official shall be responsible for maintaining all records for time, materials and equipment provided to the Requesting Party; be responsible for the operation and maintenance of equipment provided by the Aiding Party; and report work process to the Requesting Party.

**F. Mutual Aid Resource List** – NIMS typed public works resources are included in the annual local emergency plan for each Constituent Municipality. The CVRPC shall annually distribute a list of the NIMS typed public works resources for all Constituent Municipalities. All original and updated NIMS typed public works resource lists shall be considered an addendum to, but not a modification of this Agreement.

**G. Funds Payable By Each Municipality** – the Constituent Municipalities agree that the funds, coming in the form of the amount of services provided by each Constituent Municipality shall be based on the resources available to them at the time aid and assistance is made by a Requesting Party in accordance with Section 4 Part A.

## **SECTION 4: REQUESTS FOR REIMBURSEMENT**

**A. Procedures for Reimbursement** – Unless the Aiding Party and the Requesting Party agree to a different structure in writing, the Requesting Party shall be ultimately responsible for the reimbursement of the Aiding Party's costs incurred under this Agreement.

1. Within 30 days of the return of all personnel and equipment of the Aiding Party to the Constituent Municipality's homework station, the Aiding Municipality may submit to the Requesting Party, an invoice of all charges related to the aid provided pursuant to this Agreement. The invoice provided by the Aiding Party shall be paid within 30 days of receipt.
2. All invoices generated by the Aiding Party shall be provided to the Requesting Party.
3. Invoices by the Aiding Party shall follow the following standards.
  - a. Personnel. Charges for personnel shall be in accordance with the standard practices of the Aiding Party, including wages, salaries, contributions for insurance and retirement and personnel from the Aiding Party shall continue to accumulate seniority at the rate of the Aiding Party.
  - b. Equipment. Charges for equipment supplied by the Assisting Party, shall be reimbursed at the rental rate established for the same or substantially similar equipment by the regulations of the Federal Emergency Management Agency (i.e., current FEMA Schedule of Equipment Rates), or at any other rate agreed to by the Aiding Party and Requesting Party in writing. Rent for equipment includes the cost of fuel and other consumable supplies, maintenance, service, repairs and ordinary wear and tear.
  - c. Transportation. The Aiding Party shall transport needed personnel and equipment by reasonable and customary means and in accordance with the Aiding Party's usual transportation and travel payment schedule. If such a schedule is unavailable, transportation charges shall be the reasonable and customary rates for such transportation.
  - d. Materials and Ancillary Expenses. Charges for materials and ancillary expenses such as consumable supplies, related to the provision of aid pursuant to this agreement shall be the reasonable and actual costs incurred by the Aiding Municipality.

4. The Aiding Party may invoice the Requesting Party for all expenses incurred during the Period of Assistance. All invoices shall be submitted by the Aiding Official to the Requesting Official. The invoices shall clearly delineate the time and expenses associated with personnel, equipment, transportation and any materials or ancillary expenses. Any question or dispute about an invoice from an Aiding Party shall first be discussed between the Requesting Official and the Aiding Official. If the Parties are still unable to reconcile an invoice, then they shall follow the next sequential procedures of the Dispute Resolution section of this Agreement.

## **SECTION 5: INSURANCE AND LIABILITY**

- A. Insurance** – Each Constituent Municipality shall bear the risk of its own actions, as it does with its day-to-day operations. The Aiding Party shall be responsible for providing insurance to the fullest extent possible, including but not limited to workman's compensation insurance, general liability insurance, excess liability insurance, and any other types of insurance coverage in amounts recommended by the Vermont League of Cities and Towns, Property and Casualty Intermunicipal Fund (VLCT-PACIF). Such insurance shall cover damage or injury to person, property or equipment owned or provided by an Aiding Party to the extent the damage or injury may have occurred while rendering aid to a Requesting Party.
- B. Indemnification** - To the extent allowed by law, each Requesting Party agrees to indemnify and hold harmless any Aiding Party and its employees, officers, administrators, elected officials and agents from any claim relating to cost, damage or injury of any description to any person or property caused by or through the action of any Aiding Municipality while rendering aid pursuant to his Agreement. Acts of gross negligence, willful misconduct, malfeasance, and/or criminal/illegal behavior are exempt from indemnification.
- C. Liability** – No Constituent Municipality shall have any liability to any other Constituent Municipality by reason of their inability or lack of desire to respond to a request for aid.

## **SECTION 6: TERM, MODIFICATION AND PERIODIC REVIEW**

- A. Term** – This Agreement shall be in effect for one (1) year from the date signed by the initial Constituent Municipality. Thereafter, this Agreement shall be renewed for additional one year terms on an annual basis in conjunction with the local emergency plan.
- B. Termination** – Any Constituent Municipality may voluntarily terminate and withdraw from its participation in this Agreement at any time by a Requesting or Aiding Official giving written notification to the designated Requesting or Aiding

Officials of all other Constituent Municipalities to this Agreement. Electronic mail communications shall be considered written notification for purposes of this Agreement. Termination and withdrawal shall not be effective until sixty (60) days after written notification has been sent. Withdrawal by a Constituent Municipality shall not impact the liability or obligation incurred by the Constituent Municipality under this Agreement prior to the date of termination.

- C. Modification** – Pursuant to 24 V.S.A. § 4345b(d)(4) any modification or amendment to this Agreement shall not become effective unless approved by the CVRPC and the legislative body of all the municipalities who are a party to this Agreement. The CVRPC shall assist in coordinating any modifications or amendments to this Agreement.
- D. Periodic Review** – On a biennial basis, the designated Aiding and Requesting Officials shall meet to review the terms of this Agreement and make any suggestions as to alterations or modifications if needed base on past performance. The CVRPC shall coordinate all meetings under this section.

## **SECTION 7: MISCELLANEOUS PROVISIONS**

- A. Dispute Resolution** – In respect to any dispute that arises pursuant to this agreement the Parties shall first make a good faith effort to work out differences among themselves. Should informal discussions between the Parties fail, then the Parties shall engage the services of a mutually agreed upon third party mediator. The costs of this third party mediator shall be split evenly between the Parties. Should attempts at mediation through a third party mediator fail, then any Party may seek redress in any Vermont Court of competent jurisdiction.
- B. Severability** – Should any clause, portion, section, provision or any other part of this Agreement be held invalid by a court of competent jurisdiction, such judgment shall not affect, impair or invalidate any other portion of the Agreement. The remaining portions of this Agreement shall remain in full force and effect without regard to the provisions that have been invalidated.
- C. Execution of Counterparts** – This agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

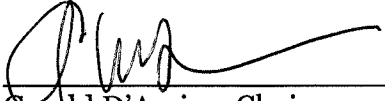
*NOW THEREFORE*, both the Central Vermont Regional Planning Commission through its duly authorized representative has executed this agreement and all counterparts thereto.

Photographic copies shall be considered valid counterparts.

Each of the Constituent Municipalities so desiring, have caused this Agreement to be executed by a duly authorized representative, after a vote allowing that duly authorized representative to execute this Agreement by the Constituent Municipality's governing

legislative body.

Adopted by the Board of Commissioners: January 14, 2025.



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Gerald D'Amico, Chair  
CVRPC Board of Commissioners

Photographic copies shall be considered valid counterparts.

Each of the Constituent Municipalities so desiring, have caused this Agreement to be executed by a duly authorized representative, after a vote allowing that duly authorized representative to execute this Agreement by the Constituent Municipality's governing legislative body.

The following municipalities have elected to participate in the Central Vermont Regional Public Works Mutual Aid Agreement for 2025. Copies of signature pages are on file at the Central Vermont Regional Planning Commission.

2025 Central Vermont Regional Public Works Mutual Aid Agreement Participating Municipalities: Listed on next page.

<b>Municipalities</b>
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Barre City

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Barre Town

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Berlin

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Cabot

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Calais

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Duxbury

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East Montpelier

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Fayston

---

Middlesex

---

Montpelier

---

Moretown

---

Northfield

---

Orange

---

Plainfield

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Roxbury

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Waitsfield

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Warren

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Washington

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Waterbury

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Williamstown

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Worcester

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Woodbury

**CENTRAL VERMONT REGIONAL PLANNING COMMISSION  
PUBLIC WORKS MUTUAL AID AGREEMENT AID REQUEST FORM**

To be completed by the Requesting Official.

**Requesting Municipality:** Town/City of \_\_\_\_\_

**Incident Name:** Briefly describe the nature of the disaster or emergency prompting the aid request.

**Damages and Needed Repairs:** Briefly describe the infrastructure impacted and the specific work needed to repair the infrastructure.

**Specific Assistance Needed:** Briefly describe what type of assistance (personnel, equipment, materials) is needed.

**Cost Estimate and Schedule:** Provide an estimate for the needed assistance and period of time it will be needed for (start and end dates).

**Plan for Meeting with Aiding Official to Review Project Scope (Optional):** Briefly describe, if needed, the Requesting Official's plan for meeting with the Aiding Official to review the scope of work and for the Requesting Official to familiarize him/herself with the personnel and equipment of the Aiding Party.

**Requesting Official Signature:** \_\_\_\_\_

Date: \_\_\_\_\_

Time: \_\_\_\_\_

To be completed by the Aiding Official.

**Request:** Approved \_\_\_\_\_ Denied (Reason) \_\_\_\_\_

**Resource Deployed:** Date: \_\_\_\_\_ Time: \_\_\_\_\_

**Cost Estimate:**

**Aiding Official Signature:** \_\_\_\_\_

Date: \_\_\_\_\_

Time: \_\_\_\_\_

### DESIGNATED OFFICIALS BY TOWN

Municipality	Name	Phone - Primary	Phone - Alternate	Email
<b>Barre City</b>				
Requesting Official – Primary				
Requesting Official – Alternate				
Aiding Official – Primary				
Aiding Official - Alternate				
<b>Barre Town</b>				
<b>Berlin</b>				
<b>Cabot</b>				
<b>Calais</b>				
<b>Duxbury</b>				
<b>East Montpelier</b>				

DESIGNATED OFFICIALS BY TOWN

Fayston				
Marshfield				
Middlesex				
Montpelier				
Moretown				
Northfield				
Orange				

DESIGNATED OFFICIALS BY TOWN

Plainfield				
Roxbury				
Waitsfield				
Warren				
Washington				
Williamstown				
Woodbury				

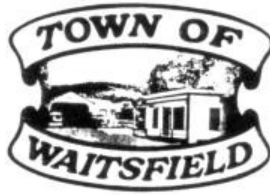
**DESIGNATED OFFICIALS BY TOWN**

Worcester				

## NIMS TYPED PUBLIC WORKS RESOURCES BY TOWN FOR 2022

[illegible]





## Town of Waitsfield

### Service Contract

This Contract (the "Agreement") is entered into as of \_\_\_\_\_, 2025 (the "Effective Date") by and between The Town of Waitsfield ("Client") located at 4144 Main St, Waitsfield, VT 05673, and Mary Beth Herbert (the "Contractor") located at 284 VT Route 100, Warren, VT 05674. Each individually referred to as a "Party," and collectively as the "Parties."

### 1. Services

The Contractor shall perform the services listed in this section (the "Work"), for the Client and the Tri-town Commission, consistent with the specifications and timeline set forth in Attachment A – Project Description (hereby incorporated by reference).

### 2. Compensation

#### Amendment to Paragraph 1

The revised language below reflects an amendment to Paragraph 1. The new language is highlighted in yellow for clarity.

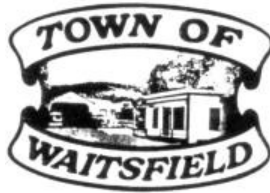
**Client agrees to pay Contractor for completion of the Work under this Agreement. In no event shall the total compensation exceed \$11,122.** Contractor shall document completion of tasks as set forth in Attachment A in invoices presented to Client. Payment shall be made in accordance with Attachment B – Payment Schedule.

~~The Client agrees to pay the Contractor for completion of the Work under this Agreement. In no event shall the total compensation exceed \$10,000. Contractor shall document completion of tasks as set forth in Attachment A in invoices presented to Client. Payment shall be made in accordance with Attachment B – Payment Schedule.~~

This is a performance-based Agreement; payment of compensation to Contractor is contingent upon successful, on-time completion of the Work. Contractor shall notify Client when the Work, or a distinct element thereof, is complete. Client reserves the right to inspect the Work for satisfactory completion consistent with Attachment A. If the Work is not completed to specification, Client may withhold some or all compensation until defects are remedied. Client shall provide written notice of any defects and required remedial actions.

All compensation by Client to Contractor under this Agreement will be made in reliance upon the accuracy of all representations made by Contractor, including but not limited to invoices, progress reports, and other proofs of work.

### 3. Payment



Contractor shall submit invoices in accordance with Attachment B – Payment Schedule.

Client agrees to pay Contractor within 30 days of receipt of a valid invoice.

Payment for the Services will be by check or ACH deposit.

#### **4. Term**

The term of this Agreement shall commence on the Effective Date and continue until completion of the Work, unless otherwise terminated per the terms of this Agreement.

#### **5. Termination**

5.1. The Client retains the right to terminate this Agreement should the Contractor fail to perform as instructed or for convenience. Termination shall be made by delivering a Notice of Termination specifying the extent and effective date. The Client shall remain obligated to pay the Contractor for any Work performed up to the date of termination and any approved expenses not yet paid.

5.2. If the Contractor terminates the Agreement, Contractor shall reimburse Client any amounts previously paid for which work was not performed.

5.3. This Agreement will automatically terminate when both Parties have performed all obligations and all payments have been received.

#### **6. Relationship of the Parties**

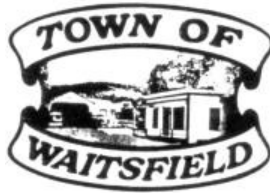
6.1. Independent Contractor. Under no circumstances shall Contractor or any of Contractor's employees be considered employees, partners, agents, or principals of the Client. Contractor is not entitled to any benefits accorded to Client's employees.

6.2. No Exclusivity. The Parties understand this Agreement is not exclusive. Both Parties may enter into similar agreements with other parties, provided there is no conflict with obligations under this Agreement.

#### **7. Indemnification & Insurance**

Contractor agrees to indemnify and hold Client harmless from all claims arising from Contractor's work performed hereunder. Contractor shall secure and maintain, at Contractor's expense, the following insurance coverages:

Comprehensive General Liability, Property Damage, and, if applicable, Automobile Liability Insurance, with limits of liability not less than \$1,000,000 per person and per occurrence, and \$2,000,000 aggregate.



Insurance must include contractual liability coverage for the indemnification agreement.

Upon request, Contractor shall provide certificates of insurance prior to commencement of services.

#### **8. Licenses and Certifications**

Contractor shall obtain, possess, and maintain in good standing any professional licenses and/or certifications necessary to perform the Work.

#### **9. Work for Hire and Data Use**

All “works of authorship” created by Contractor in performance of this Agreement are works for hire and are assigned to Client. If this Agreement involves data collection, Client shall have the non-exclusive right to use such data without limitation.

#### **10. Force Majeure**

Neither Party shall be liable for failure or delay in performance due to acts, weather, or events beyond reasonable control (“Force Majeure”). The non-performing Party must make reasonable efforts to minimize delay and notify the other Party of the event.

#### **11. Limited Release**

Contractor authorizes Client to use pictures or video taken of Contractor or its employees in performance of the Work solely for advancing Client’s educational mission.

#### **12. Severability**

If any provision of this Agreement is found invalid or unenforceable, the remainder shall be interpreted to best effect the intent of the Parties.

#### **13. Entire Agreement**

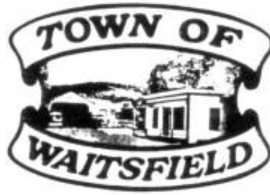
This Agreement, including Attachments, constitutes the entire understanding of the Parties and supersedes prior agreements. Any amendments must be in writing and signed by both Parties.

#### **14. Amendment and Waivers**

Any term may be amended or waived only in writing signed by the Party to be bound. Waiver of any breach or default does not constitute waiver of any other or subsequent breach.

#### **15. Additional Obligations**

The Parties agree to adhere to additional terms outlined in Attachment C – Additional Obligations.



## 16. Time

Time is of the essence in this Agreement.

## 17. Notices and Official Contacts

Any notice, demand, or request shall be in writing and effective upon receipt by regular mail, personal delivery, or electronic mail. Parties' contacts are as follows:

### Contractor:

Mary Beth Herbert  
284 VT Route 100  
Warren, VT 05674

### Client (Grant Manager):

Town of Waitsfield  
York Haverkamp, Town Administrator & Grant Manager  
4144 Main St  
Waitsfield, VT 05673  
Email: [townadmin@gmavt.net](mailto:townadmin@gmavt.net)

### Primary Point of Contact:

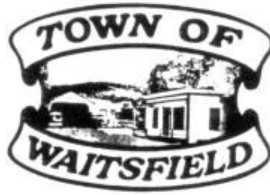
Gail O'Keefe  
Waitsfield Conservation Commission member  
Email: [gailokeefe@gmail.com](mailto:gailokeefe@gmail.com)  
Phone: 802-505-5796

Signature: \_\_\_\_\_  
York Haverkamp

Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Mary Beth Herbert

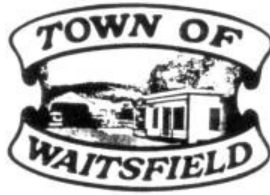
Date: \_\_\_\_\_



### Attachment A- Project Description

#### Project Description—Mad River Knotweed Removal

- The Project shall consist of efforts to remove knotweed from riparian areas of the Mad River, primarily by means of contracted grazing animals, and potentially by other mechanical or manual methods. Any knotweed removed by mechanical or manual means shall be properly disposed of in a manner that prevents its propagation in disposal sites.
- The goats shall be rotated on and between the three parcels, Riverside, Wabanaki and Fairgrounds, throughout the 2025 growing season, generally June through October. All removal activities shall be conducted only in places where, and at such times when, client has granted permission for such activities.
- Chemical agents shall not be employed.
- Animals will NOT return to previously grazed paddocks for a minimum of 4 weeks to allow for adequate vegetative regrowth and parasite control.
- Goats will not remain in a work zone after knotweed has been defoliated, top down. Goats must always have adequate forage or contractor retains right to remove goats from work zone and take them to a \*new\* designated work zone or to another site for adequate feed.



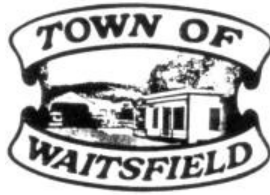
- Should goats show debilitating signs of iodine toxicity, the Contractor reserves the right to remove the animals and request a new work site or take the animal(s) home for time off of Japanese Knotweed.
- Each work site designated in the initial contract will be grazed at least 4 times in the same parcel/acreage as in the previous year. Work must be completed within 8 months.

#### Attachment B – Payment Schedule

##### Attachment B – Payment Schedule (Revised)

1. Client agrees to pay Contractor for the Work in installments based on invoices submitted on or about the 7th day of each month, beginning June 7, 2025, until the total amount of \$11,122 has been paid in full.
2. The first invoice, submitted on or about June 7, 2025, shall be in the amount of \$1,400 to support startup costs. Subsequent invoices shall be submitted as follows:
  - July 7 – \$4,138.00
  - August 7 – \$1,861.34
  - September 7 – \$1,861.33
  - October 7 – \$1,861.33
3. Client agrees to pay Contractor within 30 days of receipt of a valid invoice provided by Contractor. Payment for the Services will be made by check or ACH deposit.

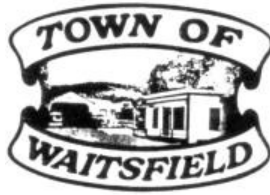
1. Client agrees to pay Contractor payment for the Work in installments based on invoices submitted on or about the 7th day of each month beginning June 7, 2025, until the price of the Services has been paid in full.
2. First invoice on June 7, 2025 shall be \$1400 payment to support startup costs. Subsequent invoices in the amount of \$2150 shall be submitted on or about July 7, August 7, September 7, and October 7, 2025-October.
3. Client agrees to pay Contractor in accordance within 30 days of receipt of a valid invoice provided by Contractor.
4. Payment for the Services will be by check or ACH deposit



## Attachment C - Additional Obligations

### Contractor Obligations

1. The Contractor agrees to furnish the labor, livestock, materials, and supplies necessary to perform the Services in accordance with the terms and conditions contained in this Contract. Upon completion of the Services, the Contractor will remove all equipment and supplies from the Work Areas.
2. The Contractor will perform the Services in a professional manner, in compliance with all applicable laws, regulations, ordinances, codes, and restrictive covenants.
3. The Contractor will be responsible for planning and work associated with the management of the livestock herd as it grazes on defined knotweed-infested parcels. The Contractor will provide adequate fencing, watering, supplemental feed, and care of the herd. The Contractor will manage the herd to obtain the appropriate level of knotweed removal on a paddock within a Work Area before moving animals to a new paddock or transporting to a new Work Area. It is anticipated that livestock would graze and clean each Work Area at least three times during the season, if not more. The Contractor will be responsible for transporting the livestock from one Work Area to another Work Area using their own vehicles and/or trailers.
4. The Contractor agrees to provide the Client with an invoice and monthly Activities Report that tracks work flow on each work area, including name of parcels cleaned, number of grazing goats, number of working days, number of rain days, and any interesting or special circumstances involving grazing or knotweed growth.
5. The Contractor agrees to support the Tri-Town Conservation Commission grazing evaluation throughout the summer based upon input from University of Vermont. Effectiveness of grazing will be measured with a protocol and process defined by the UVM support staff for the program, using data collected by Contractor with due credit given to Contractor.
6. The Contractor agrees to support the Tri-Town Conservation Commission marketing and public relations strategy as time allows. Specific public engagement or promotional events should be scheduled at least one week in advance and in consultation with the Contractor regarding time, location, and logistics.



7. The Contractor agrees to strive to meet Tri-Town Commission goals to:
- a. Develop insights into a sustainable business model and solidify ideas for next year, including a deeper understanding of the animal husbandry needs and challenges.
  - b. Create an atmosphere where the community embraces the work and are willing to support it, publicly and privately.
  - c. Develop a deeper understanding of how best to use livestock to tackle knotweed, including best methods, measurable results, limitations, and site constraints.

## A horizontal row of 30 black teardrop-shaped icons, each pointing downwards, used as a decorative separator.

If you have questions about a specific loan's authorized representative, please contact your [CWSRF or DWSRF Project Developer](#).

☒ All Clean Water and Drinking Water State Revolving Fund loans; or

☐ A specific loan: Loan Number **WPL/RF3/RF1 -###-##**

Select one or both options below:

- ☐ This is an additional authorized representative.
- ☒ This is a change in authorized representative. If change in authorized representative, they are replacing **Annie Decker-Dell'Isola**.

Updated contact information for additional/alternate authorized representative(s):

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Mailing Address: Click or tap here to enter text.

Email: Click or tap here to enter text.

Phone number: Click or tap here to enter text.

# Water Infrastructure

FINANCING PROGRAMS

CLEAN WATER STATE REVOLVING FUND (CWSRF)  
DRINKING WATER STATE REVOLVING FUND (DWSRF)

Signed by the majority of the legislative body on 7/14/2025.

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Bill To:  
**WAITSFIELD,TOWN OF**  
4144 MAIN ST  
WAITSFIELD VT 05673  
P:(802) 496-8897

Ship To:  
**WAITSFIELD,TOWN OF**  
4144 MAIN ST  
WAITSFIELD, VT 05673

Customer Number: 136893

QTY	PURCHASING	UNIT PRICE	TOTAL
1	New 2026 INTERNATIONAL HV 507 4X2 [STK#:354680 - VIN:3HAEDTAR9TL637979] CUMMINS ENGINE AND AFTERTREATMENT WARRANTY - 84 MONTHS / 150,000 MILES PDI and Vt Inspection Towing Extended Warranty - 84 months / unlimited miles - \$1,100 per occurrence	\$122,534.00    <b>TOTAL</b>	\$122,534.00 \$5,844.00 \$0.00 \$2,563.00 <b>\$130,941.00</b>

Registration Fee	\$15.00
Temp Tag	\$25.00
Title Fee	\$42.00
Lien Fee	\$14.00
<b>Total</b>	<b>\$131,037.00</b>

Pricing includes:

- \*Cab & Chassis only (NO Body)
- \*Cummins Engine & Aftertreatment Warranty - 84 months / 150,000 miles.
- \*Towing Extended Warranty - 84 months / unlimited miles - \$1,100.00 per occurrence.

We appreciate doing business with you!

The sale price quoted is good as of today's date and includes all current commodity surcharges, current EPA and DOT mandatory features as well as current freight/destination charges. Allegiance Trucks reserves the right to increase the sale price of the truck quoted for future commodity surcharges, changes to EPA and DOT safety mandates and increases in freight charges. If we find the need to increase the price, Allegiance Trucks will communicate any cost increases and provide an updated purchase agreement with documentation from the truck manufacture to show the details of these charges based on order date, truck model, and production date.

SELLER SIGNATURE

PURCHASER SIGNATURE

### TERMS & CONDITIONS

Purchaser, by the execution of this Buyer's Order ("Order"), agrees to purchase the product(s) described in this Order ("Product(s)") from Allegiance Trucks ("Seller") on the terms and conditions contained herein.

1. Except as otherwise agreed by the parties, Seller will provide the Manufacturer's Statement of Origin to the Purchaser or financing entity, as applicable, on receipt of payment for the vehicle. Purchaser assumes all risk of loss relating to the Product(s) at the time Purchaser receives possession of the Product(s), or at the time Purchaser receives title to the Product(s) if title is conveyed before Purchaser receives possession.

2. Manufacturer has reserved the right to change the price to Seller of any vehicle not currently in Seller's stock without notice to Seller. If a vehicle purchased is not currently in Sellers' stock, Seller reserves the right to change the Order total to pass through any price increases from Manufacturer. Seller shall not be liable for failure to deliver or delay in delivering any Product(s) covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the reasonable control, or is without the gross negligence or intentional misconduct, of Seller. The price for the Product(s) specified on the Order includes reimbursement to Seller for federal excise taxes paid or payable, but does not include sales or use taxes or occupational taxes based on sales volume (federal, state or local) unless expressly so stated. Purchaser assumes and agrees to pay, unless prohibited by law, any such sales or use or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability thereof.

### 3. WARRANTY DISCLAIMERS AND LIMITATIONS

A. **NEW PRODUCTS – MANUFACTURER WARRANTIES ONLY.** Any warranties on any new Product(s) are limited only to any printed manufacturers' warranties delivered to Purchaser with the Product(s). EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE PRODUCT(S) ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

B. **USED PRODUCTS – NO WARRANTIES.** All used Product(s) are sold on an "AS IS, WHERE IS" basis, without any warranties by Seller. EXCEPT FOR ANY MANUFACTURERS' WARRANTIES THAT MAY STILL BE IN EFFECT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

C. **Limited Warranty on Services.** Seller warrants that all services performed by Seller for Purchaser in conjunction with the sale of the Product(s), including if applicable installation, upfitting and conversion services ("Services"), will be performed in a good and workmanlike manner ("Services Warranty"). The Services Warranty is valid for a period of ninety (90) days from the date the Product(s) is delivered to Purchaser. Purchaser's sole and exclusive remedy, and Seller's entire liability, under the Services Warranty is the repair of any nonconforming portion of the Services. SELLER PROVIDES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ITS SERVICES. The Services Warranty is strictly limited to Services performed by Seller for Purchaser. Seller does not warrant any services provided by any third-party, including but not limited to installation, upfitting or conversion services. Any warranties are solely those that are provided by the third-party service provider.

D. **NO OTHER WARRANTIES.** EXCEPT AS SET FORTH ABOVE, SELLER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED.

4. Except to the extent that the laws of the United States may apply or otherwise control this Order, the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the state in which Seller is located, without regard to conflict of law principles. The mandatory venue for any claim, litigation, civil action or any other legal or administrative proceeding ("Action") involving any controversy or claim between or among the parties to this Order, is the state in which Seller is located. Purchaser has one (1) year from the accrual of any cause of action arising from the purchase of the Product(s) to commence an Action against Seller.

5. **LIMITATION OF DAMAGES.** Purchaser agrees that in the event of any Action brought by Purchaser against Seller, Purchaser shall not be entitled to recover any incidental or consequential damages as defined in the Uniform Commercial Code, including but not limited to indirect or special damages, loss of income or anticipated profits, or down-time, or any punitive damages.

6. Any Purchaser deposit, whether cash or trade-in vehicle, shall not be refunded except due to Seller's failure to deliver the Product(s).

7. Purchaser shall assume all risk of loss relating to the Product(s) at the time Purchaser receives possession of the Product(s), or at the time Purchaser receives title to the Product(s) if title is conveyed before Purchaser receives possession. Purchaser shall obtain insurance for the Product(s) that will be in effect at the time Purchaser takes possession of the Product(s), or at the time Purchaser receives title to the Product(s) if title is conveyed before the Purchaser receives possession. Seller shall have no responsibility or liability related to the Product(s) after Purchaser receives either possession or title to the Product(s).

8. This order cancels and supersedes any prior agreements and, as of the date hereof, comprises the complete and exclusive statement of the terms of the agreement between the parties. If any representations, specifications or other agreements are relied upon by Purchaser, they must be in writing and specifically identified and referenced in a writing signed by an authorized representative of the parties; otherwise, they will not be binding on or enforceable against Seller. There are no unwritten oral agreements between the parties.

**419-A New York State and Traffic Law:** If this motor vehicle is classified as a used motor vehicle, the dealer named above certifies that the entire vehicle is in condition and repair to render, under normal use, satisfactory and adequate service upon the public highway at the time of delivery. The dealer named above further certifies that this vehicle complies with the inflatable restraint system requirements found in section 419-a of New York State Vehicle and Traffic Law.

SELLER SIGNATURE

PURCHASER SIGNATURE



*www.royalvt.com*

*802-773-3313*

*150 Woodstock Ave, Rutland, VT 05701*

**Quote TRGQ17528**

**Prepared For:**

Town of Waitsfield

Jennifer Peterson

Phone: 802-496-2218

waitsfieldclerk@gmavt.net

**Prepared By:**

Keith Kent

Fire Alarm Technician

Phone: 802-862-4112

Fax:

Email: Keith@royalvt.com





For the full presentation proposal, [click here](#) to view or download the PDF version of this quote. You can sign and fax this in, or you can save time by simply electronically accepting this quote below.

### Line Item Detail

Qty	Description	Picture	Unit Price
	<p><b>This Proposal is for the addition of a Cellular Communicator to the Fire Alarm system at the General Waite House in Waitsfield</b></p> <p><b>* We will remove the existing phone lines and replace them with a cellular communicator.</b></p> <p><b>* The yearly monitoring fee will increase from \$299/year to \$599/year approximately \$25 a month.</b></p> <p><b>* If the 2 phone lines can be terminated you should see some savings.</b></p> <p><b>Phone lines on record to be terminated:</b></p> <p><b>1) (802) 496-9126</b></p> <p><b>2) (802) 496-4734</b></p>		
	<b>Cellular Communicator Installation:</b>		<b>\$1,09</b>
	(Qty 1) - StarLink 5G LTE Cellular Communicator, UL Listed for Commercial Fire Alarm		
	* UL and NFPA 72 Fire Code-Compliant		
	(Qty 1) - Misc Material including Pipe, Wire, Box's, Ect.		
	(Qty 1) - Fuel Charge is Included		

Alarm Labor-Royal

**SubTotal: \$1,098.79**

**Shipping: \$0.00**

**Sales Tax: \$0.00**

---

**Total: \$1,098.79**

**Ready to Accept?**

**Order Confirmation**

We reserve the right to cancel orders arising from errors, inaccuracies, or omissions.

Credit Card payments for quotes over \$500 will be charged a 3% Processing Fee.

I agree to the terms and conditions of the above document and PDF attachment with an electronic signature below.

IP Address

69.54.29.77

PO Number

*(Optional: Enter PO Number as your reference only.)*

Comments

Email Address

Printed Name

Signature

**Uploads Area**

**Have Questions?**

**Not Ready To Accept? Have Questions?**

*(Note, you will receive a copy of your message by email.)*

***No questions posted yet.***

*Time expressed in Eastern Daylight Time UTC-04:00*

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for [QuoteWerks](#).

## **CVRPC Emergency Mutual Aid Agreement for Public Works - Synopsis**

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### **Overview:**

The Central Vermont Regional Planning Commission (CVRPC) has adopted a regional Emergency Mutual Aid Agreement for public works departments. It enables member municipalities to support one another during emergencies and disasters—such as floods or extreme weather—by sharing personnel, equipment, and materials.

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### **What This Agreement Does for Waitsfield:**

- Access to regional mutual aid for public works emergencies
  - Faster, coordinated response during infrastructure-related events
  - Cost efficiency by reducing the need to maintain rarely used emergency equipment
  - Structured reimbursement process using FEMA and standard rates
  - Clear insurance and liability protections for both the Town and any aid providers
- 

### **Town Responsibilities:**

- Officially adopt the agreement through Selectboard vote
- Designate a Requesting Official and Aiding Official, plus alternates
  - Recommended:
    - Primary Requesting and Aiding Official: Road Foreman (Josh Rogers)
    - Alternate Requesting and Aiding Official: Town Administrator (York Haverkamp)
      - Submit an annual list of available public works equipment and personnel
      - Maintain accurate records and participate in cost reimbursements when providing or receiving aid
      - Participate in a biennial review of the agreement's effectiveness



*www.royalvt.com*

*802-773-3313*

*150 Woodstock Ave, Rutland, VT 05701*

**Quote TRGQ17529**

**Prepared For:**

Town of Waitsfield

Jennifer Peterson

Phone: 802-496-2218

waitsfieldclerk@gmavt.net

**Prepared By:**

Keith Kent

Fire Alarm Technician

Phone: 802-862-4112

Fax:

Email: Keith@royalvt.com





For the full presentation proposal, [click here](#) to view or download the PDF version of this quote. You can sign and fax this in, or you can save time by simply electronically accepting this quote below.

### Line Item Detail

Qty	Description	Picture	Unit Price
	<p><b>This Proposal is for the addition of a Magnetic Door Holder at the 2nd floor stairway entrance at the General Waite House in Waitsfield</b></p> <p><b>* We will run surface mount conduit from the existing 2nd floor door holder to the new location.</b></p> <p><b>* Permit fees are included</b></p>		
	<b>Cellular Communicator Installation:</b>		\$1,923.99
	(Qty 1) - Firelite Magnetic Door Holder - Wall Mount		
	(Qty 1) - Misc Material including Pipe, Wire, Box's, Ect.		
	(Qty 1) - Fuel Charge is Included		
	(Qty 1) - Permit Fee Included		
	Alarm Labor-Royal		
<b>SubTotal:</b>	<b>\$1,923.99</b>		
<b>Shipping:</b>	<b>\$0.00</b>		

Sales Tax: \$0.00

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Total: \$1,923.99

### Ready to Accept?

#### Order Confirmation

We reserve the right to cancel orders arising from errors, inaccuracies, or omissions.

Credit Card payments for quotes over \$500 will be charged a 3% Processing Fee.

I agree to the terms and conditions of the above document and PDF attachment with an electronic signature below.

IP Address

69.54.29.77

PO Number

*(Optional: Enter PO Number as your reference only.)*

Comments

Email Address

Printed Name

Signature

#### Uploads Area

### Have Questions?

#### Not Ready To Accept? Have Questions?

*(Note, you will receive a copy of your message by email.)*

***No questions posted yet.***

*Time expressed in Eastern Daylight Time UTC-04:00*

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## PILOT COMMUNITY DATA COLLECTION PLAN: WAITSFIELD

### OVERVIEW

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- 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](mailto:ljankowski@seggroup.com)) with any questions.

### SITE VISIT SUMMARY

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- Since the mid-20<sup>th</sup> 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

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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

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**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

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- **July 25<sup>th</sup>:** By July 25<sup>th</sup>, pilot communities should have reviewed the applicable guidance in the toolkit and taken initial steps towards data collection.
- **August 1<sup>st</sup>:** 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@seggroup.com](mailto:ljankowski@seggroup.com).
- **August 27<sup>th</sup>:**
  - By August 27<sup>th</sup>, pilot communities should submit all collected and analyzed data to [ljankowski@seggroup.com](mailto:ljankowski@seggroup.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

<b>Existing Data</b>	<ul style="list-style-type: none"> <li>Trail counter data</li> <li>MRV Annual Data Report</li> <li>2014 Economic Impact Study</li> </ul>
<b>Focus Areas</b>	<p><b>Business Inventory (Tier 1):</b> 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 <a href="#">Move Forward Together Vermont: Outdoor Business Survey</a> 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><b>Sales Tax Data Analysis (Tier 3):</b> review trends in sales and rooms &amp; meals tax data and inform estimates of LOT tax collections.</p>
<b>Recommended areas for further exploration (if time / capacity allows)</b>	<p><b>Business Survey (Tier 3):</b> 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>
<b>Future Steps (outside the scope of this pilot)</b>	<p><b>Update to existing economic impact study:</b> 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

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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@segroun.com](mailto:ljankowski@segroun.com) by August 1<sup>st</sup>, 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.

# TOWN OF WAITSFIELD, VERMONT

## Selectboard Meeting Minutes

Monday, June 23, 2025

**Draft**

**Members Present:** David Babbott-Klein, Chach Curtis, Fred Messer, Brian Shupe, Larissa Ursprung

**Staff Present:** York Haverkamp, Town Administrator; Steve Lewis, Town Treasurer

**Others Present:** Curt Lindberg (Conservation Commission)

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

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

A Selectboard Roundtable and Town Administrator's report were added, and the Consent Agenda was modified.

### **2. Public Forum.**

Nobody requested time to speak.

## **II. Regular Business**

### **1. Conservation Commission (CC)**

Fairgrounds Property – Mr. Shupe provided some background on the donation of this 112-acre parcel to the Town, and the donating landowner's intent that was expressed as part of that donation. This intent included the use of the property's forest and floodplain being managed for ecological well-being, and the fairgrounds portion of the property to be used for community purposes, which have been discussed as potentially including housing or wastewater disposal. The Conservation Commission has begun discussing ongoing management of the parcel. Mr. Shupe explained that Hadley Gaylord has historically used the fairgrounds portion of the parcel for grazing cattle, and would like to continue to do so, but the Town has expressed that continuation of this use will require that the cattle be fenced so as to prevent their access to the stream adjacent to the grazing area.

Mr. Lindberg outlined that ecological assessments and trail evaluations have been completed for the CC, and a long-term management plan is being developed, including trail access connectivity to the adjacent Wu Ledges Forest. The CC is looking for clarity regarding the inclusion of the fairgrounds portion of the parcel in the management plan, particularly the use for grazing and efforts to control invasive species, considering that the ultimate use of that section may be for some type of development. Access to a trail network that joins the Wu Ledges trails may be possible through the pasture area, with parking potentially available at the adjacent church property. Mr. Lindberg pointed out that the pasture area itself is a possible location for parking.

Public discussion will be an important aspect of planning for the property, and it was discussed how to address the fairgrounds portion in those conversations. There is a grant opportunity for funding fencing to keep the cattle from the stream, which would be provided with a stipulation that the area be used for grazing for a minimum of ten years. The fencing would allow for

continued use by Hadley Gaylord for this purpose and provide the means for the Town to keep the cattle from the waterway as required, but would also preclude any type of development or other use of that portion of the parcel for those ten years. It was discussed that there may be other strategies for funding the fencing that would not come with this time restriction. It was agreed to include discussion of this topic in the public engagement process, but to be specific in the RFP to be published for consultants' proposals for management plan development about the fairgrounds section. The RFP should indicate that this area will be held in reserve for future uses, only trail access and invasive control should be addressed when the plan is initially drafted.

Ash Borer Task Force – Mr. Haverkamp spoke of the ash trees along Main Street and Town Highways and the plan being formulated to address the emerald ash borer. Mr. Lindberg explained that Caitlin Cusack of VLT had provided information at the most recent CC meeting about various forms of treatment that might be used to address the ash borer. He suggested that a task force meet with Ms. Cusack in order to develop a plan for treatment/removal of ash trees within the State and Town Highway ROWs.

It was agreed to form an Ash Tree Task Force, comprised of the two Tree Board members, two Selectboard members, two Conservation Commission members, and Mr. Haverkamp. Mr. Messer and Mr. Babbott-Klein offered to be the Selectboard representatives for this Task Force.

Mr. Lindberg explained that it is possible for members of the public to be added to a distribution list to keep abreast of opportunities to participate in knotweed eradication efforts by contacting him at [wcclindberg@gmail.com](mailto:wcclindberg@gmail.com) or 609.647.9832.

## **2. Reappraisal Contract.**

NEMRC had provided the only response to the RFP published for this contract, quoting an amount of \$137,400 to be paid in monthly installments from the initiation date of July 2028 through completion in June 2030, with adjustments made based upon the total number of parcels in Town at that point. It was discussed that there is currently \$124K in the associated reserve fund, with another \$10K allocation for the current year. Mr. Haverkamp pointed out that this work will also mean additional lister time will be necessary during the project. Some Board members sought clarification on details of the contract and work covered. These included:

- Clarification on the costs related to the clause noting a need for computers and software licenses
- An explanation of the methodology used for providing adjustments to replacement-cost valuations of older buildings
- Confirming that there will be a view component included in the appraisals provided

**MOTION:** *Mr. Messer moved to accept the proposal from NEMRC, pending their providing clarification on the issues outlined by Board members. The motion was seconded by Mr. Babbott-Klein, and passed unanimously.*

94 **3. Grand List and Tax Rate.**

95 Mr. Haverkamp outlined that a recent statutory change regarding utility line assessments has  
96 led to a dramatic change in their valuations, and that he and the listers are working to  
97 determine if this new assessment level is valid. He explained that the Board may wish to wait  
98 until this is resolved before setting a tax rate, although a final resolution may not be available  
99 by the end of August, which Sandy Gallup has suggested is the latest date to set the rate.  
100 Calculations by Board members indicated that the adjustment needed to the tax rate if the new  
101 valuation increase is validated would have minimal impact on the average tax bill. However, no  
102 tax rate calculation had been provided at this point, and it was agreed to address this matter  
103 again at the next Board meeting.

104  
105 **4. Delinquent Tax Sales Legal Representation.**

106 Board members asked for clarification regarding whether there is a policy in place to determine  
107 when a tax sale is initiated for a property, Mr. Haverkamp will provide this information once he  
108 researches the matter. It was confirmed that the Selectboard needs to approve the initiation of  
109 a tax sale for any property proposed to go through this process, and that the specific process to  
110 be followed is spelled out in statute.

111  
112 **MOTION:** *Mr. Babbott-Klein moved to approve the use of SP&F Attorneys, LLC to conduct the*  
113 *Town's current tax sale process. The motion was seconded by Mr. Messer, and passed*  
114 *unanimously.*

115  
116 **5. Green Mountain Stage Race**

117 It was indicated that this event will essentially be structured the same as it has been in the past  
118 several years.

119  
120 **MOTION:** *Mr. Messer moved to approve the Public Festival Permit for the Green Mountain*  
121 *Stage Race on August 28 – September 1, 2025, and to approve use of the public ROW by the*  
122 *participants. The motion was seconded by Mr. Babbott-Klein, and passed unanimously.*

123  
124 **6. Work Plan Review**

125 Some revisions had been incorporated based upon discussion of the Plan at the last meeting;  
126 further edits were made by Mr. Haverkamp during this review. There was also some discussion  
127 of the software capabilities using the free version, Mr. Haverkamp is working to obtain clarity of  
128 what can be accomplished with this version and the number of logins provided. Tasks  
129 discussed/updated included:

- 130
  - The critical need to fill the Animal Control Officer position, and the related need to
  - 131 update the Domestic Animal Ordinance
  - 132 • Capital Improvement Plan will be high priority as budget development begins later in
  - 133 the year; infrastructure funding in general is high priority

134 **MOTION:** *Mr. Messer moved that there be no implementation of new Town-*  
135 *level taxes. The motion was not seconded.*

- 136
  - Streamlining the budgeting of reserve funds through consolidation of the numerous
  - 137 funds in place; Mr. Shupe indicated that he will be putting historical fund creation and
  - 138 contribution in place

- Funding of emergency response and repairs – the potential for needing to do this with less federal funding should be discussed
- Health insurance – Ms. Ursprung has a contact who is able to provide Mr. Haverkamp with coverage information that may be useful
- Ensuring that the Cemetery Trust and the audit report are in agreement was established as a high priority subtask
- Town Garage is a high priority
- Steve Lewis has taken on development of a maintenance plan for the Town Office building
- Next steps to be taken in addressing Town property management should be outlined as subtasks
  - Town Garage – Mr. Haverkamp will work with Charlie Goodman and Josh Rogers to begin work on updating the RFP for preliminary design work
  - Fire Station – medium priority, but there are code issues and the potential need for a ladder truck to be discussed
    - Schedule a joint meeting with Fayston in the autumn, at the Station
  - Wait House – paint work has begun, ramp work is underway, roof is upcoming
  - Ensuring a new fire hydrant is installed with piping from the pond located at the corner of East Warren and Rolston rd was discusses as funds and permission are in place.
  - Fairgrounds – consider responses to RFP discussed earlier in the meeting
- Town easements – Pocket Park, Hastings Road/Wu Ledges provided as examples, some of these resolved, Mr. Haverkamp will begin tracking this information
- Roads
  - MRGP
  - Culvert inventory and maintenance
    - Mr. Haverkamp and Josh Rodgers working on culvert plan replacement considerations for Butternut Hill
  - Creation of a long-term paving schedule
  - 100/17 intersection is in VTrans purview
  - Covered bridge subtasks
    - Miles Jenness to submit plans for headache bar
    - Electronic solutions to be researched
  - Class IV Highways – not a high priority, Josh Rogers is addressing a few this summer
- Grant Administration
  - Change heading to Grant Applications and Administration
  - ARPA allocations – some allocations not yet expended; keep December 2026 deadline in mind for potential review that projects will be completed and reimbursements requested in time
  - Need to coordinate grant planning with SIP and other upcoming work
- Town Operations
  - Add communication with residents as a subtask in this category
- Planning Projects
  - Wastewater

- Consideration of capacity which has not already been included in allocations
  - Other policy questions to be addressed in August/September
- It was agreed to continue updating the Work Plan at the next Board meeting.

## **7. Selectboard Roundtable.**

Mr. Messer reported that the Emergency Management team has reviewed the response to the May flood event, and generated ideas for making future responses more efficient and better coordinated. It was acknowledged that the recent response was very good, and that improvements are always welcome.

Ms. Ursprung noted that the wider shoulders on the eastern side of the covered bridge appears to be resulting in faster moving traffic; Mr. Haverkamp indicated that efforts are underway to have striping put in place as soon as possible.

Mr. Babbott-Klien noted that the MRVPD Steering Committee meeting packets often contain useful information regarding funding opportunities and other matters, and that he will forward those along when pertinent information is included.

Selectboard site visits were suggested, including the Town gravel pit property, the location about which Aaron Shea recently presented information for housing development; and Farley Park, for which a design plan will be available soon for review. Mr. Haverkamp will add these activities to the Work Plan where appropriate.

Mr. Babbott-Klein mentioned hosting a presentation regarding the Community Recreation Visioning project; this will also be added to the Work Plan.

## **8. Town Administrator Update.**

During the work plan discussion, Mr. Haverkamp reported on the following:

- The RRFB for the crossing at the school has been ordered, he is seeking quotes from potential installation firms
  - A meeting is scheduled with VTrans regarding a second one at Carroll Road crossing
    - Mr. Messer spoke of using crossing flags as an alternate solution
- Two of the grants recently applied for to help fund the Wastewater Project have not been awarded.
- Wood4Good – Eric Axelrod is seeking a location for community firewood to be made available through his program. Board members advised Mr. Haverkamp to reach out to Ned Kelley regarding his firewood provision program before moving forward with conversations with Mr. Axelrod.

## **9. Review Minutes of June 9, 2025**

The Minutes of June 9, 2025 were amended and approved.

## **10. Consent Agenda.**

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

225       • Approve Bills Payable and Treasurer's Warrants

226       • Approve Liquor License renewal for 1824 House

227       • Approve Liquor License renewal for Mad Events

228

229 **III. Other Business**

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

231 **IV. Adjourn**

232 The meeting adjourned at 8:57 pm.

233 Respectfully submitted,

234 Carol Chamberlin, Recording Secretary