

**TOWN OF WAITSFIELD
SELECTBOARD AGENDA FOR
Monday October 19th, 2026 | 6:30 PM
Location: Waitsfield Town Office
(Please see access details below)**

Selectboard Members

Brian Shupe, Chair
Larissa Ursprung, V.C.
David Babbott-Klein
Chach Curtis
Fred Messer

Town Administrator
York Haverkamp

Town Clerk
Jennifer R. Peterson

Town Treasurer
Steve Lewis

**Planning & Zoning
Administrator**
J.B. Weir

Road Foreman
Josh Rogers

Fire Chief
Jared Young

Waitsfield Town Office
4144 Main Street
Waitsfield, VT 05673
(802) 496-2218
www.waitsfieldvt.gov

I) Call to Order: 6:30 PM

1. Additions, removals or modifications to the meeting agenda pursuant to 1 V.S.A. § 312(d)(4)

2. Public forum

II) Regular Business.

1. DLL - Mad Moose – First-Class License, Third-Class License, and Outside Consumption Permit. Consider approving.

2. Proposed executive session pursuant to **1 V.S.A. § 313(a)(1)(A) (Contracts)** to review proposals and discuss potential contract terms for Municipal Project Manager (MPM) services associated with the Community Wastewater Project.

a. The Selectboard anticipates finding that premature general public knowledge of the matters to be discussed would clearly place the Town at a substantial disadvantage in contract negotiations.

3. Community Wastewater Ordinance – Discussion of draft – Consider approving of a public hearing for ordinance adoption

4. Town Garage Update

5. Treasurer's Report

a. FY27 Budget Status Summary Report, first quarter (through September 30, 2026) – Information

b. Recommendation to purchase two 12-month Northfield Savings Bank certificates of deposit: \$600,000 (General Fund) and \$1,000,000 (Reserve Funds). Consider approving.

6. Friends of the Mad River (Julie Frost) – Lake Champlain Basin Program grant proposal for Carroll Road culvert / Town Pond / wetland planning. Consider approving a Town letter of support.

7. Village Covered Bridge – Vermont Heavy Timber proposal for floor joist repairs. Consider awarding contract.

8. General Wait House Roadside Historic Site Marker – Application to the Vermont Division for Historic Preservation, submittal request by the Waitsfield Historical Society for a marker at the General Wait House, 4061 Main Street (Town-owned property). Consider approving the proposed marker text and authorizing the Town Administrator to sign as property owner.

9. MH2 contract – consider authorizing town admin to sign
10. Connor contract - consider authorizing town admin to sign
11. Letter of Support, 4276 Main Street Housing Rehabilitation – Request from Aron Shea of Shea Property Services for a Town letter of support for the rehabilitation of the former Methodist Church at 4276 Main Street into seven year-round apartments. Consider approving the letter and authorizing the Town administrator to sign on behalf of the Selectboard.
12. Consent Agenda
 - a. Warrant 10.19.2026
 - b. Minutes – Selectboard, 9.28.2026
 - c. DLL - MissMariah LLC d/b/a Village Grocery – Second-Class License and Tobacco License.
 - d. Request to temporarily close Old County Road on Halloween night, Saturday, October 31, 2026, from 5:00 PM to 7:00 PM. Consider approving.

III) Town Administrator’s Report – Information

IV) Selectboard Roundtable – Discussion

V) Proposed executive session(s)

1. Proposed executive session pursuant to **1 V.S.A. § 313(a)(1)(A) (Contracts)** to discuss the proposed owner-architect agreement with MH2 Architecture Studio and construction manager agreement with Connor Contracting (Charlie Goodman III) for the Town Garage project.
 - a. The Selectboard anticipates finding that premature general public knowledge of the matters to be discussed would clearly place the Town at a substantial disadvantage in contract negotiations.
2. Proposed executive session pursuant to **1 V.S.A. § 313(a)(1)(A) (Contracts)** and, if applicable, **§ 313(a)(1)(E) (Pending or Probable Civil Litigation)** to discuss a request to renegotiate a previously executed settlement agreement.
 - a. The Selectboard anticipates finding that premature general public knowledge of the matters to be discussed would clearly place the Town at a substantial disadvantage in evaluating the request and determining its negotiating position.

VI) Adjourn

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

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

Meeting ID: 820 5611 7089

By phone: 1 (929) 205-6099

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

Maybe for this week, I will share a bit of my perceptions from the work we have taken on for the planning of the new public works facility.

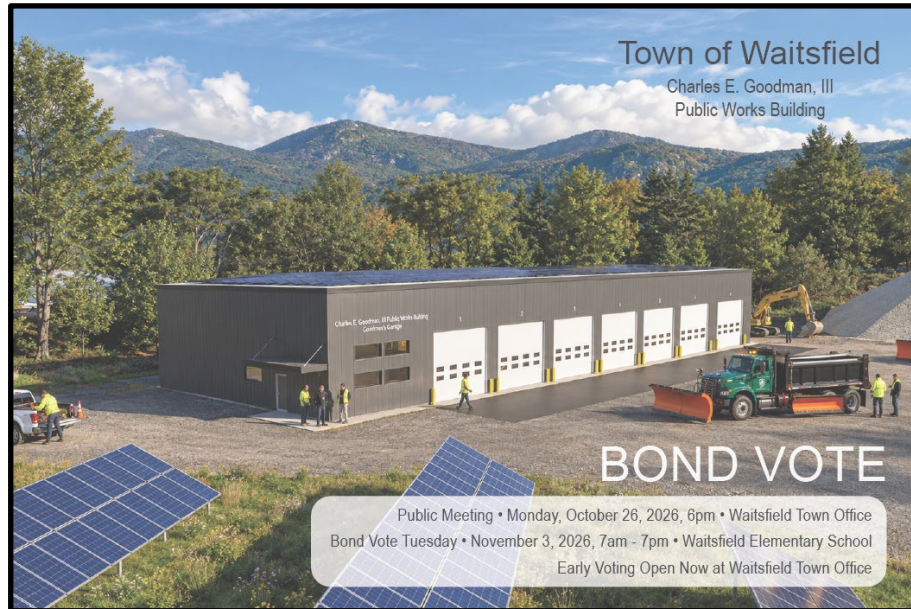
What has stayed with me most is how much our crew actually does. We call it the road department, but over a year they maintain the roads and equipment, mow and brush Town properties, clear

sidewalks all winter, open the parks in the spring, trim trees, and do their own welding and repairs to keep the equipment running. The job has grown as the Town's needs have grown.

They do all of that out of a building that was never designed for it. The current garage has been added onto so many times that the additions have become the building. Part of it burned years ago and was rebuilt, the roof leaks in more than one place, and getting the trucks, grader, backhoe, and materials inside is a daily puzzle. The floor drain has no proper outlet, so the crew spends time just making sure nothing goes down it. They make it work, and they always have. But having walked through it many times now, I don't think more fixes would solve the problem.

I've also appreciated how the Town Garage Committee approached this. Working with the road department, MH2 Architecture Studio, the engineers, and Connor Contracting, the committee kept asking the same questions: what does the Town need, what can we afford, and what will serve us well for a long time? Some ideas were tested and dropped. The aim was never to build more than we need, but to build what we need and build it well.

Where it has landed is a building of about 11,200 square feet at 761 Tremblay Road, laid out around the work that actually happens there. It includes an oil and residue collection tank, sensor-triggered exhaust fans, and a planned solar array, with the energy pieces financed separately at lower rates...and with a return on investment of about 9.2 years. We are also working to offset the debt service with Town loans retiring this year and a portion of the new local option tax.



The building will carry Charlie Goodman III's name. Charlie served as our Road Commissioner for many years and was part of this work until we lost him this spring. I think about him often as this project moves forward.

Voters will decide on a bond of up to \$5,975,000 by Australian ballot at a Special Town Meeting on Tuesday, November 3. There is a public informational hearing on Monday, October 26 at 6:00pm at the Town Office and on Zoom. I hope people will come with their questions.

Peace,
York

Municipal Project Manager, Community Wastewater Project

Earlier this Autumn the Selectboard authorized the Town to seek a Municipal Project Manager (MPM) to help guide the Community Wastewater Project through its remaining design, permitting, easement, funding, and construction phases. The MPM serves as the Town's representative on the project, looking out for the Town's interests in cost, schedule, quality, funding compliance, and the community's experience of the work, and coordinating with the project engineer and the Town throughout.

Following that authorization, the Town released a Request for Qualifications (RFQ) and advertised the position through the Town website, the Valley Reporter, and municipal and professional channels (the RFQ can be found in the meeting packet). The RFQ drew interest, and after reviewing the responses the Town identified two strong candidates to bring in for interviews.

Both interviews took place on Wednesday, October 14th, and both went very well. Each candidate(s) demonstrated relevant experience and a clear understanding of the role and the demands of this project.

Given the strength of both interviews, the Selectboard will meet in executive session to review the two proposals and discuss potential contract terms. The Town's hope is that the Board will be in a position to select an MPM so that onboarding can begin promptly and this important work can move forward on schedule.

Community Wastewater Ordinance

Robin Morris, chair of the Water Commission, has led the development of the draft Community Wastewater Ordinance over many months. The ordinance sets the rules for connecting to and using the community wastewater system, including capacity allocation, user charges, and protection of the system. The current draft reflects recent legal review and is ready for the Board's consideration. Robin will be at the meeting to walk the Board through it and answer questions. The draft ordinance and a slide presentation are included in the meeting packet.

At this meeting the Board will discuss the draft and consider authorizing a public hearing on the ordinance. The goal is to hold that hearing and consider adoption at the November 9 Selectboard meeting.

Town Garage Update

- **Mailer:** Educational postcards about the project have been designed with MH2 and ordered, and will go out to all households this week, ahead of the public hearing.
- **Public informational hearing:** Monday, October 26, 6:00pm, at the Town Office and on Zoom.
 - <https://us02web.zoom.us/j/86201011890?pwd=DbqDMJNPOFuaQM07QyCGAPFCa2qQ4L.1>
- **Bond vote:** Special Town Meeting by Australian ballot on Tuesday, November 3 (same day as the general election). The question is for bonds or notes not to exceed \$5,975,000, subject to reduction by grants or other sources, for a new Town highway garage of about 11,200 square feet at 761 Tremblay Road. The Selectboard has adopted the Warning and ballot language. Early voting is underway now at the Town Office and runs through Monday, November 2nd.
- **Contracts:** The MH2 Architecture Studio owner-architect agreement and the Connor Contracting construction manager agreement are on Monday's agenda for consideration.
- **Financing:** We are working with the Vermont Bond Bank and SP&F on the best structure, including lower-rate or 0% loans for the energy pieces (solar, heat pumps, three-phase power). If the vote passes, the Bond Bank application would go in around mid-November, with funding expected in late winter or early spring. Existing Town debt service retiring this year and a portion of the new local option tax are being considered to help offset the new debt.
- **Site:** Phase I and Phase II environmental site assessments of the existing garage site are complete.
- **Next up:** A bond vote FAQ page for the Town website is in progress.

Treasurer's Report: first quarter status and CD recommendation

Both Treasurer's memos are in the meeting packet.

First quarter (July 1 through September 30, 2026). We are 25% through the fiscal year. 27% of budgeted revenue has been received and 22% of expenses have been paid. Revenue and expenses are in line with the budget. 95% of first-installment taxes were paid on time, and over \$808,000 has been paid early toward the second through fourth installments. A new revenue account has been set up for the local option tax, with the first full quarterly payment from the State still to come. Unbudgeted expenses so far are \$22,000 for sidewalk repairs (partly related to the water leak) and \$6,600 for removing the Joslin Memorial Library trees. The General Fund checking balance is \$1,966,445, with \$622,000 owed to the education fund for the first quarter. Reserve funds total \$2,279,947. A snowplow assembly for the new dump truck was purchased for \$96,675 from Road Vehicle reserves, and the 2019 International dump truck was sold for \$38,500. No new loans have been opened yet in FY27, and \$70,000 in existing debt will be retired this year. The garage bond, if approved November 3, would be new debt in FY27. No

grant proceeds were received in the first quarter. The FY26 audit is being finalized, with an unassigned fund balance of approximately \$1,081,000 as of June 30, 2026, pending the audit.

CD recommendation. The Treasurer recommends two 12-month certificates of deposit with Northfield Savings Bank, each at 4% interest, allowing one withdrawal and early termination without penalty:

- **\$600,000 from the General Fund**, using cash from early tax payments that won't be needed until the June education tax payment. This supports the \$25,000 in interest income budgeted for FY27.
 - **\$1,000,000 from Reserve Funds**, an amount the Treasurer and Town Administrator expect will not be spent this year. Last year's reserve CD was \$1,300,000 at 3.6%.
-

Friends of the Mad River: Irasville wetland restoration grant

Friends of the Mad River (FMR), working with the Town, is applying to the Lake Champlain Basin Program (LCBP) for funding to hire a consultant to study and prioritize potential wetland restoration in Irasville. The study would build on the 2021 wetlands mapping by Arrowwood and look at where wetlands and related infrastructure could be improved, weighing the type of restoration, cost, and expected benefit. The final report would include conceptual designs and cost estimates for the top-ranked projects, and is meant to guide next steps for the Town, property owners, and developers. Community and stakeholder engagement would be part of the work throughout.

FMR is asking the Selectboard for a letter of support. FMR has also asked whether the Town would consider a nominal \$1,000 match. A match is not required, but the LCBP guidelines view one very favorably, so it could strengthen the application.

- Proposal due: October 23, 2026
 - Award notification: December 2026
 - Grant period: approximately May 2027 to March 2029
-

Village Covered Bridge Repair Proposal

On September 29, Vermont Heavy Timber (VTHT) sent the Town a proposal to repair the Village Covered Bridge for \$135,200. The work addresses the deteriorated floor joists. VTHT's earlier assessment found 35 of the 46 joists deteriorated.

The proposal covers:

- Life safety equipment so crews can work safely and legally over open water.
- Removal, inspection, and covered storage of all decking until it is reinstalled.
- Removal and disposal of the old floor joists. Clean wood is reused by Vermont Heavy Timber as bunking material or taken to the McNeil biomass plant in Burlington. Consider asking VTHT

whether any of the removed timber could be set aside for community use, such as a commemorative or interpretive piece tied to the bridge.

- New spruce joists to match the existing ones, each flashed with galvanized, painted parapet flashing and topped with a self-healing membrane to seal around the deck lag screws.
- Reinstallation of the original decking with new 3/4" x 10" hot dipped galvanized lag screws.
- Inspection of the bottom chords and other bridge members for defects while work is underway.
- In-kind replacement of any defective decking with white oak at \$10 per board foot, installed. This is not included in the \$135,200, so the final cost could be higher. All new timbers and decking will have end grain sealed with wax to reduce checking.

VTHT projects the work will take one month. The Town is responsible for all road closures and warnings.

On timing, the Board had hoped to complete the work after leaf season this year. VTHT cannot fit it in this fall. They could do it in the spring or at this time next year. If the Town awards them the contract, they would mill all the replacement joists this winter, so the work could start whenever the Town is ready.

Requested Board action: discuss the proposal, consider awarding, and discuss a spring or fall 2027 window

General Wait House historic marker

The Waitsfield Historical Society has prepared an application to the Vermont Division for Historic Preservation for a roadside historic site marker at the General Wait House, 4061 Main Street. The marker text covers the house's construction around 1790 by Gen. Benjamin Wait, its move to the present site in the 1830s, its role in the Town's early organization and meetings, and its use today as a museum and offices. Because the Town owns the property, the Selectboard is being asked to approve the proposed text and authorize me to sign as property owner. The application is in the meeting packet.

MH2 and Connor contracts

Both agreements for the Town Garage project are on Monday's agenda: the owner-architect agreement with MH2 Architecture Studio and the construction manager (CM) agreement with Connor Contracting. I expect to recommend the board go into executive session under 1 V.S.A. § 313(a)(1)(A) to discuss contract terms, then take any action in open session afterward.

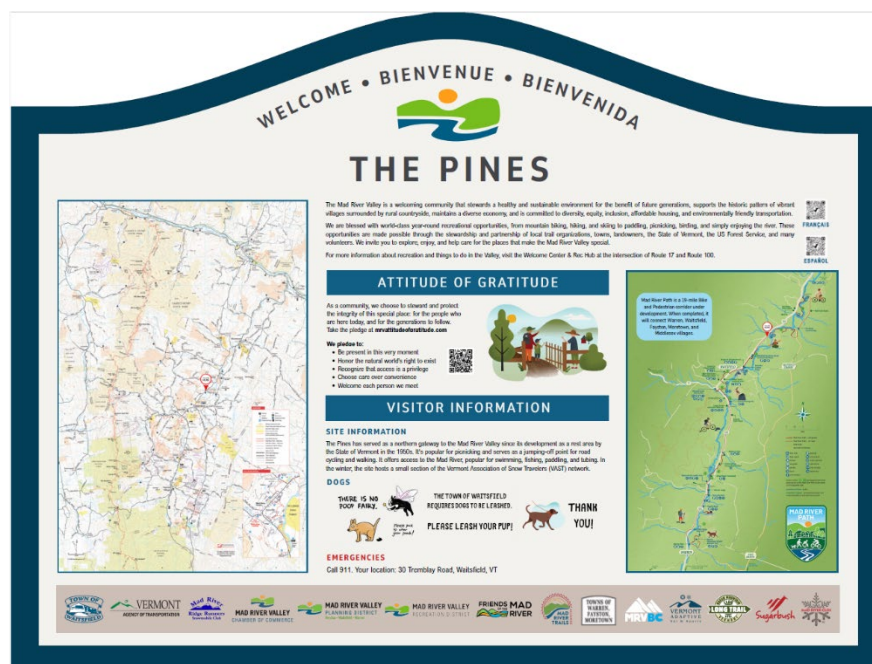
Worth noting that both firms have been working with the Town for several months now without executed contracts. MH2 has carried the design through to a cost estimate and produced the bond vote mailer, and Connor has served as CM through the cost analysis and estimating work. The Selectboard authorized up to 50% of the A&E cost ahead of the bond vote, so the work has been covered, but getting signed agreements in place is overdue and would put the Town on firmer footing going into November 3.

Old County Road Halloween closure

As in multiple past years, the Town has received a request from Mary Simmons to close Old County Road to through traffic on Halloween night, Saturday, October 31, from 5:00 to 7:00 PM, so trick-or-treaters can move around safely. This is on Monday's consent agenda for approval.

Mad River Trails Alliance: new gateway kiosk at the Pines rest area

Mad River Trails Alliance (MRTA) is planning a new major information kiosk at the Pines rest area at the bottom of Tremblay Road. The kiosk would serve as a gateway to the Valley, similar to the one at the Rec Hub. MRTA drafted the design with help from the Chamber and the Mad River Valley Planning District, and the final version will include updated, high-quality maps and graphics. MRTA is asking community partners for feedback by **Wednesday, October 21**. Board members with comments can send them to me or directly to Abby Bell at MRTA.



Textile panel display request

A resident visited the Town Office asking whether the Town would hang a textile panel created at a September 19 event in Montpelier, “Imagining the Future of Democracy,” hosted by United We Stitch and Indivisible Mad River Valley. The panel itself does not name either organization. The Town Clerk has referred the request to the Selectboard to decide whether to display it and, if so, where. The Clerk noted a concern that displaying items connected to advocacy groups could create an expectation that the Town accept displays from other viewpoints as well.



State Recovery Housing Program report: public comment period

The Vermont Department of Housing and Community Development (DHCD) is seeking public comment on its annual performance report to HUD for the Recovery Housing Program (RHP). The program uses federal HUD funds to support transitional housing for Vermonters in recovery from substance use disorder. The report covers October 1, 2025 through September 30, 2026. DHCD asks towns to share the notice with the Selectboard and residents, including minority, non-English-speaking, and disability communities. Comments are due **October 28, 2026**. The notice and program information are available at accd.vermont.gov/community-development/funding-incentives/vcdp/recovery-housing-program.

[Vermont Community Development Program | Agency of Commerce and Community Development](#)

NBRC Timber for Transit Grant Application, Meadow Road Bridge

On October 16 the Town submitted a feasibility application to the Northern Border Regional Commission's (NBRC) Timber for Transit (T4T) program for the Meadow Road Bridge. The full narrative is included in this packet.

The application requests \$102,045 from NBRC against a total project cost of \$204,090, with the Town providing a 50 percent match of \$102,045. The funds would pay for design, environmental review and permitting for a modern covered timber bridge to replace the existing structure. They would not pay for construction. Construction would be a separate future phase requiring its own funding and its own environmental review.

NBRC invited the Town to apply after reviewing our pre-application. The invitation narrowed the scope from implementation to feasibility, which means NBRC is willing to consider funding the work that takes a project to shovel-ready, but is not yet funding the bridge itself.

The application makes the case that a town replacing a failing bridge today effectively chooses between steel and concrete, and asks whether a modern engineered timber crossing should be a third option. It draws on the Town's experience owning and maintaining two covered bridges, and on engineering work

already completed at this crossing. The geotechnical borings, topographic survey and channel survey are done and paid for by the study performed by Tyler Billingsley, which lowered the cost of the request.

Two items will need the Board's attention. First, the 50 percent match of \$102,045 is a real obligation, and the Board will need to identify and commit a source if the application is successful. Second, the design services would be competitively procured under federal procurement rules, which means an RFP rather than a direct hire.

This work runs parallel to, and does not replace, the conventional replacement design currently under way.

Tree Warden

The Town does not currently have a Tree Warden, and we would like to fill the position. Michael Brown has been suggested as a candidate, and I have begun that conversation. Michael and I met the week of the 12th. The role matters more than usual right now given the tree work tied to the community wastewater project, the emerald ash borer, and the replanting questions at Joslin Park.

PACIF Grant, applications due October 31

The Town is considering to apply for a 2026 PACIF Grant through VLCT, which reimburses members for approved safety equipment at 50% this year. Our award is capped by the Town's PACIF contribution and can be affected by outstanding loss control recommendations. I asked staff to flag equipment needs that improve workplace safety, and Josh Rogers identified traffic cones and MUTCD road work signs. Funds may run out before the deadline, so I hope to have a plan to submit shortly.

Better Roads Grant, applications due October 30

VTrans has opened FY28 Better Roads Grant applications. The program funds work that improves drainage, reduces erosion, improves water quality, and makes roads more resilient. Eligible projects include ditching, erosion problem areas, stormwater improvements, streambank and slope stabilization, retaining walls, and culvert replacements, with particular interest in locations that wash out repeatedly after heavy rain. I have asked Josh Rogers to identify candidate sites from the road crew's experience, and we will decide together which are the strongest before the deadline.

Route 100/17 pedestrian improvements

VTrans has no timeline for redesigning the Route 100/17 intersection. The existing scoping is dated, new scoping would be needed, and the State is constrained by its budget and by the next federal transportation reauthorization. VTrans has advised that the Town does not have to wait, and can advance pedestrian improvements and access management on its own through the VTrans

Transportation Alternatives Program (TAP), with applications due around December, or through bike and pedestrian grants in the spring. A mid-block crosswalk near the rec hub is one candidate, and VTrans notes that pedestrian count data would strengthen the case. If the Selectboard wants to pursue this rather than continue waiting on the State, I would need direction soon to make the December round.

Joslin Memorial Library Town Park

A group of stakeholders met at the park this month to begin planning what comes next after the removal of the three declining maples. The group is now reaching out to individuals and firms who may be able to work with the Town on a conceptual design, which would cover both the replanting and the question of a barrier between the park and Main Street. I will bring something back to the Selectboard once we have a design partner and a concept to look at.

FY28 budget

Treasurer Steve Lewis, Sandy Gallup, and I have begun early discussions on the FY28 budget. More to come as that work develops.

Thank you and Peace
York Keith Haverkamp



TOWN OF WAITSFIELD

REQUEST FOR QUALIFICATIONS and QUOTE MUNICIPAL PROJECT MANAGER FOR MUNICIPAL WASTEWATER PROJECT

The Town of Waitsfield seeks a qualified individual or firm to provide municipal project management services for the development of a new municipal wastewater processing and distribution system to serve the Irasville and Waitsfield Village growth center. Both individuals and firms are encouraged to apply. The Town will evaluate each applicant on qualifications and experience. The project includes wastewater collection, transmission, treatment, and disposal - a STEP-based collection system with pump stations, force and gravity mains, and service connections, and a treatment and disposal facility at the Town-owned Munn Site, retiring roughly 111 aging private septic systems. The wastewater system will also service users who wish to connect within the service area and considered priority parcels. The project is funded in part through CWSRF, ARPA, USDA-RD, and Northern Borders Regional Commission.

For more information, contact Town Administrator York Haverkamp at (802) 496-2218. Statements of qualifications must be received by **September 23, 2026**, at the Waitsfield Town Office, 4144 Main Street, Waitsfield, VT 05673. Or via email to york.haverkamp@waitsfieldvt.gov with the subject line: Waitsfield Wastewater Municipal Project Manager Interest

I. BACKGROUND:

Development of a municipal wastewater system to serve Irasville and Waitsfield Village has been identified as a priority in the Waitsfield Town Plan for many years. Much of the growth center relies on aging private septic systems, many on small or constrained lots, and the lack of municipal wastewater capacity has long limited redevelopment and reinvestment in the Town's village and commercial core. A community wastewater system has been studied and planned over several years as the way to address these conditions, protect public health and water quality, and support the compact, mixed-use pattern of development envisioned for the area.

The project will retire approximately 111 aging private septic systems across the growth center and replace them with a municipal collection and treatment system. It consists of a STEP-based collection system, pump stations, force and gravity mains, and service connections, together with a new wastewater treatment and disposal facility at the Town-owned Munn Site.

DuBois & King, the Town's engineer of record, is designing the system, and we are in final design ready to go out for bid. The work is organized into two construction contracts: one for the treatment and disposal facility and related site work, and one for the collection system. The project is voter-approved and funded through a combination of a general obligation bond, the



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Clean Water State Revolving Fund, American Rescue Plan Act, USDA Rural Development, , and a Northern Borders Regional Commission Catalyst grant.

The Town expects to issue construction bids in September 2026, with construction beginning in the autumn of 2026 and reaching full swing by the spring of 2027. Construction is expected to take approximately 12 months. Given the scale of the work, the complexity of the funding, and the schedule, the Town is seeking a Municipal Project Manager (MPM) to support the Town Administrator, Waitsfield's Engineering Technical Team, and the Selectboard through the remaining design, permitting, easement, funding, and construction phases described in this Request for Qualifications.

II. SCOPE OF WORK:

1. General Project Management. The Municipal Project Manager (hereafter "MPM") will provide general project management services on an hourly fee basis.

In 2022, the Selectboard appointed an Engineering Technical Team (ETT) consisting of local residents, the Town Administrator, and the Project Engineer. The ETT is responsible for ensuring that the project progresses in a timely and on-budget, and for preparing and recommending policy and direction to the Selectboard.

Work to be performed by the MPM will be determined with the Town Administrator based on the priorities agreed by the ETT. Invoices shall be submitted on a monthly basis. Invoices will be reviewed by the Town Administrator & ETT, with final approval made by the Selectboard.

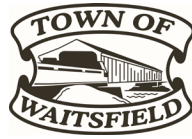
2. Liaison. The MPM will assist the Town Administrator in liaising with the program managers at the Vermont Agency of Natural Resources (CWSRF), USDA Rural Development, and other State and Federal Agencies as needed. The MPM will assist the Town Administrator in working with agency personnel to provide necessary assurances that the project conforms with all applicable state and federal requirements. The MPM will also coordinate with and support the activities of the project engineer.
3. Public Relations. The MPM will provide public relations services to the community and property owners adjacent to and connected to the project. The MPM keep the public informed of project progress through the development of information published in the local newspaper, information presented at meetings, one-on-one interactions, information posted on the Town's website, and other means. The MPM will arrange for, participate in, and provide follow-up documentation of project-related discussions, meetings, and hearings. The MPM must be prepared to make public presentations about the project and to moderate public project meetings as called upon. The MPM



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will also respond to citizen inquiries and concerns regarding connection to the wastewater system, service interruptions, etc.

4. Connected User Agreements. The MPM will secure technical/administrative/easement agreements with prospective connected users, including approaching property owners who have not yet responded to previous outreach efforts and re-approaching property owners who originally said “yes” and now said “no.”
5. Wastewater Ordinance and Rate Schedule. The MPM will assist with the development of a Wastewater System Ordinance, Rate Schedule, and other policies, including, but not limited to: assisting with grievances of the assigned wastewater capacity value of a property; assisting and provide technical assistance to the Water and Wastewater Commission; and attend meetings of the Selectboard, ETT, and/or Water and Wastewater Commission to review and define policies regarding the connection and use of the public systems.
6. Easements. The Town is actively working to secure the easements and rights-of-way necessary for the project, and hopes to have much of this in place sooner rather than later. Depending on the timing of the hire, the MPM may be called upon to assist with securing any remaining easements or rights-of-way, and with the relocation of any utilities necessary, including land records research and meeting with landowners.
7. Right-of-Way and Permitting. The MPM will assist the final design engineers and Town through the right-of-way and permitting processes, preparation and/or review of contract documents, and in the hiring of a construction firm. The MPM will monitor that any permit mandates, conditions, and stipulations are incorporated in the project design.
8. Project Plans. The MPM will help coordinate the Town's review of project plans and documents, working with the project engineer and consolidating comments from the Town, the ETT, and other reviewers. The MPM will help identify and bring forward options to improve constructability, reduce costs, and expedite construction for the project engineer's evaluation. Where the MPM has relevant engineering or construction expertise, the MPM may contribute directly to this review. Final design decisions and professional review of the plans remain the responsibility of the project engineer.
9. Construction Oversight. Throughout construction, the MPM serves as the Town's representative, steward, and advocate, looking out for the Town's interests in cost, schedule, quality, and the community's experience of the work. The MPM will assist the



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Town and project engineers with construction oversight. The project engineer will provide a Resident Project Representative (RPR) for day-to-day, on-site observation of the contractors' work. The MPM will coordinate and collaborate closely with the RPR, serving as a point of contact between the RPR and the Town; helping track the issues, schedule, and progress the RPR identifies; and helping the Town respond to matters raised in the field. The project engineer remains responsible for the RPR's daily observation and technical oversight of construction. The MPM may also be called upon to assist with recordkeeping and tracking quantities for payment of construction services.

10. Contract Administration. The MPM will assist the Town Administrator with contract administration and documentation for the project, including assisting the Town Administrator in the review of invoices for engineering services; and assisting the Town Administrator and project engineers in the review of invoices for construction services. The MPM will assist the Town Administrator in preparing reimbursement requisitions and periodic reports as necessary for the project.
11. Future Funding Sources. The MPM will assist with researching, obtaining, and administering existing and future funding sources, including but not limited to: researching other funding sources and alternatives for homeowners; assisting with procurement compliance; and assisting with record-keeping.
12. Wastewater System Operator. The MPM will assist with the contracting of the operator for the wastewater system.
13. Information Management. The MPM will maintain details on all properties with respect to existing and potential connections to the municipal wastewater system, easements, and other matters including updating an existing Salesforce database, maps, sketches, and notes.
14. Budget Reporting. The MPM will be responsible for updating the budget and providing reports (including a budget variance and forecast report) to the Town Administrator, ETT, and Selectboard on a regular schedule.
15. Other. The MPM may be asked to perform other activities or special assignments as the needs arise.



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III. PROJECT SCHEDULE:

1. The proposed municipal wastewater system serving the Waitsfield Village and Irasville sections of the Town is being coordinated with the Town's efforts to sequence the work with planned road, sidewalk, and utility projects in the village, and to carry out construction during favorable weather so that trenching and surface restoration are completed efficiently and disruption to residents and businesses is minimized. To that end, the wastewater project is targeted to go out to bid in September 2026, with construction slated to begin in the autumn of 2026 and reach full swing by the spring of 2027.
2. The number of hours required for the project is expected to vary considerably depending upon the phase of the work and project needs. The MPM will need to be flexible to accommodate this type of schedule. Some periods may require 30+ hours per week, while others may require no work at all. The Town will work cooperatively with the MPM to anticipate busier portions of the project and coordinate scheduling accordingly.
3. The Town intends to engage the MPM immediately upon selection and to continue the engagement through the completion of construction and project closeout. Closeout includes final inspections, punch-list completion, final change orders and payments, as-built and record documentation, final funding drawdowns and reporting, and other administrative tasks necessary to close the project with the funding agencies. The Town anticipates that some level of MPM support may be needed for a period after substantial completion of construction to accomplish these closeout activities. The engagement may be extended by mutual agreement if the project schedule changes.

IV. REQUIREMENTS OF WRITTEN QUALIFICATION LETTER:

1. Include a narrative description of the consultant's understanding of the project and the MPM's role in implementing the project.
2. Provide a description or resume outlining the consultant's qualifications for working on the project, including a listing of past project experience. In addition to education and work experience, the ideal candidate will have the following characteristics:
 - Be self-motivated, a good communicator, be well organized, and employ effective computer skills including spreadsheets and/or database management;
 - Possess knowledge of wastewater system technology and regulations, equipment, facilities, materials, methods and procedures used in public wastewater processing and distribution systems, including pipe installation, connection and repair;



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- Have experience with project management, budgeting, data management, and problem-solving; and
 - Possess the ability to communicate effectively, verbally and in writing, and have the ability to establish and maintain effective working relationships with municipal staff, citizens, and consultants.
3. Provide a list of three references, with phone numbers and contact names.
 4. Include a listing of hourly rates and chargeable expense fees such as travel. The Town and MPM may renegotiate rates annually during the project to reflect changes in the cost of living, but otherwise, the consultant will be expected to hold rates through the duration of the project.

V. **ADDITIONAL INFORMATION:**

1. Selection Process: Written qualification submissions will be reviewed by the Town Administrator, ETT, Project Engineer, and Selectboard. The Selectboard will be responsible for final consultant selection. One or more interviews may be scheduled as deemed necessary. Criteria to be used in making a selection will include consideration of the consultant's understanding of the project, qualifications, references, prior work experience of a similar nature, understanding of applicable regulations and funding program requirements, as well as fees for service. Lowest hourly rate will not be the sole criterion for selection.
2. Consultants shall be responsible for making themselves aware of the background and goals for this project. There will be no allowances made in the contract for failure to be so informed. Copies of the Project Plans will be made available to interested consultants upon request. Additional documents related to the project, including the funding commitment information from CWSRF, ARPA, USDA Rural Development, , NBRC, or other applicable information for the municipal wastewater project, and the Irasville Village Master Planning Plan, may be obtained by contacting the Town Administrator. Many documents are available online at <https://www.waitsfieldvt.gov/departments/projects/wastewater>.
3. The Selectboard reserves the right to reject any or all submissions of qualification, and to accept any consultant proposal deemed to be in the best interests of the Town of Waitsfield. The Town will retain the right to terminate any consultant contract entered into without cause, upon 30 day written notice.



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REQUIRED PROVISIONS

1. Indemnification.

The Municipal Project Manager agrees, to the fullest extent permitted by the law, that it shall indemnify and hold harmless the Municipality, its officers, agents, and employees from liability for damages to third parties, together with costs, including attorney's fees, incurred in defending such claims by third parties, to the extent such liability is caused by the negligent or intentional acts, errors, or omissions of the MPM, its agents or employees, committed, in the performance of professional services to be provided by the MPM under this Agreement.

The Municipality is responsible for its own actions. The MPM is not obligated to indemnify the Municipality or its officers, agents, or employees for any liability of the Municipality, its officers, agents, and employees attributable to its, or their own, negligent acts, errors, or omissions.

In the event the Municipality, its officers, agents, or employees are notified of any claims asserted against it or them to which this Indemnification clause may apply, the Municipality or its officers, agents, and employees shall immediately thereafter notify the MPM in writing that a claim to which the Indemnification Agreement may apply has been filed.

2. Insurance

Prior to beginning any work, the Municipal Project Manager shall have the required insurance coverages in place:

- a. Workers Compensation. With respect to all operations performed, the MPM shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.
- b. Automobile Liability. The MPM shall carry automobile liability insurance covering all motor vehicles, including owned, non-owned, and hired, used in connection with the Agreement. Each policy shall provide coverage with a limit not less than: \$1,000,000 – Combined Single Limit.
- c. General Liability and Property Damage. With respect to all operations performed under the contract, the MPM shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations
Products and Completed Operations
Personal Injury Liability



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Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$50,000 Fire/ Legal/Liability

Contractor shall name the Town of Waitsfield and its officers and employees as additional insureds for liability arising out of this contract.

It is the responsibility of the contractor to maintain current certificates of insurance on file with the state through the term of the contract. The certificate(s) of insurance coverage shall be documented on forms acceptable to the Municipality. Compliance with minimum limits and coverages, evidenced by a certificate of insurance showing policies and carriers that are acceptable to the State, must be received prior to the effective date of the Agreement. The insurance policy(ies) shall provide that insurance coverage cannot be canceled or revised without thirty (30) days prior notice to the Municipality. If the contract is for a period greater than one year, evidence of continuing coverage must be submitted to the Municipality on an annual basis. Certified copies of any insurance policies may be required. Each policy shall (except the professional liability and workers' compensation policies) name the Town of Waitsfield as an insured for the possible liabilities resulting from the contractor's actions, errors, and/or omissions.

No warranty is made that the coverages and limits required are adequate to cover and protect the interests of the contractor for the contractor's operations. These are solely minimums that must be met to protect the interests of the State.

3. Compliance with Laws

- a. General Compliance with Laws. The MPM shall observe and comply with all federal, state, and municipal laws, bylaws, ordinances, and regulations in any manner affecting the conduct of the work and the action or operation of those engaged in the work, including all such orders or decrees as exist at present and those which may be enacted, adopted, or issued later by bodies or tribunals having any jurisdiction or authority over the work; and the contractor shall defend, indemnify and save harmless the State, any affected railroad(s), and any affected municipality(ies), and all their officers, agents, and employees against any claim or liability arising from or based on the violation of any such law, bylaws ordinances, regulations, order, or decree, whether by the contractor in person, its employee(s), or by the contractor's subcontractor(s) or agent(s), or employee(s) or agents thereof.



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If the MPM discovers any provision(s) in the Agreement contrary to or inconsistent with any law, ordinance, regulation, order, or decree, the MPM shall immediately report it to the Project Manager in writing. In particular, but not limited thereto, the contractor's attention is directed to the various regulations promulgated and enforced by the United States, VOSHA, environmental protection, and other resource agencies.

- b. Environmental Regulations. Any contract in excess of one hundred thousand dollars (\$100,000.00) shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. Part 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. Part 1368), Executive Order 11738, and Environmental Protection Agency regulation (40 CFR Part 15), that prohibit the use, under non-exempt federal contracts, grants or loans, of facilities included on the EPA list of Violating Facilities. The provisions require reporting of violations to the grantor, Agency and to the USEPA Assistant Administrator for Enforcement (EN-329).

In the event of conflict between these environmental requirements and pollution control laws, rules, or regulations of other federal, state, or local agencies, the more restrictive laws, rules, or regulations shall apply.

- c. Civil Rights and Employment Opportunity. During performance of the Agreement, the MPM will not discriminate against any employee or applicant for employment because of race, age, color, religion, ancestry, gender, creed, sexual orientation, national origin, physical or mental condition, disability, place of birth, or veteran status.

The MPM shall comply with the applicable provisions of Title VI of the Civil Rights Act of 1964 as amended, and Executive Order 11246 as amended by Executive Order 11375 and supplemented by the Department of Labor regulations (41 CFR Part 60). The MPM shall also comply with the rules, regulations and relevant orders of the Secretary of Labor, Nondiscrimination regulations 49 CFR Part 21 through Appendix C, and regulations under 23 CFR Part 710.405(b). Accordingly, all subcontracts shall include reference to the above.

The MPM shall comply with all the requirements of Title 21, V.S.A., Chapter 5, Subchapter 6 and 7, relating to fair employment practices to the extent applicable. A similar provision shall be included in any and all subcontracts.

- d. Debarment Certification. By signing this Agreement, the MPM certifies to the best of its knowledge and belief that neither it nor its principals:
 - 1. Is currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency;



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2. Are not presently suspended, debarred, voluntarily excluded or determined ineligible by any federal/state agency;
3. Do not have a proposed debarment pending; and
4. Have not been indicted, convicted, or had a civil judgment rendered against him/her/it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Exceptions will not necessarily result in denial or termination of the Agreement, but will be considered in determining the MPM's responsibility. The Agreement shall indicate any exception, identify to whom or to what entity it applies, and state the date(s) of any and all action(s). Providing false information may result in criminal prosecution and/or administrative sanctions.

- e. Lobbying. The contractor certifies, by signing the contract, that to the best of its knowledge, belief, and ability:
 1. No state/federal appropriated funds have been paid or will be paid by or to any person influencing or attempting to influence an officer or employee of a government agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any state/federal contract, the making of any state/federal grant, the making of any state/federal loan, the entering into of any cooperative agreement, or the extension, renewal, amendment or modification of any state/federal contract grant, loan or cooperative agreement.
 2. If any funds, other than state/federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any state/federal agency, a member of Congress, or an employee of a member of Congress in connection with this state/federal contract grant loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
 3. That it shall require that the language of this Certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants and agreements under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact, upon which reliance was placed when the Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into the contract, imposed by Title 31, Section 1352 U.S.C., which provides, in part, that no appropriated funds may be expended by the recipient of a federal contract,



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grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an employee of Congress, or employee of a member of Congress, in the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- f. Child Support Payments. The MPM certifies, as of the date of signing the Agreement, that they are (a) not under obligation to pay child support; or (b) is under such obligation and is in good standing with respect to that obligation; or (c) has agreed to a payment plan with the appropriate State agency and is in full compliance with that plan. If the MPM is a sole proprietorship, the MPM's statement applies only to the proprietor. If the MPM is a partnership, the MPM's statement applies to all general partners with a permanent residence in Vermont. If the MPM is a corporation, this provision does not apply.
 - g. Tax Requirements. The MPM certifies, as required by law under 32 V.S.A. Section 3113, that under the pains and penalties of perjury, they are in good standing with respect to payment, or in full compliance with a plan to pay, any and all taxes due the State of Vermont as of the date of signature on the Agreement.
 - h. Energy Conservation. The MPM shall recognize mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued with the Energy Policy and Conservation Act P.L. 94-163, 89 Stat. 871.
4. **Contractual Agreements.**
- a. Registration. The MPM, if a business entity, agrees to be registered with the Vermont Secretary of State's office and authorized to do business in the State of Vermont. This registration must be complete prior to contract execution.
 - b. Copeland "Anti-Kickback" Act. To the extent applicable (contracts and subgrants for construction or repair), the MPM shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).
 - c. Davis-Bacon Act. To the extent applicable (construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation), the MPM shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), as supplemented by Department of Labor regulations (29 CFR part 5).
 - d. Work Hours and Safety Standards Act. To the extent applicable (construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers), the MPM shall



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comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5).

- e. Proprietary Rights. The parties under the Agreement hereby mutually agree that, if patentable discoveries or inventions should result from work performed under the Agreement, all rights accruing from such discoveries or inventions shall be the sole property of the MPM. The MPM, however, agrees to and does hereby grant to the Municipality, the State of Vermont and the United States Government an irrevocable, nonexclusive, non-transferable, and royalty-free license to practice each invention in the manufacture, use, and disposition, according to law, of any article or material or use of method that may be developed, as a part of the work under the Agreement.
- f. Publications. All data, EDM, valuable papers and documents produced under the terms of the Agreement, shall become the property of the Municipality. The MPM agrees to allow access to all data, EDM, valuable papers and documents at all times. The MPM shall not copyright any material originating under the Agreement without prior written approval of the Municipality.

5. Personnel Requirements and Conditions.

The MPM shall employ only qualified personnel, for responsible authority to supervise the work. The Municipality shall have the right to approve or disapprove key personnel assigned to administer activities related to the Agreement.

Except with the approval of the Municipality, during the life of the Agreement, the MPM shall not employ:

- a. Personnel on the payroll of the Municipality who are directly involved with the awarding, administration, monitoring, or performance of the Agreement or any project(s) that are the subjects of the Agreement.
- b. Any person so involved within one (1) year of termination of employment with the Municipality.

The MPM warrants that no company or person has been employed or retained, other than a bonafide employee working solely for the MPM, to solicit or secure this Agreement, and that no company or person has been paid or has an agreement with the MPM to be paid, other than a bonafide employee working solely for the MPM, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, the Municipality shall have the right to annul the Agreement, without liability to the Municipality, and to regain all costs incurred by the Municipality in the performance of the Agreement.



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The Municipality reserves the right to require removal of any person employed by the MPM, from work related to the Agreement, for misconduct, incompetence, or negligence, in the opinion of the Municipality in the due and proper performance of its duties, or who neglects or refuses to comply with the requirements of the Agreement.

6. Transfers, Subletting, Etc.

The MPM shall not assign, sublet, or transfer any interest in the work, covered by an Agreement, without prior written consent of the Municipality and further, if any subconsultant participates in any work involving additional services, the estimated extent and cost of the contemplated work must receive prior written consent of the Municipality. The approval or consent to assign or sublet any portion of the work, shall in no way relieve the MPM of responsibility for the performance of that portion of the work so transferred. The form of the subcontractor's agreement shall be as developed by the MPM and approved by the Municipality. The MPM shall ensure that adequate insurance coverage exists for any operations to be performed by any subconsultant.

The services of the MPM, to be performed under the Agreement, are personal and shall not be transferred without written authorization of the Municipality and, when applicable, approved by the appropriate state or federal agencies. Any authorized subagreements, exceeding ten thousand dollars in cost, shall contain all of the same provisions specified for and attached to the original Agreement with the Municipality.

7. Beginning and Completion of Work

The MPM agrees to begin performance of services, specified in the Agreement, in accordance with the terms of the Agreement, as arranged in negotiations with the Municipality, or within ten (10) days of the date of written notice to begin work by the Municipality, and to complete the contracted services by the completion dates specified in the Agreement.

Upon completion of all services covered under the Agreement and payment of the agreed upon fee, the Agreement with its mutual obligations shall be terminated.

8. Continuing Obligations

The MPM agrees that if, because of death or other occurrences, it becomes impossible to effectively perform its services in compliance with the Agreement, neither the MPM nor its surviving members shall be relieved of their obligations to complete the Agreement. However, the Municipality may terminate the Agreement if it considers a death or incapacity of any members to be a loss of such magnitude that it would affect the firm's ability to satisfactorily execute the Agreement.



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9. Ownership of the Work

The MPM agrees that the ownership of all studies, data sheets, survey notes, subsoil information, drawings, tracings, estimates, specifications, proposals, diagrams, calculations, EDM and other material prepared or collected by the MPM, hereafter referred to as "instruments of professional service", shall become the property of the Municipality as they are prepared and/or developed during execution of the Agreement.

The MPM shall surrender to the Municipality upon demand or submit for inspection at any time any instruments of professional service that have been collected, undertaken or completed by the MPM pursuant to the Agreement. Upon completion of the work, in full, these instruments of professional service will be appropriately endorsed by the MPM and turned over to the Municipality.

Data and publication rights to any instruments of service produced under this agreement are reserved to the Municipality and shall not be copyrighted by the MPM at any time without written approval of the Municipality. No publications or publicity of the work, in part or in total, shall be made without the agreement of the Municipality, except that the MPM may in general terms use previously developed instruments of professional service to describe its abilities for a project in promotional materials.

10. Records Available for Audit.

The MPM will maintain all books, documents, payroll papers, accounting records, and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the contract and for three years thereafter for inspection by any duly authorized representatives of the state or federal government or the Municipality. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

The state or federal government, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this contract.

Access by the grantee, the subgrantee, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.



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11. Records Retention

The MPM agrees to retain, in company files, all books, documents, EDM, valuable papers, accounting records, and other evidence, pertaining to costs incurred for work performed under the Agreement, for a period of at least three (3) years after the final "date of acceptance" by the Municipality, unless otherwise notified by the Municipality. The MPM further agrees that the Municipality, the State of Vermont, or authorized representatives of the Federal Government, shall have access to all the above information for the purpose of review and audit during the Agreement period and anytime within the aforementioned retention period. Copies of all the above referenced information shall be provided to the Municipality if requested.

12. Appearances.

- a. Hearings and Conferences. The MPM shall provide professional services required by the Municipality and necessary for furtherance of any work covered under the Agreement. Professional services shall include appropriate representation at meetings, public gatherings and hearings, and appearances before any legislative body, commission, board, or court, to justify, explain and defend its contractual services covered under the Agreement.

The Consultant shall perform any liaison that the Municipality deems necessary for the furtherance of the work and participate in conferences with the Municipality, at any reasonable time, concerning interpretation and evaluation of all aspects covered under the Agreement.

The MPM further agrees to participate in meetings with the Municipality, the State of Vermont, USDA Rural Development, US EPA, and any other interested or affected participant, for the purpose of review or resolution of any conflicts pertaining to the Agreement. The Consultant shall be equitably paid for such services and for any reasonable expenses incurred in relation thereto in accordance with the Contract document.

- b. Appearance as Witness. If and when required by the Municipality, the MPM, or an appropriate representative, shall prepare and appear for any litigation concerning any relevant project or related Agreement, on behalf of the Municipality. The MPM shall be equitably paid for such services and for any reasonable expenses incurred in relation thereto, in accordance with the Contract document.

13. Changes and Amendments

No changes or amendments of the Agreement shall be effective unless documented in writing and signed by authorized representatives of the Municipality and the Consultant.

14. Appendices



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The Municipality may attach to these specifications appendices containing various forms and typical sample sheets for guidance and assistance to the MPM in the performance of the work. It is understood, however, that such forms and samples may be modified, altered, and augmented from time to time by the Municipality as occasions may require. It is the responsibility of the MPM to ensure that they have the latest versions applicable to the Agreement.

15. Extension of Time

The MPM agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by the MPM for delays or hindrances, from any cause whatsoever, during the progress of any portion of services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the Municipality may decide. Time extensions shall be granted by amendment, only for excusable delays, such as delays beyond the control of the MPM and without the fault or negligence of the Consultant.

16. Settlements of Misunderstandings

In order to prevent misunderstandings and litigation, it is mutually agreed by all parties that the Selectboard shall act as referee on all questions arising under the terms of an Agreement and that the decision of this governing body in such cases shall be binding upon both parties.

Agreements subjecting costs to final audit, an administrative review regarding the audit will be sent to the MPM. Any dispute arising from an administrative decision shall be appealed in writing within thirty (30) days of receipt.

17. Failure to Comply with Time Schedule

It is mutually understood and agreed to, that neither party hereto shall be held responsible for delay in performing the work encompassed herein, when such delay is due to unforeseeable causes such as acts of God, or a public enemy, fire, strikes, floods, or legal acts of public authorities. In the event that any such causes for delay are of such magnitude as to prevent the complete performance of the Agreement within two (2) years of the originally scheduled completion date, either party may by written notice request to amend or terminate the Agreement.

18. Municipality's Option to Terminate

The Agreement may be terminated in accordance with the following provisions:



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- a. Breach of Contract. Administrative remedies - the Municipality reserves the right to terminate a Contract for breach of Contract agreements. Termination for breach of Contract will be without further compensation to the Consultant.
- b. Termination for Cause. The Municipality reserves the right, upon written notice to the MPM, to terminate the Agreement, as of a date to be specified by the Municipality, if the MPM fails to complete the designated work to the satisfaction of the Municipality, within the time schedule agreed upon. The MPM shall be compensated on the basis of the work performed and accepted by the Municipality at the date of final acceptance of the Agreement.
- c. Termination for Convenience. In addition to its rights and options to terminate an Agreement as provided herein, the Municipality may, at any time prior to completion of services specified under an Agreement, terminate the Agreement by submitting written notice to a MPM, within not less than fifteen (15) days prior to the effective date, via certified or registered mail, of its intention to do so. If the termination is for the Municipality's convenience, payment to the MPM will be made promptly for the amount of any fees earned to the date of the notice of termination, less any payments previously made. However, if a notice of termination is given to the MPM prior to completion of twenty (20) percent of the estimated services, as set forth in the approved Work Schedule and Progress Report, if applicable, the MPM will be reimbursed for that portion of any reasonable and necessary expenses incurred to date of the notice of termination, that are in excess of the amount earned under its approved fee to the date of said termination. Such requests for reimbursement shall be supported with factual data and shall be subject to the Municipality's approval. The MPM shall make no claim for additional compensation against the Municipality by reason of such termination.

19. Operational Standards

- a. Responsibility for Supervision. The MPM shall assume primary responsibility for general supervision of MPM employees and his/her or their subconsultants for all work performed under the Contract and shall be solely responsible for all procedures, methods of analysis, interpretation, conclusions and contents of work performed under the Agreement.
- b. Independence. The MPM shall act in an independent capacity and not as officers or employees of the Municipality.
- c. Work Schedule and Progress Report. Prior to initiating any work, the MPM shall prepare, and submit to the Municipality, a general work schedule showing how the consultant will complete the various phases of work in order to meet the completion



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date in the contract. The Municipality will use this general work schedule to monitor the consultant.

During the life of the Contract the MPM will make monthly progress reports indicating the work achieved through the date of the report. The MPM shall link the monthly progress reports to the general schedule submitted.

The report shall indicate any matters that have or are anticipated to adversely affect progress of the work. The Municipality may require the MPM to prepare a revised work schedule, in the event that a specific progress achievement falls behind the scheduled progress by more than thirty (30) days.

- d. Utilities. Whenever a facility or component of a private, public, or cooperatively-owned utility will be affected by any proposed construction, the Consultant will counsel with the Municipality, plus achieve any necessary contacts and discussions with the affected owners, regarding any requirement necessary for revisions of facilities or existing installations, both above and below ground. Any such installations must be completely and accurately exhibited on any detail sheets or plans. The Consultant shall inform the Municipality, in writing, of any such contacts and the results thereof.
- e. Public Relations. Whenever it is necessary to perform work in the field, particularly with respect to reconnaissance, the MPM will endeavor to maintain good relations with the public and any affected property owners. Personnel employed by or representing the MPM shall conduct themselves with propriety. The MPM agrees to inform property owners and/or tenants, in a timely manner, if there is need for entering upon private property as an agent of the Municipality, in accordance with VSA Title 19 §35 and §503, in order to accomplish the work under the Agreement. The MPM agrees that any work will be done with minimum damage to the land and disturbance to the owner. Upon request of the MPM, the Municipality shall furnish a letter of introduction to property owners soliciting their cooperation and explaining that the MPM is acting as an agent of the Municipality.
- f. Inspection of Work. The Municipality shall, at all times, have access to the MPM's work for the purposes of inspection, accounting, and auditing, and the MPM shall provide whatever access is considered necessary to accomplish such inspections. At any time, the MPM shall permit the Municipality or representative for the Municipality the opportunity to inspect any plans, drawings, estimates, specifications, or other materials prepared or undertaken by the MPM pursuant to execution of the Agreement.

Conferences, visits to a site, or an inspection of the work, may be held at the request of any involved party or by representatives of the Municipality, the State of Vermont, or federal agency.



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- g. Written Deliverables. Written deliverables, presented under terms of the Agreement, shall be on 8 1/2" by 11" paper, consecutively printed on both sides. Reports shall be bound and have a title page that identifies the name and number of the project and publication date. The report shall have a table of contents and each page shall be numbered successively. Draft reports shall be identified as such.

20. Payment for Services Rendered

- a. The Municipality shall pay, or cause to be paid to the MPM or the MPM's legal representative, payments that may be monthly or as otherwise accepted by the Municipality, as determined by the percentage or hours of work completed, as documented by a progress report of such work duly attested, for each phase of the required services covered by the Agreement. When applicable, for the type of payment specified in the Agreement, the progress report shall summarize actual costs and any earned portion of fixed fee.
1. All invoices and correspondence shall indicate the applicable project name, project number and the Agreement number. When relevant, the invoice shall further be broken down in detail between projects.
 2. When applicable, for the type of payment specified in the Agreement, expenses for meals and travel shall be limited to the current approved in-state rates, as determined by the State of Vermont's labor contract, and need not be receipted. All other expenses are subject to approval by the Municipality and must be accompanied with documentation to substantiate their charges.
 3. Invoices shall be submitted to the Municipality.
 4. No approval given or payment made under an Agreement, shall be conclusive evidence of the performance of said Agreement, either wholly or in part thereof, and no payment shall be construed to be acceptance of defective work or improper materials.
 5. The Municipality agrees to pay the MPM and the MPM agrees to accept, as full compensation, for performance of all services rendered and expenses encompassed in conformance therewith, the type of fee specified in the Contract.
- a. Indirect Cost Rates. For actual cost contracts, the Consultant is responsible for furnishing the Municipality with independently-prepared, properly supported, Indirect Cost Rates, in accordance with 48 CFR 52.216-7, for all time periods covered under the



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Agreement. These rates must be developed in accordance with the cost principles in 48 CFR Part 31. A Consultants overhead rate shall be based upon an actual audited overhead rate, unless otherwise specified in the Agreement.

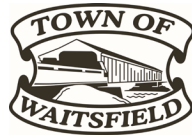
- b. Contract Types. Contracts shall conform with 48 CFR Part 16 - TYPES OF CONTRACTS.
- b. Payment for Additions or Deletions. The Municipality may, upon written notice, and without invalidating the Agreement, require any changes to, additions to, or deletions from, the originally contemplated extent of the work, prior to completion of the Agreement by means of an amendment to the original contract. Any adjustments of this nature shall be executed under the appropriate fee established in the Agreement, based on the adjusted quantity of work, except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such addition or deletion.
- c. Payment for Extra Work, Additional Services, or Changes. The Municipality may, upon written notice, and without invalidating the Agreement, require changes resulting from revision or abandonment of work already performed by the MPM or changes in the scope of work.

The value of such changes, to the extent not reflected in other payments to the MPM, shall be incorporated in an amendment and be determined by mutual agreement, by one or more of the following:

- a. Fixed Price. By a price that is not subject to any adjustment on the basis of the MPM's expenses experienced in performing the work. The MPM is fully responsible for all costs and resulting profit or loss.
- b. Rate Schedule. By unit prices designated in the Agreement, or by unit prices covered under any subsequent Agreements.
- c. Actual Cost. By amounts determined on the basis of actual costs incurred, as distinguished from forecasted expenditures.

No changes, for which additional fee payment is claimed, shall be made unless pursuant to a written order from the Municipality, and no claim shall be valid unless so ordered.

- d. Maintenance of Records. The MPM agrees to maintain complete and accurate records, in a form satisfactory to the Municipality for all time devoted directly to same by MPM employees, if applicable. The Municipality reserves the right to audit the records of the MPM related to any extra work or additional services. Any such services rendered shall be subject, in all other respects, to the terms of the Agreement. When changes are so ordered, no additional work shall be performed by the MPM until an Agreement



TOWN OF WAITSFIELD

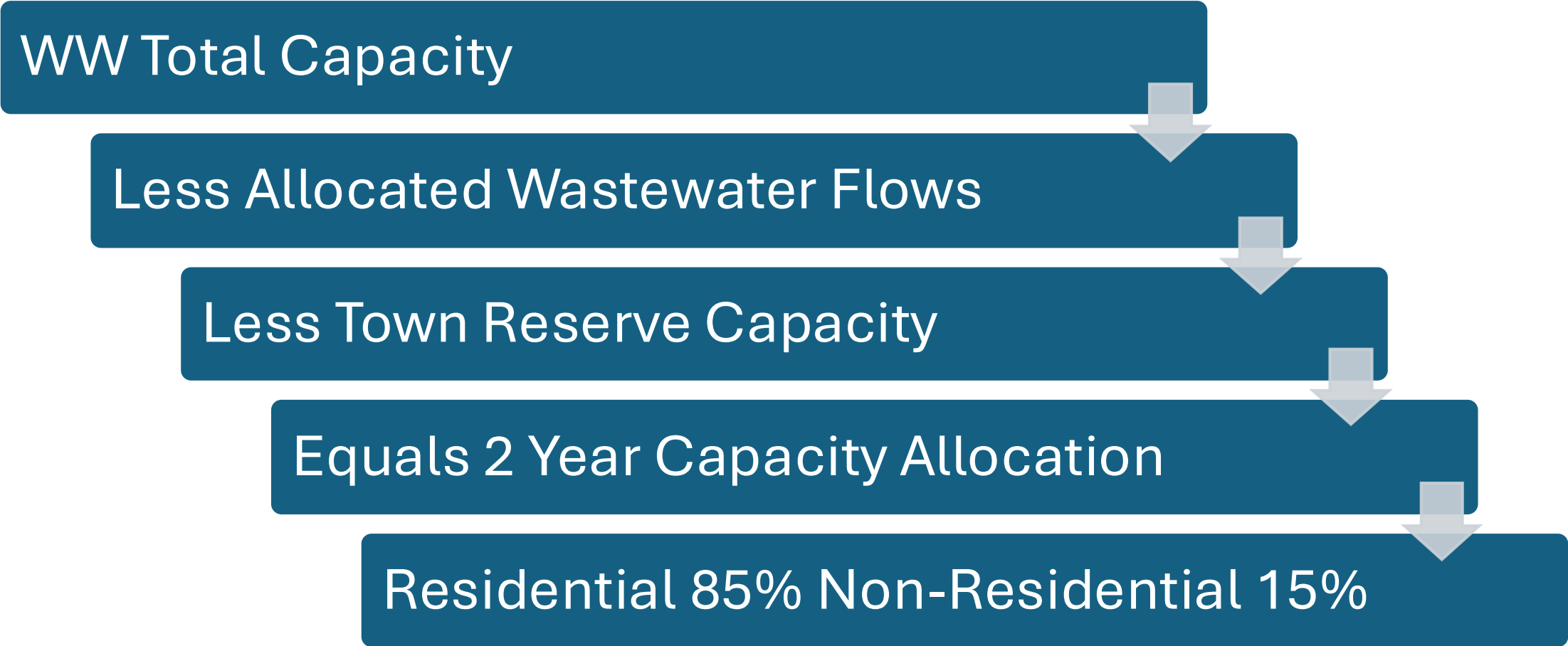
amendment has been fully executed, unless written notice to proceed is issued by the Municipality. Any claim for extension of time, that may be necessitated as a result of extra work or additional services and changes, shall be given consideration and evaluated insofar as it directly relates to the change.

Wastewater System

Clarifying Capacity, Capacity Allocation and Modelling User Charges

Wastewater Allocation of Capacity

WW Total Capacity



```
graph TD; A[WW Total Capacity] --> B[Less Allocated Wastewater Flows]; B --> C[Less Town Reserve Capacity]; C --> D[Equals 2 Year Capacity Allocation]; D --> E[Residential 85% Non-Residential 15%];
```

Less Allocated Wastewater Flows

Less Town Reserve Capacity

Equals 2 Year Capacity Allocation

Residential 85% Non-Residential 15%

Wastewater Capacity Allocation Procedure

Application Form & Payment of Fees

Preliminary Approval of Capacity Allocation -2 year

Board Approval Required for 1 year time extension – max 2

Final approval, Payment of Fees, Debt Service Starts

Expiration – Preliminary after 2-4 years, Final after 2 years

Application of User Fees and Charges (draft)

Allocation Stage	Preliminary Application & Capacity Allocation	Preliminary Application & Cap. Alloc. 2+ Years	Final Approval & Capacity Allocation	Final Approval & Capacity Allocation - Connected Users	Uncommitted, Preliminary (2year+) & Town Reserve Capacity
Application Fee	✓				
Allocation Fee	✓	✓	✓		
Connection Fee				✓	
Allocation Holding Fee		✓	✓		
Debt Service		✓	✓	✓	✓
O&M				✓	
Overage				✓	

Note: Customer is responsible for all connection costs and State permitting costs

Proposed Residential Units vs. Vermont Rules

Number of Bedrooms	VT Rules	VT Rules Est Cost/Qtr	Ordinance	Proposed Est Cost/Qtr
Single Family Residence	210 gpd	\$231.25	1 Res. Unit	\$231.25
Studio or One-Bedroom Apartment	140 gpd	\$154.17	0.6 Res Unit	\$138.75
Two-Bedroom Apartment	280 gpd	\$308.33	0.8 Res Unit	\$185.00
Three or more-Bedroom Apartment	420 gpd	\$462.50	1 Res. Unit	\$231.25

Wastewater Fee Model \$925 per Year Single Family Residence per Year

Annual Residential Wastewater Fees	Res. Units	Wastewater
Single Residential	1	\$925
1 Bed Apartment	0.6	\$555
2 bed Apartment	0.8	\$740
3 bed plus Apartment	1	\$925
Multi Family 4 * 1 Bed Apartments	2.4	\$2,220

Wastewater Fee Model Nonresidential

Annual Nonresidential Fees	gpd	Wastewater
Commercial Rate Per Gallon		\$4.40
Minimum Billing	210	\$924
Restaurant 30 seat (2 meals/day)	810	\$3,564
Mixed: Store, Deli and 1 bed apart	330	\$1,452
STR 3 bedroom	420	\$1,848

TOWN OF WAITSFIELD

WASTEWATER ORDINANCE

COMMUNITY WASTEWATER SYSTEM

Revision 2 March 22nd, 2026

Revision 2 April 7th, 2026

Revision 3 May 14th, 2026

Revision 4 June 7th, 2026

Revision 5 June 16th, 2026

Revision 6 September 22nd, 2026 – Legal Review

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ARTICLE 1 - GENERAL PROVISIONS

SECTION 1. AUTHORITY

This is a civil ordinance adopted and enforced by the Town of Waitsfield ("Town") selectboard ("Board"), pursuant to the authority conferred by 24 V.S.A. Chapters 59, 101, and 102, and 24 V.S.A. § 2291(6), (14), and (22), to the extent applicable, such other enactments as are material hereto.

SECTION 2. PURPOSE

The purpose of this Ordinance is to provide for the safe, efficient, and lawful use, operation, management, maintenance, and protection of the Town's community wastewater system in accordance with applicable Vermont law.

This ordinance establishes requirements governing connection to and use of the community wastewater system; the discharge of wastewater to the system; protection of the system and its treatment capacity; administration of permits, allocations, rates, fees, and charges as otherwise authorized by law; inspection, compliance, and enforcement; and the respective responsibilities of the Town and users of the system.

This Ordinance is intended to protect public health and the environment, preserve the proper operation and useful life of the community wastewater system, prevent discharges or uses that may damage or interfere with the system or its treatment processes, and provide for the fair and orderly administration of wastewater service within the Town.

SECTION 3. GENERAL PROVISIONS

1. All terms, conditions, rules and regulations contained herein, together with such additions and amendments as may be hereafter adopted, are hereby designated as the "Wastewater Ordinance," hereinafter also referred to as the "Ordinance."
2. The principal objective of the Community Wastewater System is to provide safe and sanitary management of domestic sewage, permitted by the State of Vermont, under efficiently managed conditions, while supporting the following goals
 - Support the implementation of the Waitsfield Town Plan
 - Protect water quality in the Mad River and associated streams & wetlands.
 - Protect human health from failing septic systems and situations where septic systems are close to potable water sources.
 - Offset the economic hardships of replacing aging and/or failing private septic systems.
 - Expand opportunities for new market rate and affordable housing occupied on a year-round basis in the Town's designated growth centers.
 - Support the economic viability of Valley businesses.
 - Support the historic settlement pattern of concentrated villages surrounded by open countryside and forested mountains by providing critical infrastructure in Waitsfield Village and Irasville; and
 - Construct and operate an efficient 21st century wastewater system with an affordable user rate.

3. The Board shall review this Ordinance periodically, with recommendations from the Commission. In the event of conflict between the terms of this Ordinance and any other applicable regulation, bylaw, ordinance, or statute, the more restrictive terms shall apply.
4. As required by 24 VSA Chapter 59, this Ordinance is hereby designated a civil ordinance.
5. This Ordinance is adopted pursuant to the provisions of 24 V.S.A. Section 3625, in the manner provided in 24 V.S.A., Chapter 59, and shall not be construed as an abandonment or relinquishment of the authority or responsibility of the Board construct, maintain, operate, or repair a sewage system; take, purchase, and acquire real estate and easements necessary for its purposes; enter in and upon any land for the purpose of making surveys; and lay and connect pipes, stormwater management systems, and sewers as may be necessary to convey and treat stormwater runoff or sewage and dispose of sewage..
6. Appendix A is incorporated only to identify the Wastewater Service Area. Appendix B is a reference to a schedule adopted under Section 12 and is not effective as a rate or fee schedule until separately adopted and published as required by law. Appendix C states the current capacity-allocation policy and may be amended only through the procedure required by 24 V.S.A. § 3625 and this Ordinance

SECTION 4. DEFINITIONS

Unless specifically defined in this Ordinance, words and phrases used in this Ordinance shall have the following meaning:

"Accessory Dwelling" shall mean a separate, complete housekeeping unit that is contained within or attached to a single-family dwelling, Multi- Family Dwelling (Maximum Two Dwelling Units), or within an accessory building, in which the title is inseparable from the primary dwelling.

"Allocated Capacity" shall mean the flow resulting or projected to result from full use of a development at its build out capacity, for which a Final Approval and Capacity Allocation has been issued by the Commission or for which an approved Preliminary Approval and Capacity Allocation has been in effect for a period of one (1) year or more.

"Board" shall mean the Town of Waitsfield Selectboard.

"BOD₅" (*denoting Biochemical Oxygen Demand*) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at 20° Centigrade, expressed in milligrams per liter.

"Building Drain" shall mean that part of the lowest horizontal piping of a drainage system, which receives the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys it through the building wall to the Building Sewer. The Building Drain extends five feet beyond the outer face of the building wall.

"Building Sewer" shall mean that part of the sewage system which receives the sewage from the Building Drain and conveys it to the nearest end of the House Connection.

"Change of Use" shall mean any change of service in an existing building or other change of use which the Commission determines will result in greater disposal of wastewater.

"Cluster System" shall mean an on-site wastewater disposal system serving two (2) or more properties.

"Completed Construction" shall mean (1) for building development, completion of construction of all foundations, framing, siding, and roofs; (2) for subdivision development, completion of infrastructure and subdivision improvements.

"Community Wastewater System or Facilities" shall mean all municipal facilities for collecting, pumping, treating, and disposing of Sewage and is controlled, owned, and operated by the Town of Waitsfield. The Community Wastewater System or Facilities are also known as the Public Sewer System.

"Connection Fee" shall mean the financial amount due, as determined by the Commission, that is imposed on an Owner for a Preliminary or Final Capacity Allocation.

"Debt Service Charge" shall mean the share of the cost of total Sewer debt which is due within the fiscal period, as set forth in the Schedule of User Charges and Fees.

"Department" shall mean the Vermont Department of Environmental Conservation.

"Development" shall mean the construction of improvements on a tract of land for any purpose, including, but not limited to, residential, commercial, industrial, manufacturing, farming, educational, medical, charitable, civic, recreational, religious uses, subdivisions, and the intent to subdivide.

"Dwelling" shall mean one or more rooms designed, occupied or intended for occupancy as separate living quarters with cooking, sleeping and sanitary facilities provided within the dwelling unit for the exclusive use of a single family maintaining a household. The term "dwelling unit" shall not include guest accommodations provided by a hotel, motel, boarding house, short term rental or similar structure. Each dwelling unit shall constitute a separate unit for purposes of calculating density.

"FOG" shall mean Fat, Oil and Grease.

"Garbage" shall mean solid wastes from the domestic and commercial preparation, cooking and dispensing of food, and from the handling, storage, and sale of produce.

"Gravity sewer pipe" shall mean an underground conduit that transports wastewater by natural gravitational flow, without the need for mechanical pumps or artificial pressure.

"Home business" shall mean a business or home occupation, as defined in the Waitsfield Zoning Bylaws.

"House Connection" shall mean that part of the Sewage Treatment System that runs from the Building Sewer to the Main Sewer.

"Industrial Wastes" shall mean the liquid waste from an industrial manufacturing process, trade or business. Industrial wastes do not include sanitary sewage. "Initiate Construction" shall mean:

For building development; the completion of the foundation.

For subdivision development; substantial commencement of any site improvement(s) pursuant to the approved subdivision and infrastructure plans.

"Low Pressure Sewer" shall mean the sewer pipe that receives the effluent from a septic tank effluent pump system and transports the pressurized wastewater to an unpressurized sewer structure such as a gravity sewer, an open tank, or a force main.

"Main Sewer" shall mean the low-pressure sewers laid longitudinally along the center line or other part of the streets or other rights-of-way and which all owners or abutting properties have equal rights, and which is controlled by public authority.

"Municipality " shall mean the Town of Waitsfield, Vermont.

"Natural Outlet" shall mean any outlet into a watercourse, pond, ditch, lake or other body of surface or groundwater.

"Nonresidential" shall mean any purpose other than a dwelling designed or used for people to live in.

"On-Site Sewage Treatment and Disposal System" or "On-Site Wastewater Treatment and Disposal System" shall mean a septic tank and leaching field system, or an alternative technology system, utilizing natural soil to treat and disperse Sewage effluent in such a manner as to protect public health, and both groundwater and surface water from contamination.

"Operations and Maintenance Charge" shall mean the share of the costs to operate and maintain the system, which may include the establishment of a Dedicated Fund, as set forth in the Schedule of User Charges and Fees.

"Overage Charge" shall mean an additional fee billed when customer usage exceeds a designated, allotted volume

"Owner" shall mean any person, who owns or possess any property connected to the municipal wastewater collection system or proposes to connect to the municipal wastewater system as an Applicant.

"Permittee" shall mean a person, business, or organization that has been issued a preliminary or final approval and allocation permit,

"Permitted Capacity" shall mean the total allowable discharge capacity of the Wastewater System as determined by applicable permits issued by the State of Vermont.

"Person" shall mean any individual, firm, company, association, society, corporation, institution, partnership, group, governmental entity or other entity.

"pH" shall mean the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.

"Private Wastewater System or Facilities" shall mean all facilities for collecting, pumping, treating, and disposing of wastewater that is not owned or operated by the Town of Waitsfield.

"Public sewer system" shall mean centralized, municipally owned, and managed network of underground pipes and facilities designed to collect, transport, and treat wastewater from residential, commercial, and industrial properties.

“Residential” shall mean a dwelling designed or used for people to live in, rather than for business, commercial, or industrial purposes

“Residential Unit” – A residential Unit capacity is calculated at 210 gpd based on the Vermont ANR Indirect Discharge Rules.

"Reasonable access" shall mean giving advance notice (often 24 to 48 hours) and scheduling visits during standard business hours.

“Sanitary Sewer” shall mean a sewer/house connection which carries Sewage and to which storm, surface, and ground waters are not admitted.

“Sanitary Wastewater” shall mean wastewater of the same character and range of strength as expected from residential uses including but not limited to homes, apartments and mobile homes.

“Secretary” shall mean the Secretary of the Agency of Natural Resources of the State of Vermont or her/his representatives.

“Sewage” or “Wastewater” shall mean a combination of the water-carried wastes, or wastewater, from residences, non-residential uses, institutions, and industrial establishments. The word

“Sewage” shall be synonymous with the word “wastewater.”

“Sewage Treatment System” shall mean any arrangement of devices and structures used for treating sewage

“Sewage Works” shall mean all facilities for collecting, pumping, treating, and disposing of sewage.

“Sewer” shall mean a pipe or conduit, including manholes, for carrying sewage.

“Sewer Connection Fee” shall mean the financial amount owed and due, as determined by the Commission, charged to property owners for the benefit of connecting to the municipal wastewater system.

“Sewers” shall mean the Sewage collection and transmission system owned by the Town of Waitsfield. The Sewage collection system may include house connections, STEP systems, Wastewaters, force mains, pump stations, Main Sewers, and low-pressure Sewers.

“Shall” is mandatory; “may” is permissive.

“Short Term Rental (STR)” a furnished house, condominium, or dwelling unit (or portion thereof) rented to the, traveling, or vacationing public for fewer than 30 consecutive days and for more than 14 days per calendar year.

“Slug” shall mean any discharge of water, Sewage, or Industrial Waste which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than fifteen (15) minutes, more than five (5) times the average twenty-four (24) hour concentration or flows during normal operation.

“Storm Drain” shall mean a sewer which carries storm and surface waters and drainage but excludes Sewage and Industrial Wastes.

“Stormwater” shall mean 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 waters of the State of Vermont or the United States by a stormwater treatment, management or conveyance system, together with any material that becomes dissolved or suspended in such water during overland flow.

“Subdivision” shall mean a tract of land, which has been divided or is intended to be divided into two (2) or more lots for any purpose, in accordance with the Town’s current Land Use and Development or Subdivision Regulations.

“Subsurface Sewage Disposal System” shall mean any Sewage treatment system whereby the septic tank or System effluent is leached into the ground by subsurface disposal or spray disposal.

“Suspended Solids” shall mean solids that either float on the surface of, or are in suspension in water, sewage or other liquids, and which are removable by laboratory filtering.

“System” shall mean the municipal wastewater treatment system owned and maintained by the Town of Waitsfield.

“Town” shall mean the Town of Waitsfield, Vermont.

“Town Reserve Capacity” shall mean the portion of the Permitted Capacity of the System “set aside” by the Selectboard in Appendix B of the Community Wastewater Capacity Allocation Policy.

“Toxic pollutants” shall mean high strength wastes (i.e., regular, meaning at least three days in a seven-day period, discharge of Sewage of greater than 200 mg/L of BOD

“Uncommitted Reserve Capacity” shall mean the portion of the Permitted Capacity remaining after subtracting from the Permitted Capacity of the System: (1) Town Reserve Capacity, (2) the wastewater flow of all projects approved by the Board but not yet discharging to the System (3) the wastewater flow of projects approved through Final Approval and Capacity Allocation, and (4) the wastewater flow of projects for which an approved Preliminary Approval and Capacity Allocation has been in effect for one (1) year or more.

“Wastewater Commission” (or “Commission”) shall mean members of the Waitsfield Water and Wastewater Commission as authorized by the Selectboard. “Wastewater Service Area” shall mean the areas of the Town of Waitsfield that are authorized to be served by the municipal wastewater system. The Service Area is depicted on the map entitled “Town of Waitsfield Wastewater Service Area” attached hereto as Appendix A.

“Wastewater Operator” shall mean an employee of the Town of Waitsfield, or a contracted consultant, who shall be designated by the Commission to operate and maintain the Community Wastewater facilities, oversee wastewater connections, and other activities stated within this Ordinance.

“Wastewater System” shall mean any piping, pumping, treatment or disposal system owned and/or operated by the Town of Waitsfield used for the conveyance, treatment and disposal of domestic, commercial or industrial waterborne wastes.

“Watercourse” shall mean a channel in which a flow of water occurs, either continuously or intermittently.

SECTION 5. ABBREVIATIONS

For the purposes of this Ordinance, the following abbreviations shall have the meaning set forth below.

References to standards of organizations included herein shall refer to the most recent edition or publication.

ANSI shall mean American National Standards Institute.

ASCE shall mean the American Society of Civil Engineers.

ASME shall mean American Society of Mechanical Engineers.

ASTM shall mean American Society for Testing and Materials.

AWWA shall mean American Water Works Association.

CS shall mean Commercial Standards.

Degrees C shall mean degrees Centigrade.

Degrees F shall mean degrees Fahrenheit.

gpd shall mean gallons per day.

IDP shall mean Indirect Discharge Permit

LPS shall mean Low Pressure Sewer.

mg/l shall mean milligrams per liter. 1 mg/l equals 1 ppm.

ppm shall mean parts per million. 1 ppm equals 1 mg/l

STEG shall mean Septic Tank Effluent Gravity System.

STEP shall mean Septic Tank Effluent Pump System.

WEF shall mean Water Environment Federation

ARTICLE 2 - USE OF THE WASTEWATER SYSTEM

SECTION 6. UNLAWFUL ACTS: COMPLIANCE WITH REGULATIONS REQUIRED

1. **Unlawful discharges prohibited.** It is unlawful for any Person to place, deposit or permit to be placed or deposited, upon public or private property within the Town, or in any area under the jurisdiction of the Town, any human excrement, garbage, Sewage, or other objectionable waste, except through a Public Sewer System or other approved waste disposal or management system.
2. **Treatment required.** It is unlawful to discharge to any Natural Outlet within the Town, or in any area under the jurisdiction of the Town, any sewage or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this chapter and the laws of the State of Vermont.
3. **Private wastewater systems:** Compliance with applicable federal, state, and local regulations pertaining to private wastewater systems is required. The type, capacities, location, and layout of any Private Wastewater System shall comply with all mandates of the State of Vermont, including, but not limited to those regarding wastewater

treatment and disposal by individual on-site systems, and all other applicable federal, state and local regulations. No septic tank, cesspool, mound system or sewage leach field shall be permitted to discharge to any Natural Outlet. The owner shall operate and maintain the Private Wastewater System in a safe and sanitary manner at all times, at no expense to the Town.

SECTION 7. CONNECTION TO MUNICIPAL WASTEWATER SYSTEM

1. **Commission established.** The Town of Waitsfield owns and operates a municipal wastewater treatment system (the “Community Wastewater System” or “System”), being also a sewage treatment or disposal plant, and a sewage collection and transmission system (“Sewers”), all as defined in 24 V.S.A. Section 3601. The System has a Permitted Capacity and is operated in accordance with permits issued by the Vermont Department of Environmental Conservation (Department). The Selectboard (“Board”) is charged with supervision of the System and making or establishing all needed rates for rent and rules for control and operation of the System and has authorized to and delegated said authority to a separate Board of Commissioners (the “Commission”), pursuant to 24 V.S.A. §§ 3602- 3603. The Board and the Commission are obligated by law to comply with the conditions of said permits issued by the Department.
2. **Service area established.** The boundaries of the Wastewater Service Area (Service Area) are depicted on the map entitled “Town of Waitsfield Wastewater Service Area” attached hereto as Appendix A, and as maintained by the Commission.
3. **Existing private wastewater systems.** Within the Service Area boundaries, any private on-site sewage system lawfully operating as of the Effective Date of this Ordinance, including any system serving multiple properties (Cluster System), may continue to be so operated.
4. **New and replacement of failed private wastewater systems.** Within the Service Area boundaries, a properly permitted new or replacement On-Site Sewage Treatment and Disposal System or Cluster System may be constructed, provided the system
 - a. Is not located in the floodplain
 - b. Is not located in the river corridor
 - c. Is located within the property's Vermont wastewater setbacks
 - d. Is not overlapped by an existing well shield
 - e. Receives an applicable State permit.
5. **Connection to Water System.** Any Owner of a parcel of land located wholly or partially within the Wastewater Service Area boundaries who wishes to connect to the Community Wastewater System must also be connected to the Community Water System.
6. **Owner Fees and Costs Prior to System Construction.**

- a. Any Owner who applies for and receives a Final Approval and Capacity Allocation for connection to the System prior to the date of the contract for initial construction being awarded will not be required to pay a Sewer Connection Fee and will not be responsible for payment or the physical construction of its Building Sewer, House Connection, or the municipal sewer extension, as otherwise required under Subsection (8), below.
- b. Any Owner who applies for and receives approval for a Final Approval and Capacity Allocation for connection to the System after the date of initial construction and operation of the System must pay all applicable fees and charges, and is responsible for payment for physical construction of the Building Sewer and House Connection, as set forth in Subsection (8), below.

7. Design Flow Basis for Wastewater Capacity Allocation.

a. Flow determined by Vermont rules.

Daily flows into the Wastewater System from any connected or prospective use shall be established per the Design Flows specified in Subchapter 8, General Technical Standards for Wastewater Systems and Potable Water Supplies of the State of Vermont Agency of Natural Resources Department of Environmental Conservation Drinking Water and Groundwater Protection Division Environmental Protection Rules Chapter 1 Wastewater System and Potable Water Supply Rules Effective: November 6th, 2023, or as most recently amended (the “Rules”). Where a Design Flow for a connected or prospective use is not specified in the aforesaid Rules, the Town shall use the maximum daily demand in gpd for the use as estimated by the Town’s engineer or designer as the Design Flow.

b. Flows for residential users.

Notwithstanding the provisions of Section 7(a) above, the following flows shall be utilized as the allocated capacity for dwelling units operated by a single household unit within the service area.

<u>Dwelling - Number of Bedrooms</u>	<u>Allocated Capacity</u>
<u>Single Family Residence</u>	<u>1.0 Residential Unit</u>
<u>Studio or one-bedroom apartment</u>	0.6 Residential Units
<u>Two-bedroom apartment</u>	0.8 Residential Units
<u>3 or more bedroom apartment</u>	1.0 Residential Units

- i. Subdivision of a residential structure into separate dwelling units shall require assignment of a separate Allocated Capacity based on the number of bedrooms in the duly issued Zoning Permit, as set forth in the table above.

- ii. An accessory dwelling unit to a Single-Family Residence shall be assigned an Allocated Capacity based on the number of bedrooms in the duly issued Zoning Permit, as set forth in table 8(b)(i) above.
- iii. Allocated capacity for any structure utilized in whole or part for occupancy by more than one household unit, including but not limited to use as a rooming house, or other group quarters, shall be calculated using the provisions of the Vermont Rules as set forth under Section 7(a) above.
- iv. A dwelling meeting the definition of a short-term rental shall be assigned an allocated capacity based on the number of bedrooms and shall be calculated using the provisions of the Vermont Rules as set forth under Section 7(a) above.

SECTION 8. BUILDING SEWERS AND CONNECTIONS

1. **Unauthorized connection prohibited.** No unauthorized person shall uncover, make any connection(s) with or make any opening into, use, alter, or disturb in any manner any Community Wastewater System or appurtenance thereof without first obtaining a permit, in writing, from the Commission, and paying to the Town any fee required and imposed by the Town against the Owner.
2. **Costs of connection; Fees to be paid prior to connection**
 - a. All costs and expenses incidental to the installation, collection, maintenance, and repair of the Building Sewer shall be borne by the Owner of the property served or to be served.
 - b. The Owner shall indemnify and save harmless the Town, including but not limited to its board members, elected and appointed officials, administrators, managers, employees, volunteers and agents, from any and all loss or damage that may directly or indirectly be occasioned by any installation, connection, maintenance, repair of the Building Sewer or its connection to the Sewage Works (whether any work done was done by the Town or in accordance with its requirements).
 - c. However, as a part of the initial construction of its Sewage Works for the Service Area, the Town may, at its expense, initially construct a portion or the whole of any Building Sewer or House Connection to the extent and manner determined by the Board.
 - d. All applicable fees shall be paid in full to the Town prior to connection.
3. **Separate Building Sewers required.**
 - a. A separate and independent Building Sewer shall be provided for each building. Groupings of more than one (1) building on one (1) Building Sewer shall not be permitted; except where one building stands behind another and no Private Wastewater System is available or can be constructed to the rear building through an adjoining alley, court, yard, or driveway, the Building Sewer from the front building may be extended to the rear building.

- b. This requirement may be waived by the Board where the Commission finds that strict application of this policy is infeasible or if shared connections are in the best interest of the Town.
4. **Use of pre-existing Building Sewers.** Pre-existing Building Sewers may be used in connection with new buildings only when they are found, on examination and test by an engineer licensed to practice in the State of Vermont and submittal of a duly notarized statement to this effect, provided and paid for by the Owner, to meet all requirements of this Ordinance.
5. **Technical standards.** The size, slope, alignment, materials of construction of a Building Sewer, and the methods to be used in excavating, placing of the pipe, jointing, testing, and backfilling the trench, shall all conform to the requirements of the building and plumbing code or other applicable rules and regulations of the Town and State of Vermont. In the absence of code provisions or in amplification thereof, the materials and procedures set forth in appropriate specifications of the ASTM and WEF Manual of Practice No. 9 shall apply.
6. **Elevation.** Whenever possible, the Building Sewer shall be brought to the building at an elevation meeting the required standards for a gravity sewer pipe. In all buildings in which any Building Drain is too low to permit gravity flow to the System, Sewage carried by such Building Drain shall be lifted by an approved means and discharged to the Building Sewer.
7. **Clear water connections prohibited.** No connections of roof downspouts, foundation drains, areaway drains, basement sumps, or other sources of surface runoff or ground water shall be made to a Building Sewer or Building Drain which, in turn, is connected directly or indirectly to the System.
8. **Plumbing code applies.** The connection of the Building Sewer into the System shall conform to the requirements of the building and plumbing code or other applicable rules and regulations of the Town and State of Vermont, or the procedures set forth in appropriate specifications of the ASTM and WEC Manual of Practice No. 9. All such connections shall be made gastight and watertight and verified by proper testing. Any deviation from the prescribed procedures and materials must be approved by the Town before installation.
9. **Notification to Town; Inspection.** Prior to any connection of a Building Sewer to the System, the Town shall be given five (5) working days' notice in order that such work may be supervised or inspected by the Town's designee. All connections will be made during normal workday hours, and no connections may be allowed Saturday, Sunday, or legal holidays. If the Town has not been properly notified, the Town may at its discretion require the completed work to be uncovered for examination, inspection and/or testing and sampling, at the Owner's expense.

10. **Sewer clean-outs.** Clean outs shall be installed where the distance from the building to the Community Wastewater System is greater than one hundred (100) feet or where bends greater than forty-five (45) degrees are used in the Building Sewer, or as required by the State wastewater rules. Clean outs may be made by installing a “Y” and one-eighth (1/8) bends of the same diameter as the Building Sewer. The clean outs shall ordinarily be installed at the point of connection between the Building Sewer and the Building Drain, at curves on the Building Sewer and on the straight part of the Building Sewer. The clean out shall be brought up from the Building Sewer to four (4) inches (10.2 cm) below ground level to be properly capped. Locations of all clean outs shall be recorded on a plan and filed with the Town.
11. **Plumbing connections.** Before any portion of the existing plumbing system outside of the building is connected to the Building Sewer, the Owner shall demonstrate, to the satisfaction of the Town, that it is clean and conforms in every respect to this Ordinance and that all joints are watertight. The time frame for notification prior to inspection shall be as set forth in Subsection (9) above. Where pipe is installed for Building Sewers, such work shall be performed by a plumber licensed by the State of Vermont if required by State law.
12. **Pipe testing required.** The party responsible for the installation of the pipe shall apply appropriate tests to the pipes and shall remove or repair any defective materials when ordered to do so by the Town, at their own expense.
13. **Excavation protection and safe egress required.** All excavations for Building Sewer installation shall be adequately guarded with physical barricades and sufficient lights so as to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored to their prior condition in a manner satisfactory to the Town at the Owner’s sole cost and expense.

ARTICLE 3 - CAPACITY ALLOCATION

SECTION 9. ALLOCATION OF CAPACITY; TOWN RESERVE

1. **Town ownership of Town Reserve and Uncommitted Reserve Capacity.** The Town Reserve Capacity and Uncommitted Reserve Capacity of the System is the property of the Town of Waitsfield and shall be allocated pursuant to this ordinance.
2. **Town Reserve Capacity.** The Board shall designate a percent of the Permitted Capacity as Town Reserve, which shall not be allocated by the Commission.
3. **Uncommitted Reserve Capacity.**

The Commission shall allocate the Uncommitted Reserve Capacity on a first-come, first-served basis pursuant to the procedure described in Section 10, and subject to the following initial two-year allocation condition.

 - a. **Initial Two-Year Capacity Allocation.** For the first two years following the System becoming fully operational, allocations of the uncommitted reserve

capacity shall be distributed according to their designation as serving a structure that is either residential or nonresidential in use. Not more than 15% of the System's capacity that is not designated as Town Reserve may be allocated to applicants for nonresidential use structures. Up to 85% of the System's capacity that is not designated as Town Reserve shall be allocated to applicants for residential use structures.

b. Use of Town Reserve Capacity. If the Commission determines that capacity for either residential or nonresidential is or is nearing full allocation during the System's initial two years of full operation, it may petition the Board to designate an additional portion of the Town Reserve Capacity to meet the projected future need for either category of use, or both.

SECTION 10. CAPACITY ALLOCATION PROCEDURES

1. Preliminary Approval and Capacity Allocation

Owners of real property within the Service Area (also referred to herein as "Applicants") wishing to connect to the System shall apply to connect and for an allocation of system capacity on a form prescribed by the Town. The form shall require the Applicant to provide the following information:

- a. A description of the development to be served, including any current wastewater permit(s) for the property issued by the Department, and any current allocated capacity within the System.
- b. Calculation of the wastewater flow to be generated by the building, project or development.
- c. Calculation of the volume, flow rate, strength, infiltration/inflow, characteristics, and any additional information requested by the Town, in order to demonstrate compliance with this Ordinance.
- d. Unless waived by the Commission, certification of the above information by a Vermont registered Professional Engineer or a Vermont-licensed Wastewater System Designer.
- e. Plans and specifications for the construction of building sewers (i.e., from the buildings to house connections/main sewers) and any municipal sewer extensions, including pump stations, required to service the development/proposed connection. Such plans and specifications shall be prepared by a Vermont registered Professional Engineer or a Vermont-licensed Wastewater System Designer.
- f. Payment of all applicable fees as set forth in the most current Appendix B Schedule of Rates and Fees for the System.
- g. Additional information as determined by the Commission.

2. Findings required

Upon receipt of a complete application and supporting documents, and the payment of all required fees, the Commission may issue a Preliminary Approval and Capacity Allocation upon making affirmative findings as follows, except that if the

Preliminary Application is less than 500 gpd or 2 Residential Units, the Commission's Designated Authority may grant the Preliminary Approval and Capacity Allocation.

- a. The proposed wastewater is of domestic, sanitary origin and that there is sufficient Uncommitted Reserve Capacity to accommodate the volume and strength of the proposed connection; or
- b. The proposed wastewater is not of domestic sanitary origin, and that sufficient evidence has been presented by the Owner to demonstrate that the flow and character of the wastewater is compatible with the proper operation of the System; and that the proposed wastewater shall not alone or in combination with other wastes cause a violation of the Department's permit, pass through the System without treatment, interfere or otherwise disrupt the proper quality and disposal of System sludge, or be injurious in any other manner to the System; and that there is sufficient Uncommitted Reserve Capacity to accommodate the strength and volume of the proposed connection; and
- c. The proposed use of municipal wastewater capacity complies with the allocation procedures set forth in this Ordinance and is not in conflict with any other provisions adopted by the Commission.

3. Issuance of approval

The Commission or its designated authority, after making the approval findings above, shall issue a Preliminary Approval and Capacity Allocation, which approval shall be a binding commitment of capacity to the Applicant contingent upon compliance with any conditions attached thereto, and subsequent issuance of a Final Approval and Capacity Allocation. The Preliminary Approval and Capacity

Allocation conditions may include:

- a. Specification that the Preliminary Approval and Capacity Allocation shall remain valid for two (2) years from the date of the Board's approval.
 - i. The Commission may issue a time extension upon written request of the Applicant for a period of up to one (1) additional year, provided such request is received by the Town no less than thirty (30) days in advance of the expiration of the Preliminary Approval. Any such extension shall require payment of an additional fee as set forth in the most current Schedule of Rates and Fees.
 - ii. The maximum length of time per extension shall be one (1) year, with a maximum cumulative period of Preliminary Approval of four (4) total years during which the Preliminary Approval and Capacity Allocation shall be valid before reapplication is required.
 - iii. Any extension of a Preliminary Approval and Capacity Allocation beyond two (2) years of the original date of the Commission's approval shall require ongoing payment by the Applicant of the applicable Debt Service Charge portion of the User Fees, as set forth in Section 12.3, 12.4, and 12.5, commencing one (1) month after the date of issuance of the extension,

unless the Board waives or modifies the fees based on a determination of financial hardship pursuant to Section 10.9.

- b. Incorporation of specific conditions which must be fulfilled by the Applicant to maintain validity of the Preliminary Approval.
- c. Provision for revocation by the action of the Board upon failure of the Applicant to fulfill requirements of the Preliminary Approval.
- d. Specification that the recipient of the Preliminary Approval may not transfer, by any means, the Preliminary Approval to any other person or persons, and may not connect to the Sewer until Final Approval is granted.
- e. Specification that in the event of a material change in the original application, the Applicant must re-apply for Preliminary Approval, and the revised project shall be considered a new project.
- f. Notwithstanding the foregoing in this Subsection (5), the issuance of a Preliminary Approval shall not constitute a binding commitment of capacity to the Applicant and may be revoked by the Town before a Final Approval and Capacity Allocation is granted if Uncommitted Reserve Capacity ceases to be available for any reason.

4. Duration of approval.

A Preliminary Approval and Capacity Allocation shall, upon approval and payment of the associated fee(s), constitute a binding commitment of reserve capacity for a period of two (2) years from the date of approval by the Commission.

5. Application for Final Approval and Capacity Allocation.

Prior to Final Approval of Allocated Capacity, the Applicant shall provide the Commission with written demonstration of the following:

- a. Applicable local, State and Federal permits have been secured for the project;
- b. Plans and specifications for connection to and, if necessary, extension of the municipal sewers, meeting the conditions set forth in Section 10.3 above, have been submitted and are acceptable to the Board.
- c. All applicable fees as set forth in the most current Appendix B: Schedule of Rates and Fees have been paid in full to the Town.

6. Final Approval and Capacity Allocation.

- a. Final Approval and Capacity Allocation is an agreement between the Town and the Applicant. The Applicant who is issued the Final Approval does not own the capacity. The Applicant forfeits all rights to capacity if the conditions of the Final Approval are not met within the timeframes set forth herein.
- b. Unless waived or modified pursuant to Section 10.9, a Final Approval and Capacity Allocation shall require on-going payment by the Applicant of the Debt

Service Charge portion of the User Fees, as set forth in Sections 12.3, 12.4, and 12.5, commencing one (1) month after the date of issuance of the Final Approval and Capacity Allocation.

- c. The Commission, upon making affirmative findings that all conditions of the Preliminary Approval and all conditions of Section 10.5 have been met, if applicable, shall issue the Final Approval and Capacity Allocation, which may be conditioned as follows:
 - 1. Specification of the allowed volume, flow rate, strength frequency and any other characteristics of the proposed discharge
 - 2. Incorporation of specific conditions which must be fulfilled by the Applicant to maintain the validity of the Final Approval.
 - 3. Provision that construction of the House Connection and, if necessary, the extension of the Sewers, must be overseen by the Town to assure compliance with the approved plans and specifications and with good construction practice, in a manner acceptable to the Commission.
 - 4. Provision that the Applicant shall be responsible to schedule and pay for the physical construction of its Building Sewer, House Connection, and if necessary, the extension of the System, unless explicitly provided otherwise by the Commission.
 - 5. Provision for revocation by the action of the Commission upon the discovery of any misrepresentation by the Applicant or any failure of the Applicant to fulfill requirements of the Final Approval.
 - 6. Provision that any Final Approval and Capacity Allocation in conjunction with issuance of a zoning permit by the Town of Waitsfield shall revert to the Town if the Applicant has failed to initiate construction within two (2) years of the date of the Final Approval and Capacity Allocation, as further set forth under Section 10.8.c, below.

7. Expiration and Extension of Final Approval and Capacity Allocation

- a. Unless otherwise amended or extended by the Commission pursuant to this Ordinance, a Final Approval and Capacity Allocation shall expire two (2) years from the date of issuance if the Development for which the Final Approval was obtained has not connected to, or is not yet discharging Sewage into, the System.
- b. The Commission may extend the expiration date of the Final Approval and Capacity Allocation, upon written request of the request of the Applicant, for a period of up to one (1) additional year, provided such request is received by the Town no less than thirty (30) days in advance of the expiration of the Final Approval and Capacity Allocation. The maximum length of time per extension is one (1) year, with a maximum cumulative total of two (2) years, i.e. a maximum of two (2), one-year extensions, during which the Final Approval and Capacity Allocation shall be valid before re-application is required. Each extension shall require payment of an additional fee as set forth in the most current Schedule of Rates and Fees.
- c. Notwithstanding the foregoing, the Commission may extend the expiration date of the Final Approval and Capacity Allocation for a longer period upon written findings that this action is in the best interest of the Town. Such extensions may be granted based on

factors and circumstances including, but not limited to, an appeal of the Development Review Board or other land use permit necessary for construction of the associated project, the amount of capacity requested, the timing and phasing of construction, the amount of Uncommitted Reserve Capacity available, and the benefit of the Development to the Town.

- d. If a Final Approval and Capacity Allocation expires after two (2) years, or after any extension of time approved by the Commission, whichever is longer, the unused portion of the Capacity Allocation at the time of expiration shall revert to the Town and become part of the Uncommitted Reserve Capacity, and there shall be no refund of allocation, permit, or other fees paid.

9. Allowance for financial hardship.

The payment of system use or other fees pursuant to this Section may be extended or waived by the Board if the Owner demonstrates an inability to pay the associated fees due to circumstances beyond the Applicant's control, such as a unique unanticipated event that has rendered the Applicant temporarily unable to pay or a natural disaster. The Applicant may file its request in writing to the Board for Board consideration and action.

10. Amendment of Preliminary or Final Capacity Allocation and Approval

Any Applicant may, at any time, make an application to the Commission to issue a revised Preliminary or Final Approval and Capacity Allocation. Any such revised applications shall be made in conjunction with an application for approval or amendment of an approval under all applicable local, State, and Federal bylaws and regulations, subject to the following limitations:

- a. Requested modifications generally shall be in keeping with the nature of the proposed uses and intensity of development in the original application and shall not involve materially significant changes. If the Commission finds that the modifications are not in keeping with the original application, they shall require the Permittee to submit a new application.
- b. Any request to increase the Capacity Allocation by more than the greater of five percent (5%) or two hundred ten (210) gpd shall require a new application.
- c. The Commission may, at its sole and absolute discretion, determine that an application for revision constitutes a materially changed application, and require the Applicant to submit a new application for Preliminary Approval and Capacity Allocation. Such determination shall not invalidate a pending or issued Preliminary or Final Approval unless the underlying application is withdrawn by the Applicant.
- d. If the Commission approves a revised Preliminary or Final Approval and Capacity Allocation, the Commission may issue a revised Capacity Allocation with a reduced or increased capacity allocation determined in accordance with the procedures set forth in this Ordinance. Where a reduced Capacity Allocation is granted, any unused capacity from the original approval shall become part of the Town's Uncommitted Reserve Capacity. The original Preliminary or Final Approval and Capacity Allocation date is maintained when a revised Preliminary or Final Approval and Capacity Allocation is permitted.

11. Recording of Approval.

A Final Approval and Capacity Allocation shall be recorded in the land records of the Town, along with evidence or a statement from the Town indicating all fees have paid, and with reference to the location where approved plans and specifications are filed.

SECTION 11. TRANSFER OF CAPACITY ALLOCATION; SUBDIVISIONS

1. Preliminary and Final Approval and Capacity Allocations are non-transferable.

Except as provided under Section 11.2 and Section 11.3 below, Preliminary or Final Capacity Allocation shall not be transferable to any other person, property or project. Transfer of a Capacity Allocation shall require submittal of a new application and approval by the Commission.

2. Final Approval and Capacity Allocation transfer in Subdivisions.

- a. Any Applicant for a Final Approval and Capacity Allocation for a Subdivision must indicate the Development planned for each lot and the permits to be issued by the Town of Waitsfield.
- b. If all prerequisites defined for Final Approval and Capacity Allocation herein are met, approval shall be issued to the Subdivision Owner for each lot, and a specific Capacity Allocation shall be associated with the proposed Development.
- c. In the event a lot in a Subdivision benefited by a Final Approval and Capacity Allocation is sold or transferred, the portion of the Final Approval and Capacity Allocation attributable to the lot shall transfer when the property transfers. At such time, the Owner of said lot becomes bound to comply with all permits issued and the plans and specifications for connecting to the System.
- d. Any Final Approval and Capacity Allocation so transferred shall be considered a new Final Approval and Capacity Allocation, and it shall be deemed to be issued on the date of the property transfer or sale. Such Final Approval and Capacity Allocation shall expire two(2) years from the date of issuance unless the Applicant has sold or otherwise conveyed the lot for Development or has completed construction in accordance with the approved plan. If the Applicant has sold or otherwise conveyed the lot for Development, then the Final Approval for that lot shall expire two (2) years after the date of sale or conveyance to the first new owner other than the Applicant, assuming the Final Approval and Capacity Allocation has still not been used by the subdivided lot that was originally allocated the capacity.

3. Expiration: capacity reverts to Town upon expiration.

- a. The expiration of a Final Capacity Allocation at two (2) years from the original date of issuance shall not be modified by any revisions to the Subdivision or Development plan subsequent to the Preliminary Approval.
- b. Any reserve capacity allotted to lots that are unsold or on which building construction has not been completed at the time of expiration shall revert to the Town, without refund of any fees paid, and become part of the Uncommitted Reserve Capacity.

ARTICLE 4 - USER CHARGES and FUND MANAGEMENT

SECTION 12. USER CHARGES and FEES

1. Authority to Establish User Charges and Fees

- a. The Commission shall have the authority to establish reasonable charges (also known as rents, rates, or sewage disposal charges) through a User Charge System for the purpose of producing adequate revenues to cover the costs of construction, operation, and maintenance of the Sewers and the System.
- b. The Commission also shall have the authority to establish a schedule of fees, including but not limited to fees for applications for System Connection and Capacity Allocation; application for extension or revision; application for transfer of capacity allocation; and connection to the municipal wastewater system.
- c. A Schedule of User Charges and Fees shall be adopted by Resolution of the Commission at a duly warned public meeting after providing the public with an opportunity to be heard. User Charges and Fees may be adjusted annually by Resolution of the Commission.

2. Sewer Connection Fee.

- a. For new connections to the System, the Commission may set a Sewer Connection Fee in an amount determined by Resolution from time to time. Any such fee shall be included in the Schedule of Fees and shall be paid in full prior to any new connection to the System.
- b. Properties connecting to the System at the time of the System's initial construction shall be exempt from payment of a Sewer Connection Fee.
- c. Upon receipt of a written request, the Board has the authority to reduce or waive the Sewer Connection Fee for affordable housing as defined in 24 VSA §4303, and for any other use for which the Board determines that reduction or waiver of the Sewer Connection Fee is in the public interest, including consideration of such factors, such as, the amount of fee waiver or reduction requested, the timing of connection, and the benefit of connection to the Town.

3. Basis for User Charges.

- a. User Charges shall be based on an annual estimate by the Commission of the projected annual cost of operations and maintenance, and repayment of any bonded indebtedness related to construction of the System, as further described under Section 12.5.
- b. The Commission may adjust User Charges annually to ensure that charges remain equitable and revenue is sufficient to cover such costs, either during a year or from year to year.

4. Determination of User Charges for Allocated Capacity

- a. The Commission shall impose a quarterly charge per gallon of Allocated Capacity assigned to each System user per the user's individual Final Approval and Capacity Allocation, as determined in Section 10.6 of this Ordinance and maintained by the Town, or as set forth in a Preliminary Approval and Capacity Allocation, if Final Approval has not yet occurred.

- b. The total Allocated Capacity of the System shall be the sum of all specifically Allocated Capacity, including allocations granted through:
 - i. Permits issued to connected users of the System; and
 - ii. Capacity reserved through issuance of a Preliminary Approval and Capacity Allocation for one (1) year or more; and
 - iii. Capacity reserved through issuance of a Final Approval and Capacity Allocation.

5. Debt Service, Operations and Maintenance and Overage Charges.

The User Charge System may consist of three components: a debt service charge, an operations and maintenance charge and an overage charge

- a. Debt Service Charge
 - i. The Debt Service Charge shall be based on the share of the cost of total Sewer indebtedness which is due within the fiscal period as set forth in the Schedule of User Charges and Fees.
- b. Operations and Maintenance Charge.
 - i. The Operations and Maintenance Charge shall be based on the share of the costs to operate and maintain the system.
 - ii. The Operations and Maintenance Charge shall be based on a yearly estimate by the Commission of the projected annual costs to operate and maintain the System, including but not limited to costs for contract operations, permit compliance, regular maintenance, utilities, materials, inspections, or legal and professional services.
 - iii. If a Dedicated Fund has been established pursuant to Section 13 below, the Commission may at its discretion allocate all or a portion of an annual contribution to the Dedicated Fund to the total annual estimated cost on which the Operations and Maintenance Charge is based.
- c. Overage Charges
 - i. Sewer overage charges shall be based on the water meter records for water use that goes above a quarterly allowance per each capacity allocation.

6. Monitoring Final Flows, Adjustments to Fees and Change in Discharge

- a. When a project that has received a Final Sewer Allocation has been completed and online for at least one year, the Town shall monitor its actual water flows and determine the actual average daily flow. This will be compared with the estimated Development Wastewater Flow on which the allocation was based, and the capacity allocated to the project.
- b. If the actual average daily flow exceeds the allocation by an amount greater than 5%, the Permittee shall apply for an allocation equal to the difference and shall pay the standard allocation fee assessed by the Town at that time.
- c. Any Person proposing a change of use, a new discharge into the System, a modification to the Building Sewer Line or other Private Wastewater Facilities, or a change in the volume or character of the Sewage that is being discharged into the System shall notify the Town and may be required to submit new or amended applications and fees for such change in Sewage discharge into the

System. No connection, modification or change in the volume or character of the Sewage that is being discharged into the System shall be made without written approval from the Town.

SECTION 13. DEDICATED FUND FOR MAJOR EXPENSES

1. **Dedicated fund authorized.** A separate dedicated fund and associated accounts (i.e., a reserve fund) is authorized and may be utilized for major rehabilitation, major maintenance, emergency repairs, upgrade expenditures associated with the System, and/or other purposes as identified by the Board (the “Dedicated Fund”). The establishment of such a Dedicated Fund and associated accounts shall be done through a written policy adopted by the Board, and any such fund shall be established and maintained in accordance with 24 V.S.A. § 3617 and 24 V.S.A. § 2804.
2. **Required content of a dedicated fund policy.** Prior to depositing funds in any Dedicated Fund, the Board shall enact a policy, which shall contain at least the following:
 - a. identification of the major rehabilitation, major maintenance, upgrading needs anticipated, and/or other purpose as identified by the Board;
 - b. estimated expenditures and estimated year of expenditure,
 - c. the type of account used to accumulate the dedicated funds,
 - d. estimated payment amount(s) and sources of funding, and
 - e. estimated time payments are to stop.
3. **Authority of the Board.** The Board shall have the authority to increase, decrease, stop and / or maintain regular deposits to the Dedicated Fund.
4. **Withdrawals from the Dedicated Fund.** The Board shall have the authority to withdraw amounts from the Dedicated Fund only for a purpose for which the fund was established. However, when Dedicated Fund assets are not disbursed fully for the expenditures for which the fund was established, excess money shall remain available in the Dedicated Fund for other future related expenditures similar in nature.

SECTION 14. APPLICABILITY OF CHARGES; BILLING

1. Applicability of Charges.

- a. The User Charges (Debt Service, Operations and Maintenance, and Overage) shall be applicable to:
 - i. All connected users of the System.
 - ii. All properties owned and operated by the Town that are connected to the System shall be subject to the User Charges established in this Ordinance.
- b. The Debt Service Charge portion of the User Charge shall be applicable to:
 - i. All holders of a Preliminary Approval and Capacity Allocation for two (2) years or more, as of the date of approval, per Section 10.5.a.3 of this Ordinance.

- ii. All holders of a Final Approval and Capacity Allocation, as of the date of approval, per Section 10.7.b of this Ordinance.
- c. The Town shall be responsible for payment of the User Charges applicable to:
 - i. Properties owned and operated by the Town connected to the System, based on the properties' Allocated Capacity;
 - ii. Town Reserve Capacity;
 - iii. Capacity reserved through issuance of a Preliminary Approval and Capacity Allocation for a period of less than two (2) years; and
 - iv. Uncommitted Reserve Capacity.
- d. In the event the Board has waived or modified User Charges applicable to a Preliminary or Final Approval and Capacity Allocation under Section 10.9, the Town shall be responsible for payment of the unpaid share of User Charges associated therewith.

2. Surcharges for High Strength Waste

- a. Users that discharge any toxic pollutants or other detrimental or potentially damaging Sewage to the System shall be required to pay a surcharge directly related to the anticipated costs to be incurred by the Town to manage the abnormal wastes including management of both the liquid effluent and wasted sludge portions of such high strength wastes.
- b. This section shall not be construed as to create a right to such discharge.
- c. The Commission shall adopt a surcharge system and policy for handling abnormal wastes at such time as the need develops. The surcharge system shall use the parameter of 200 mg/L of BOD₅ as a comparative base.
- d. Nothing in this section shall exempt a user from compliance with other conditions or requirements for use of the System imposed pursuant to this Ordinance.

3. Use of Excess Revenues. Excess Operations and Maintenance Charge or Debt Service Charge revenues, or other excess income, may be annually placed into the Dedicated Fund, or otherwise applied to reduce the Debt Service Charge or Operations and Maintenance Charge, as determined by the Board, upon recommendation of the Commission.

4. Payment of Charges; delinquency; billing

- a. **Billing frequency.** User Charges shall be invoiced no less than quarterly by the Town. User Charges shall be payable on or before the thirtieth (30th) day following the date of the invoice, or a later date as shown on the invoice.
- b. **Penalty for late payment.** In the event that such charge is not paid when due, a penalty of one percent (1.5%) per month shall be added to the total amount due.
- c. **Delinquency.**
 - i. If any account remains delinquent after thirty days, the Board may take any action that is consistent with the provisions of 24 V.S.A. Chapter 129, Uniform Water and Sewer Disconnect, as presently constituted and as amended from time to time, to obtain payment of delinquent charges or to discontinue all services.

- ii. Such charges shall be a lien upon the real estate under 32 V.S.A. § 5061 and may be enforceable and collected in the same manner and to the same effect as taxes are a lien on real estate are collected as provided in 24 V.S.A. § 3614 and 5151
 - d. **User Charges for new connections.** New sewer connections made during a billing period shall be billed on the following basis:
 - i. Debt Service Charges for the entire billing period in which the connection occurs, regardless of date of hookup within the period;
 - ii. Operations and Maintenance Charges pro-rated for the period from the date of hookup to the end of the billing period.
5. **Owners' responsibility for payment; assignment of billing.** All User Charges and other applicable fees will be billed to the owner of record of the building or buildings served by the System, unless the owner of record provides written documentation to the Town accepting responsibility for payment but identifying other person(s) for receipt of billings.

ARTICLE 5 - USE OF THE PUBLIC SEWER

SECTION 15. WASTE RESTRICTIONS

1. **Prohibited discharges to sanitary sewers.** No person shall discharge or cause or allow to be discharged any Stormwater, surface water, ground water, roof runoff, subsurface drainage, uncontaminated cooling water, or industrial waste to any Sanitary Sewer.
2. **Dilution prohibited.** It shall be illegal to meet requirements of this Sewer Ordinance by diluting wastes in lieu of proper pretreatment.
3. **Discharge of certain waters or wastes prohibited.** No person shall discharge or cause or allow to be discharged any of the following described waters or wastes to any public sewer(s) or sewage works:
 - a. Any gasoline, benzene, naptha, fuel oil, or other flammable or explosive liquid, solid, or gas.
 - b. Any waters or wastes containing toxic or poisonous solids, liquids, or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any waste treatment process, constitute a hazard to humans or animals, create a public nuisance, create any hazard in the receiving waters of the System.
 - c. Any waters or wastes having a pH lower than five point five (5.5) or higher than nine (9), or having any corrosive property capable of causing damage or hazards to structures, equipment, or personnel operating or maintaining the System.
 - d. Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in Sewers, or other interference with the

proper operation of the sewage works such as, but not limited to, ashes, bones, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, garbage, whole blood, paunch manure, hair and fleshings, entrails, flushable wipes, paper dishes, cups, or milk containers, either whole or ground by garbage grinders.

e. Any wastewater containing toxic pollutants in sufficient quantity, either single or by interaction with other pollutants, to injure, pass through, or cause interference with any sewage treatment process, constitute a hazard to humans or animals, or create a toxic effect in the receiving waters of the System.

f. Any noxious or malodorous liquids, gases, or solids which either singly or by interaction with other wastes are sufficient to create a public nuisance or hazard to life or sufficient to prevent entry into the Sewers for maintenance and repair. For the purposes of this paragraph, an odor shall be considered as creating a public nuisance when it exists at a sufficient intensity or duration to cause residents within 500 feet of the source of the odor to file complaints to the Town.

g. Any substance which will cause the System to violate its State Disposal System Permit or the receiving water quality standards.

h. Water sufficiently hot to cause the influent at the Sewers to exceed one hundred four (104) degrees F (forty (40) degrees C) or cause inhibition of the System.

i. Quantities of flow, concentrations or both constitute a "Slug" as defined herein.

j. Any wastewater containing any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the Town in compliance with applicable State or Federal regulations.

k. Any wastewater which causes a hazard to human life as defined by the Environmental Protection Agency, or which creates a public nuisance.

l. Wastes from the preparation, cooking, and dispensing of food that have been shredded. The installation of any garbage grinder shall not be permitted.

4. **Discharge of certain substances prohibited.** The following described substances, materials, waters or waste shall be limited in discharges to the System to concentrations or qualities which will not harm either the System and its sewage treatment process or equipment, and will not have an adverse effect on the receiving waters and/or will not otherwise endanger lives, limb, public property or constitute a nuisance. The Commission may set limitations lower than the limitation established in these regulations if more active limitations are necessary to meet the above objectives. In determining such limitations, the Commission will give consideration to such factors as the quantity of subject waste in relation to flows and velocities in the Sewers, materials and

construction of the System and its sewage works, degree of treatability of the waste in the System, prevailing State and Federal regulations, and other pertinent factors. The limitations or restrictions on materials or characteristics of substances, materials, waters, waste or wastewaters discharged into the System which shall not be violated without approval of the Commission are as follows:

- a. Any liquid or vapor having a temperature higher than one hundred fifty (150) degrees F (sixty-five (65) degrees C).
- b. Any water or wastes containing fats, wax, grease, or oils whether emulsified or not, in excess of twenty-five (25) mg/l or containing substances which may solidify or become viscous at temperatures between thirty-two (32) and one hundred fifty (150) degrees F (zero (0) and sixty-five (65) degrees C).
- c. Any waters or wastes containing strong acid iron pickling wastes, or concentrated plating solutions whether neutralized or not.
- d. Any waters or wastes containing iron, chromium, copper, zinc, and similar objectionable toxic substances, or wastes exerting an excessive chlorine requirement, to such degree that any such material received in the composite Sewage at the System's disposal field exceeds the limits established by the Board for such materials
- e. Any waters or wastes containing phenols or other taste or odor producing substances, in such concentrations exceeding limits which may be established by the Board as necessary, after treatment of the composite sewage to meet the requirements of the State, Federal, or other public agencies having jurisdiction for such discharge to the receiving waters.
- f. Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the Board in compliance with applicable State or Federal regulations.
- g. Any waters or wastes having a pH in excess of 9.0.
- h. Materials which exert or cause:
- i. Unusual concentrations of inert suspended solids (such as, but not limited to, Fullers earth, lime slurries, and lime residues) or of dissolved solids (such as, but not limited to, sodium chloride and sodium sulfate).
 - ii. Excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions).
 - iii. Unusual BOD, chemical oxygen demand, or chlorine requirements in such quantities as to constitute a significant load on the System, or that cause provisions of the discharge permit to be exceeded.
 - iv. Unusual volume of flow or concentration of wastes constituting "Slugs" as defined herein.

i. Waters or wastes containing substances which are not amenable to treatment or reduction by the sewage treatment process employed, or which are amenable to treatment only to such degree that the System effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.

5. Authority of Commission to reject wastes or impose additional controls.

If any waters or wastes are discharged, or are proposed to be discharged to the System, which waters contain the substances or possess the characteristics enumerated in (3) or (4) above, and which in the judgment of the System or its designee, may have a deleterious effect upon the Sewers, System, or receiving waters, which otherwise create a hazard to life, health or constitute a public nuisance, the Commission may:

- a. Reject the wastes;
- b. Require pretreatment to an acceptable condition for discharge to the System; and/or
- c. Require control over the quantities and rates of discharge.

SECTION 16. PRE-TREATMENT and FLOW EQUALIZATION

1. **Pre-treatment and flow equalization installations.** If the Town permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of the Board, and subject to the requirements of all applicable codes, ordinances, and laws and to all applicable permits governing the System. Such pretreatment installations must be consistent with the requirements of any state pretreatment permit issued to the industry.

2. **Interceptors may be required.** Grease, oil, hair, and sand interceptors shall be provided when, in the opinion of the Commission or as required by State regulations, these are necessary for the proper handling of liquid wastes containing grease in excessive amounts, or any flammable wastes, large particulate matter greater than one-half (1/2) inch (1.27 centimeters) in diameter, sand and other harmful ingredients. All interceptors shall be of a type and capacity that comply with State regulations and shall be located as to be readily and easily accessible for cleaning, maintenance, repair, replacement and inspection. Interceptors shall not be required for private living quarters but may be required for residential properties with in-home businesses depending on the nature of the business and the waste generated.

3. **Construction of interceptors.**

Grease and oil interceptors shall be constructed of impervious materials capable of withstanding abrupt and extreme changes in temperature. Interceptors shall be of substantial construction, watertight and equipped with easily removable covers which, when bolted in place, shall be gastight and watertight.

Interceptors shall be installed in the sewer service line serving the plumbing fixtures within a building or structure with non-residential uses where the wastewater from the fixtures,

such as sinks and dishwashers, in restaurants, cafeterias, and kitchens, for example, may include fats, oils, and grease. All wastewater flows connected to an interceptor shall be screened to prevent excessive solids from entering the interceptor.

All interceptors shall be of a type and capacity approved by the Commission and shall be located as to be readily and easily accessible for cleaning and inspection.

For food service establishments, gravity grease tank interceptors shall be sized based on Section 1-0909 of the Vermont Environmental Protection Rules, Wastewater System and Potable Water Supply Rules, effective November 6, 2023, or as amended.

Specifically: Meals per peak hour (A) x Wastewater Flow Rate (B) x Retention Time (C) x Storage Factor (D) = Size Requirement in Liquid Capacity in Gallons.

4. Owners responsible for maintenance of interceptors and pre-treatment.

- a. All interceptors shall be inspected routinely, maintained, and operated as efficiently as possible at all times at the sole expense of the Owner. Collected materials shall not be discharged into the collection system.
 - I. A routine cleaning schedule for the interceptors shall be developed, based on the use of the property, and approved by the Commission. For restaurants, for example, this shall be based on the storage volume of FOG in the interceptor, the number of meals served per day, and the typical grease generation per meal based on meal type.
 - II. For an inground gravity interceptor, the interceptor shall be cleaned when the collected sum of FOG and settled solids reaches 25% of the operating depth of the interceptor.
 - III. Documentation of interceptor maintenance and pumping shall be provided by the Owner to the Commission upon request and shall be kept for a minimum of three (3) years. At a minimum, these records shall include the name of the person and company completing the inspection or cleaning, date and time of the inspection and/or maintenance, the volume of waste removed, waste hauler if different from inspection/cleaning entity, and disposal location.
- b. Prior to discharging wastewater into a FOG or grit interceptor, all reasonable pollution prevention practices (i.e. composting, side streaming for off-site disposal, reuse, or recycling) shall be implemented to minimize the volume of FOG or grit discharged into the interceptor to ensure the proper long-term operation of the interceptor and to reduce the discharge of these pollutants into the collection system and the wastewater system.
- c. All materials used in the cleaning of interceptors as well as the residual FOG materials removed during the cleaning, shall be disposed of at a proper waste disposal facility and shall not be rinsed or otherwise introduced into the collection system. The use of excessively hot water or steam that would release FOG or grit into the collection is not permitted.
- d. If the Commission determines that the discharge from an interceptor is adversely impacting the proper operation of the System, then the Commission may require the owner to:

- i. improve or increase pollution prevention and waste separation procedures to minimize the volume of wastes discharged into the interceptor;
 - ii. increase the inspection, cleaning, or maintenance of the interceptor;
 - iii. modify the design of the interceptor to ensure improved or proper operation;
 - iv. replace the deficient interceptor with a properly designed and approved interceptor; or
 - v. any combination of the above.
- e. The owner shall be liable for any costs necessary to ensure the proper operation, modification, or replacement of the interceptor.
- f. The owner shall be liable for any costs incurred by the Town to maintain or repair the sewer system or the wastewater system due to adverse impacts attributed to the discharge of FOG or grit.
- g. Where preliminary treatment or flow equalizing facilities are provided for any waters or wastes, such facilities shall be maintained continuously in satisfactory and effective operation by the Owner at the Owner's sole cost, expense and risk.

SECTION 17. MONITORING and TESTING

1. **Access for monitoring of wastes.** Authorized representatives of the Town shall, upon provision of reasonable notice to the Owner, be permitted to enter into, upon, or through the premises of any property discharging into the System to have access to and copy any record, to inspect any monitoring equipment or method, and to sample any discharge into the System.
2. **Control manholes.**
 - a. When required by the Commission, the Owner of any property serviced by a Building Sewer carrying non-residential wastes shall install a suitable control manhole together with such necessary meters, and other appurtenances in the Building Sewer to facilitate observation, sampling and measurement of the wastes.
 - b. Such manhole, when required, shall be accessible and safely located, and shall be constructed in accordance with plans approved at the Owner's cost, expense and risk, and shall be maintained by the Owner so as to be safe and accessible at all times.
3. **Monitoring of discharges; record keeping.**
 - a. All owners of properties that cause non-residential discharges into the System shall perform such monitoring of their discharges as the Commission or its designee may reasonably require, including installation, use and maintenance of monitoring equipment, keeping records and reporting the results of such monitoring to the Commission.
 - b. Such records shall be made available, upon request, by the Commission, to other agencies having jurisdiction over the System.

- c. Where pretreatment permits are issued by the State of Vermont, monitoring records must also be submitted to the Secretary in accordance with such permit.
- 4. **Methods for measurements, tests, and analyses.**
 - a. All measurements, tests, and analyses of the characteristics of waters and wastes to which reference is made in this chapter shall be determined in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater," published by the American Public Health Association, and shall be determined at the control manhole provided, or upon suitable samples taken at such control manhole. In the event no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in the System to the point at which the Building Sewer is connected.
 - b. Sampling shall be carried out by customarily accepted methods to reflect the effect of constituents upon the Sewers and System and to determine the existence of hazards to life, limb, and property.

SECTION 18. ACCEPTANCE OF HIGH-STRENGTH WASTE

Nothing in this Ordinance shall be construed as prohibiting any special agreement between the Town and any Owner through which an industrial waste of unusual strength or character may be accepted by the Town for treatment, subject to payment by the Owner, provided that such agreements do not contravene any requirements of existing federal and state laws and regulations and sound engineering practice, and are compatible with any user charge and cost recovery system in effect.

ARTICLE 6 - ADDITIONAL PROVISIONS

SECTION 19. PROTECTION FROM DAMAGE

No person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance, or equipment which is part of the System. Any person violating this provision shall be subject to immediate arrest under the charge of unlawful mischief as set forth in Title 13, Section 3701 of the Vermont State Statutes Annotated. Any person violating this Article, on conviction thereof, shall be fined and/ or shall owe a penalty in an amount not less than One Hundred Dollars (\$100.00) per day for each violation, with each day counting as a separate violation.

SECTION 20. POWERS AND AUTHORITY OF INSPECTORS

1. Right of Entry.

- a. The Commission's designee and other duly authorized employees, agents or representatives of the Town bearing proper credentials and/or identification shall be allowed to enter all properties for the purposes of

inspection, observation, measurement, sampling and testing in accordance with the provisions of this Ordinance.

- b. The Commission's designee and other duly authorized employees, agents or representatives of the Town shall have no authority to inquire into any processes including metallurgical, chemical, oil, refining, ceramic, paper, or other industries beyond that point having a direct bearing on the kind and source of discharge to the Sewers or waterways or the System.
 - c. Delays by the Owner in providing reasonable access to duly authorized employees, agents or representatives of the Town enforcing the provisions of this Ordinance may be considered a violation of this Ordinance, subject to penalties outlined in Section 21 of this Ordinance.
2. **Liability and Indemnification.** While performing necessary work on private properties referred to in (1), the Commission's designee and duly authorized employees, agents or representatives of the Town shall observe all safety rules applicable to the premises established by any company operating on a premises inspected; and the individual or entity shall be held harmless for injury or death to the Town employees, agents or representatives, and to the extent provided by law, the Town shall indemnify the individual or entity against liability claims and demands for injury or property damage asserted against the individual or entity arising from the gauging and sampling operation, except as such may be caused by negligence or failure of the individual or entity to maintain safe premises or conditions, including conduct of agents or employees of the company.
3. **Access to Easements.** The Commission's designee and other duly authorized employees, agents or representatives of the Town bearing proper credentials and identification shall be permitted to enter all private properties through which the Town holds lawful permission or rights for the purpose of, but not limited to, inspection, observation, measurement, sampling, repair, and maintenance of any portion of the sewage works lying within said easement. Routine maintenance requirements on the premises of a property discharging into the system may include, but not be limited to, regular pumping of the STEP systems and maintenance of the pump system. All entry and subsequent work, if any, shall be done in full accordance with the terms of any agreement or legal instrument pertaining to the property involved.

SECTION 21. VIOLATION; PENALTIES

1. **Notice of violation.** Any person found to be violating any provision of this Ordinance except Section 19, Protection from Damage, shall be served by the Town with written notice stating the nature of the violation and providing a time limit for the satisfactory

correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations.

2. Violation—Penalty.

- a. Any person who shall continue any violation beyond the time limit provided for in Section 21.1 shall be fined the maximum amount allowable under 24 V.S.A. Chapter 59 for civil ordinance violations, as amended. Each day in which any such violation shall continue shall be deemed a separate offense.
- b. In addition to any fine imposed under Section 21.2, any person violating any of the provisions of this Ordinance shall become liable to the Town for any expense, loss or damage occasioned the Town by reason of such offense, including but not limited to sampling, testing, inspection, repair, maintenance and replacement expenses.

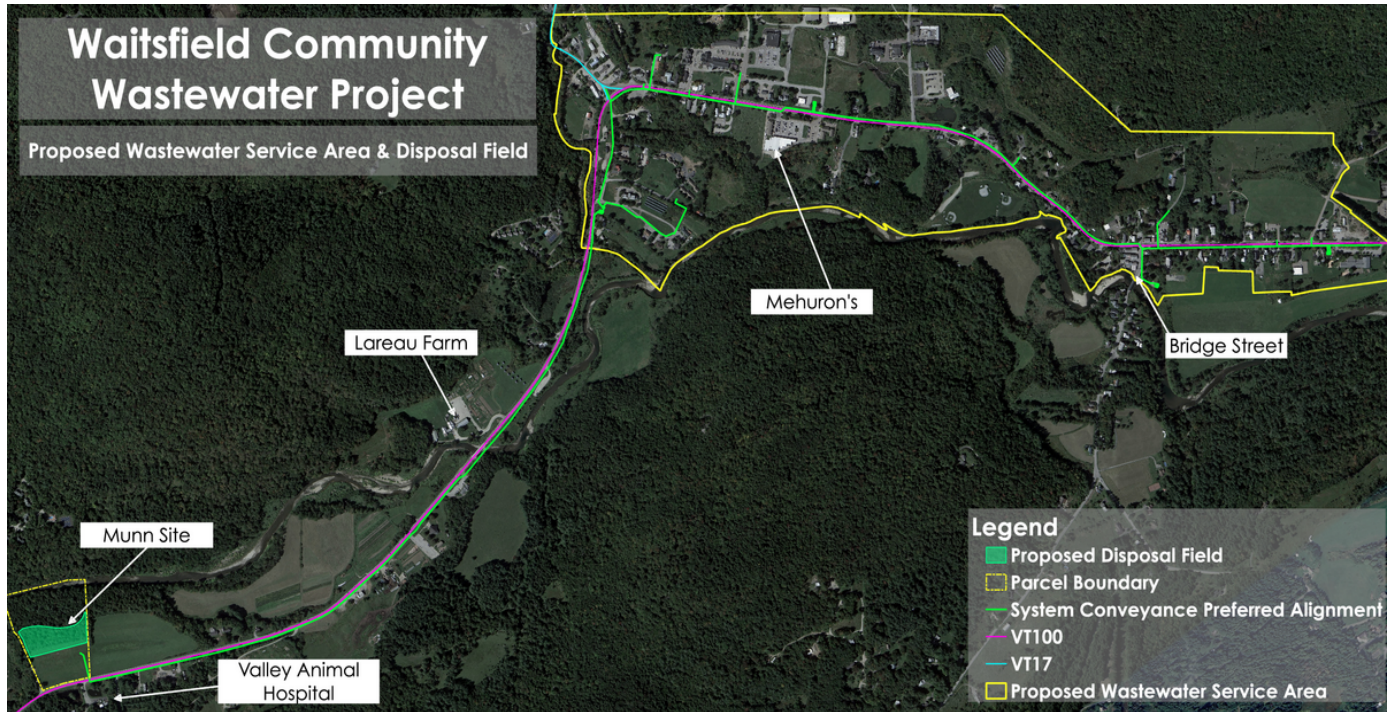
- 3. Remedies nonexclusive.** Notwithstanding any of the foregoing provisions, the Town may institute any appropriate action including injunction or other proceeding to prevent, restrain or abate violations of any provisions of this Ordinance, including termination of sewer service.

SECTION 22. SEVERABILITY

1. All ordinances or parts of ordinances in conflict herewith are hereby repealed.
2. The invalidity of any section, clause, sentence, phrase, term or provision of this Ordinance shall not affect the validity of any other part of this Ordinance, which can be given effect without such invalid part or parts.

Adopted by the Town of Waitsfield Selectboard at its meeting held on the ____ day of _____, 2026. Effective date: _____ 2026

APPENDIX A: Town of Waitsfield Wastewater Service Area



APPENDIX B: Schedule of Rates and Fees

User Charges:

Operation and Maintenance

Residential	\$xxx.xx per Residential Unit per quarter
Nonresidential	\$x.xx per allocated gpd

Debt Service

Residential	\$xxx.xx per Residential Unit per quarter
Nonresidential	\$x.xx per allocated gpd

Overage

Residential and Nonresidential	\$x.xx per gallon over allotted volume
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Connection Charges:

Connection Fee:	\$x,xxx.xx
Application Fee:	\$x.xx per gpd
Allocation Fee:	\$x.xx per gpd
Allocation Holding Fee	\$x.xx per gpd per quarter

Special Charges:

Disconnect Fee	\$75.00
Reconnection Fee	\$75.00
Collection Fee	\$25.00 per trip
Meter Test Fee	\$75.00

Charges for disconnection/reconnection resulting from delinquent accounts will be according to Vermont Statute Title 24 V.S.A. § 5151

APPENDIX C: 2-Year Wastewater Capacity Allocation x/2026 to x/2028

DRAFT TABLE

Munns Site		
Permitted Disposal Capacity		95,040
Less Infiltration		-6,041
Net Permitted Disposal Capacity		88,999
Less		
Allocated Wastewater Flows		-56,693
Less		
Town Committed Reserve Capacity		-1,500
Remaining Disposal Capacity		30,806
2-year capacity allocation		30,806
Initial Distribution of 2-year capacity		
Residential	85%	26,185
Non-Residential	15%	4,621

Town of Waitsfield

Charles E. Goodman, III
Public Works Building

BOND VOTE

Public Meeting • Monday, October 26, 2026, 6pm • Waitsfield Town Office
Bond Vote Tuesday • November 3, 2026, 7am - 7pm • Waitsfield Elementary School
Early Voting Open Now at Waitsfield Town Office



Waitfield's Town Garage is functionally obsolete. This situation has gotten worse as the Road Crew's needs and responsibilities have grown, and as the Town has upgraded and added equipment over the years. In addition to maintaining the Town's road network, the crew manages mowing, sidewalk and park maintenance, tree work and equipment repair. While Waitfield residents benefit from the crew's year-round dedication, the existing garage does not provide adequate storage for the community's investments or a safe working environment for staff.

After years of strategic planning, **Waitfield voters are being asked to vote on November 3, 2026, to borrow funds, not to exceed \$5,975,000, to construct a new, efficient and sustainable garage and salt shed** at the site of the existing garage. The new buildings will be designed to fully accommodate the crew's needs and serve the Town for many generations to come.

Funding for the project will use a combination of local option tax revenue, favorable financing, reserve funds, and federal rebates for renewable energy and energy efficiency improvements. The Town will also benefit from anticipated savings as existing loan and lease payments will be paid off in the coming year, reducing annual debt service by approximately \$75,000. **Cost and tax estimates, and site plans and architectural details, are available on the Town's website and will be presented at the October 26 Public Meeting at 6:00 p.m. at the Town Office at 4144 Main Street.**



Please join us to discuss this important project!

Have a question? Please visit our website by scanning the QR Code to access more information, renderings and FAQ's.



Provided by Town of Waitfield for
Informational Purposes

4144 Main Street
Waitfield, VT 05673

(802) 496-2218

Indicia

Waitfield Resident

Mailing Barcode



TOWN OF WAITSFIELD MEMORANDUM

TO: Waitsfield Selectboard

FROM: Sandra Gallup & Steve Lewis, Town Treasurers

DATE: October 14, 2026

SUBJECT: FY27 Budget Status Summary Report – September 30, 2026

We are enclosing a Budget Status Summary Report for the General Fund, Capital Fund 2 and Reserve Fund balances. Together, these two funds make up the Town Budget that was approved in March 2026. 27% of budgeted revenue has been received and 22% of expenses have been paid. Please note that as of September 30th, we are 25% through the fiscal year.

General Fund Revenue & Expenses:

Our revenue is consistent with the budget projections. For the first tax installments 95% of taxes were paid on time. In addition, over \$808,000 in property taxes have been paid early on the 2nd through 4th tax installments. Municipal taxes represent 21.1% of total billed taxes. A new revenue account has been created for the Local Options Tax. The first full quarter payment from Vermont is forthcoming.

Expenditures are also in line with the budget. The road department will begin their annual purchasing of salt in 2nd Quarter. Unbudgeted expenses include Sidewalk Repairs of \$22,000 partially related to the water leak and Tree Cutting expense of \$6,600 for removal at the Joslin Memorial Library trees.

Cash Flow & Investments: The current General Fund cash balance is \$1,966,445 with \$622,000 owed to the education fund for the 1st Quarter. The Reserve Fund balance is \$2,279,947. It is recommended that a 12-Month Certificate of Deposit at 4.00% in the amount of \$1,000,000 be opened with Northfield Savings. One withdrawal is permitted during the term, and early termination is allowed without penalty. In FY26 the town also had a \$600,000 CD for the General Fund. In order to achieve the \$25,000 interest income budget in FY27 it is necessary to invest approximately \$600,000 at a rate of 4% for 6 months.

Loans: There are no new loans in FY27. \$70,000 of debt commitments will be retired in FY27.

Capital Purchases: A snowplow assembly for the new dump truck was purchased for \$96,675. This purchase was paid with Road Vehicle reserve funds. The 2019 International dump truck was sold for \$38,500.

Grants: We did not receive any grant proceeds in the 1st Quarter.

Audit & Unassigned Fund Balance: The CPA is finalizing the FY26 audit. As of June 30, 2026 the unassigned fund balance was approximately \$1,081,000 pending the completed audit.

Please let us know if you have questions or would like more information.

Town of Waitsfield- Budget Status Summary Report FY27				
Period Ending SEPEMBER 30, 2026 25% of the year)				
	Budget	Actual - thru 9/30	Actual	Education Taxes
General Fund Revenue	2027	FY207	% of Budget	Received
Taxes	\$ 2,406,027.00	\$ 722,811.49	30%	\$ 2,491,491.46
Town Clerk Fees	\$ 35,000.00	\$ 7,666.05	22%	
Interest Income	\$ 25,000.00	\$ 5,197.73	21%	
Beverage Sale Permits	\$ 3,500.00	\$ 440.00	13%	
Zoning Income	\$ 11,000.00	\$ 3,834.60	35%	
Act 60 Support	\$ 11,000.00	\$ -	0%	
Penalty Budget Year	\$ 10,000.00	\$ 4,915.62	49%	
Conservation Income	\$ -	\$ -		
State Aid to Highways	\$ 80,000.00	\$ 22,766.08	28%	
Road Dept Grant Revenue	\$ 10,500.00	\$ -	0%	
Road Dept Other Income	\$ 2,000.00	\$ 10.00	1%	
Insurance Claim/Audit Income	\$ -	\$ -	0%	
Fire Dept - Fayston	\$ 76,000.00	\$ -	0%	
FD Admin Services	\$ 6,000.00	\$ -	0%	
Traffic Control Income	\$ 5,000.00	\$ 1,876.00	38%	
Dog Impoundment Fee	\$ 150.00	\$ -	0%	
PILOT Program	\$ 7,000.00	\$ -	0%	
Current Use Reimbursement	\$ 137,000.00	\$ -	0%	
Delinquent Tax Interest	\$ 18,000.00	\$ 5,581.11	31%	
Insurance Reimb Library/Wait H	\$ 6,000.00	\$ -	0%	
Water Operations Reimb	\$ 7,782.00	\$ -	0%	
Planning Grant		\$ -		
Misc. Income	\$ -	\$ -		
LOT PassThru (NEW)		\$ 988.92		
Capital Fund 2 Revenue	\$ 46,798.00	\$ 8,020.00	17%	
Total General Fund Revenue	\$ 2,903,757.00	\$ 784,107.60	27%	
General Fund Expenditures				
Town Meeting/Elections	\$ 3,800.00	\$ 535.56	14%	
Legal & Auditing	\$ 36,000.00	\$ 2,975.86	8%	
Town Office Operations	\$ 122,850.00	\$ 22,436.68	18%	
Town Clerk & Treasurer	\$ 116,750.00	\$ 32,828.90	28%	
Selectboard	\$ 103,821.00	\$ 25,816.66	25%	
Planning & Zoning	\$ 78,076.00	\$ 20,645.76	26%	
Board of Listers	\$ 32,200.00	\$ 7,523.62	23%	
Collector of Deliq. Taxes	\$ 10,000.00	\$ 5,328.22	53%	
Conservation Commission	\$ 5,000.00	\$ 3,125.00	63%	
Road Dept. Labor	\$ 329,972.00	\$ 82,171.10	25%	
Road Dept Equip Operations/Repairs	\$ 119,228.00	\$ 24,837.66	21%	
Road Dept Hired Equip & Labor	\$ 12,500.00	\$ 10,700.00	86%	
Road Dept Materials	\$ 196,500.00	\$ 58,440.76	30%	
Road Dept. Misc.	\$ 30,311.00	\$ 30,703.40	101%	
Road Subtotal	\$ 688,511.00	\$ 206,852.92		
Employee Benefits	\$ 284,672.00	\$ 74,193.87	26%	
Fire Department	\$ 226,050.00	\$ 57,294.61	25%	
Public Safety	\$ 79,435.00	\$ 14,494.06	18%	
Dues & Assessments	\$ 283,323.00	\$ 41,510.25	15%	
Special Appropriations	\$ 35,420.00	\$ 750.00	2%	
Transfer to Capital Fund 2	\$ -			
Special Articles-Reserves(Paving Wait H, Garage)	\$ -	\$ -		
Miscellaneous	\$ 58,750.00	\$ 43,930.76	75%	
Contribution to Reserves	\$ 542,960.00	\$ 10,000.00	2%	
Capital Fund 2 Expenditures	\$ 196,139.00	\$ 77,571.94	40%	
Education Taxes Paid to School/State				Education Taxes
				\$ 1,517,869.34
Total General Fund Expenditures	\$ 2,903,757.00	\$ 647,814.67	22%	
Revenue Less Expenditures GF & Capital FD	\$ -	\$ 136,292.93		
Cash Balance - Checking 09/30/2026		\$ 1,966,445.24		
Cash Balance - CD		\$ -		

Month	3	Sep-26
Reserve Account	Fund #	Ending Balance
Church Clock	6	\$49.34
Paving	11	\$548,039.19
Reappraisal	13	\$153,722.49
Conservation	14	\$121,756.33
Lareau Park	15	\$22,576.07
Fire Equipment	16	\$298,985.17
Road Vehicles	17	\$193,486.39
Street Trees	18	\$31,924.66
Transportation Path	19	\$74,210.98
Gravel Pit	20	\$28,716.17
Road Heavy Equipment	21	-\$6,003.11
FD Building	22	\$135,476.98
Town Forest Stewardship	23-102	\$45,400.68
Scrag Mountatin	23-103	\$46,561.43
Entrust Conservation	23-104	\$15,814.10
Covered Bridge Repair	25	\$13,638.92
Farley Riverside	27	\$28,486.08
Energy Projects	29	\$9,932.97
Culvert/Bridge Repair	30	\$421,416.00
Agricultural Support	34	\$11,269.33
Invasive Species	41	\$4,339.82
Planning Projects Reserve	47	\$12,390.02
Town Garage	48	\$67,757.53
		\$2,279,947.55



TOWN OF WAITSFIELD MEMORANDUM

TO: Waitsfield Selectboard

FROM: Steve Lewis, Town Treasurer

DATE: October 14, 2026

SUBJECT: Recommendation for Two Certificates of Deposits

1) General Fund CD - \$600,000.

As we have in the past six years our combined unrestricted fund balance, early tax payments and reappraisal/records restoration funds give us a strong cash balance in our bank account. Many of our taxpayers have paid their FY27 taxes in full, which gives us cash that we won't need until June (to pay education taxes). As I have done in the past, **I am recommending purchasing a \$600,000-12 Month Northfield Savings Bank Certificate of Deposit earning 4% interest with the ability to withdraw funds (once) and early termination, without penalty** This CD will enable us to achieve the \$25,000 interest income budgeted in FY27.

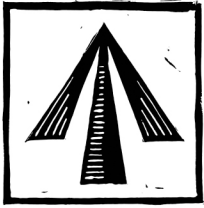
2) Reserve Account CD - \$1,000,000

The total of our reserve accounts is approximately \$2,279,947. After looking at the individual reserve balances With the Town Administrator, I have determined that \$1,000,000 will probably not be spent this year. **I am recommending that we purchase a \$1,000,000-12 Month Certificate of Deposit earning 4% interest with the ability to withdraw funds (once) and early termination, without penalty.** (last year's CD was \$1,300,000 at 3.6%).

In addition, NSB has agreed to collateralize these funds which protects the balance above the FDIC insurance limit.

Please authorize the purchase of these two Northfield Savings Bank 12-month Certificates of Deposits:
\$600,000 General Fund
\$1,000,00 Reserve Funds

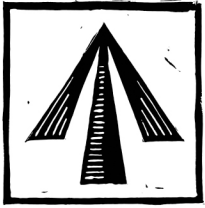
These CDs will give us higher interest than we currently are earning. They offer flexibility in withdrawals and the funds are protected as outlined in our Investment Policy.



Proposal for the repair of the Village Covered Bridge of Waitsfield Vt, 09/29/2026

The cost for this proposed work is \$135,200. The details of the work are as follows:

- Life safety equipment will be used/installed to allow us to safely and legally work over open water.
- All decking will be removed, inspected for defect, and stacked and stickered under cover while it waits to be reinstalled.
- The old joists will be removed and disposed of. All clean (non painted or treated) wood is either reused by us as bunking material, or brought to the McNeil biomass power plant in Burlington.
- New spruce joists will be installed to match the existing joists.
- Each joist will be flashed with galvanized and painted parapet flashing, and the top of the flashing will be covered with a self healing membrane so as to help seal around the lags that hold the decking down.
- The original decking will be reinstalled, using new 3/4" x 10" hot dipped galvanized lag screws.
- If any decking is found to be defective, it will be replaced in-kind with white oak for a cost of \$10/bf, installed. All new timbers and decking will have all end grain sealed with wax to reduce drying checking.
- While work is ongoing, VTHT will inspect the bottom chords and other members of the bridge for defect.



**VERMONT
HEAVY
TIMBER**

60 Sunrise Drive
Huntington, Vermont 05462
802.540.5988
VermontHeavyTimber.com

-
- We project this project to take 1 month. All road closure and warnings is to be done by the town.

State of Vermont
Division for Historic Preservation
Deane C. Davis Building, 6th Floor
One National Life Drive, Montpelier, VT 05620-0501
www.accd.vermont.gov/historic-preservation

*Agency of Commerce and
Community Development*

Vermont Roadside Historic Site Markers

Roadside Historic Site Marker Application Form

Proposed Marker Topic/Name:

Gen. Wait Homestead

Proposed Physical Location of Marker:

(Please include a map and photographs showing the proposed location for the marker.)

see attachment "A"

Physical address (e.g., 4588 Chester Arthur Road, 12 miles northeast of Fairfield):

4061 Main St., Waitsfield, VT

Latitude/Longitude of location:

44° 11.637' north 72° 49.232' west

Town/City and County where proposed marker would be located:

Waitsfield, Washington County

Has the owner of the property associated with the event or person proposed for documentation by the Site Marker been consulted and concurred?

Who was consulted and by whom:

Waitsfield Select Board by Fred Messer, Board Member

Date of consultation:

(Please provide proof of owner notification and review)

Has the town/city manager or Select Board been consulted and provided an opportunity to review the proposed text?

Who was consulted and by whom:

Yes, Select Board, Town Administrator, York Haverkamp, 802 496-2218 #5



Date of Consultation:

(Please provide proof of notification and review)

Is there a proposed date for an unveiling or dedication ceremony?

Please allow 8 months from the time the application is submitted to the ceremony.

No

Applicant's Information:

Name: Fred R. Messer

Organization: Waitsfield Historical Society

Address: P.O. Box 816

Email: fmesser@waitsfieldhistoricalsociety.com

Telephone: 802 793-2238

Author's Information (if author of marker text is different from applicant):

Name:

Address:

Email:

Telephone:



Property Owner's Information:

Name: Town of Waitsfield

Address: 4144 Main St., Waitsfield, VT 05673

Email: York.haverkamp@waitsfieldvt.gov

Telephone: 802 496-2218

Property Owner's Signature:

Bibliographical Sources Consulted. Multiple primary and secondary sources are required. Please photocopy and attach each source. Each bibliographical source listed below should include the following information: author, title, and publisher, the publisher's location, and date of publication:

History of Waitsfield, M. Jones, Courier-Citizen, Lowell, Ma., 1909, pgs. 16,39,40

The Birthplace of Vermont, A History of Windsor Vermont to 1781, Henry Steele Wardner, Privately printed by Charles Scribner's Sons, 1927



Proposed Text for the Marker: VDHP staff will work closely with the applicant, or the applicant's author, to produce a mutually agreed upon text. Because VDHP and the ACHP bear the ultimate responsibility for what appears on a marker, they reserve the right to edit a text for accuracy, clarity, brevity, and thoroughness. It must NOT exceed **765** letters and spaces, but feel free to provide longer text for first submittal.

Benjamin Wait House

The lower half of this house was built circa 1790 by Gen. Benjamin Wait, the namesake of Town of Waitsfield. Its original location was roughly a quarter mile west of here on the sidehill. In the early 1830s, after the road was relocated, the house was moved to its present site. During that period, the roof over the house was raised and dairy and carriage barns were added. Historical records describe Wait's single story home as "commodious," reflecting its size and suitability for family and community use. Here the Town was organized and held early Town Meetings. The first church service was held here. Gen. Wait had a noteworthy military record. At age 18, he fought in the French and Indian War and later served in the Revolutionary War and Shay's Rebellion. He was a member of the Green Mountain Boys. Today, the house remains an important landmark in the community that is owned by the Town of Waitsfield. It houses a museum sponsored by the Waitsfield Historical Society and has several offices for nonprofits.

Send the completed application and supplementary materials in one package either by mail to:

Roadside Historic Site Markers

Vermont Division for Historic Preservation
One National Life Drive
Deane C. Davis Building, 6th Floor
Montpelier, VT 05620-0501

OR via email to:

ACCD.HistoricMarkers@vermont.gov



DRAFT AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the « 19th » day of « September » in the year « 2026 »
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

« Town of Waitsfield, Vermont »« »
« 4144 Main Street »
« Waitsfield, VT 05673 »

and the Architect:
(Name, legal status, address and other information)

« MH2 Architecture Studio, LLC »« »
« 1496 Maple Hill Road »
« Rochester, VT 05767 »
« »

for the following Project:
(Name, location and detailed description)

« Waitsfield Town Garage »
« »
« »

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

« Reference "Exhibit A, 26_0720 Waitsfield Town Garage MH2 Fee Proposal FINAL" for Scope of Services Fee Proposal. »

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

« New Department of Public Works Garage at existing DPW site (761 Tremblay Road, Waitsfield, VT 05673) »

§ 1.1.3 The Owner's budget for the overall Project Funding/ Bond Vote Amount:

(Provide total and, if known, a line item breakdown.)

« As of Sept 28, 2026, the proposed Bond Vote amount is not to exceed \$5,975,000 including construction costs, Contractor Overhead, Profit and Architectural and Engineering Fees. »

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

« Bond Vote in November 2026;

Bond Vote Contingency. The Owner has authorized the Architect to perform Basic Services prior to the November 2026 Bond Vote in an amount not to exceed fifty percent (50%) of the Basic Services compensation, or \$170,040, plus the separate line item cost of \$4,240 for the site survey and Additional Service of \$4,000 for fixed fee Bond Vote Assistance unless additional services are authorized in writing by the Owner.

If the bond is not approved or the Town otherwise does not secure funding, the Architect's services will be suspended. MH2 will be compensated for services performed through the suspension date, together with authorized Reimbursable Expenses and consultant costs incurred or committed, with the initial retainer credited against those amounts.

If the Project resumes within twelve months, the Basic Services stipulated sum remains \$348,320. If it resumes later, the parties will negotiate an equitable adjustment to compensation and schedule. The 16-month Basic Services period should be extended by the duration of any bond-related suspension. »

.2 Construction commencement date:

« Spring 2027 »

.3 Substantial Completion date or dates:

« Late Fall or Winter 2027 »

.4 Other milestone dates:

« NA »

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

« Owner will have separate contracts with the Architect (Design Team) and Contractor (who serves as Construction Manager and is involved in pre-construction services). Architect shall assist the Owner with contractor coordination, negotiation, review of the Construction Manager's GMP proposal for consistency with the design documents, excluding independent cost verification, and related construction contracting activities. »

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

« No formal Sustainable Objective as defined by AIA E204 is established. The Owner nevertheless intends the Project to incorporate durable, energy-efficient, sustainable, and adaptable design strategies appropriate to the Project. »

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

« York Haverkamp »

« Waitsfield Town Administrator »
« 4144 Main Street »
« Waitsfield, VT 05673 »
« (802) 496-2218, ext. 5 »
« York.haverkamp@waitsfieldvt.gov »

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

« The Waitsfield Select Board and DPW Road Foreman may be requested by the Owner to review Design Team Submittals. »

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

« S.W. Cole Engineering, Inc. »« »
« 10 Centre Road »
« Somersworth, NH 03878 »
« Tyler S. Demers, P.E., Senior Geotechnical Engineer »
« (603) 841-1213 »

.2 Civil Engineer:

« Retained by the Architect »

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

« Environmental Consultant »
« KAS Consulting »
« 589 Avenue D, Suite 10 »
« Williston, VT 05495 »
« Tiffany Tona, Senior PM »
« (802) 383-0486, ext. 112 »

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

« Mitch Hager, Principal; Michael Housley, Principal »
« mitch@mh2arch.com; michael@mh2arch.com »

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

« Engineering Ventures, PC »
« 208 Flynn Avenue, Suite 2A »
« Burlington, VT 05401 »
« William Nourse, P.E. »
« (802) 660-8711 »

.2 Civil Engineer:

« Engineering Ventures, PC »
« 208 Flynn Avenue, Suite 2A »
« Burlington, VT 05401 »
« Kevin Worden, P.E. »
« (802) 255-9704 »

.3 Mechanical, Electrical, Plumbing Engineer:

« Engineering Services of Vermont, LLC »
« 9 Washington Street »
« Rutland, VT 05701 »
« Claus Bartenstein, P.E. »
« (802) 776-4422 »

.4 Geotechnical Engineer:

« S.W. Cole Engineering, Inc. » « »
« 10 Centre Road »
« Somersworth, NH 03878 »
« Tyler S. Demers, P.E., Senior Geotechnical Engineer »
« (603) 841-1213 »

.5 Fire Protection Engineer:

« Firetech Sprinkler Corp. »
« 340 Hegeman Avenue »
« Colchester, VT 05446 »
« (802) 655-1800 »

.6 Land Surveyor:

« Latitudes Land Surveying »
« 129B Spruce Street »
« Burlington, VT 05401 »
« (802) 825-6545 »

§ 1.1.11.2 Consultants retained under Supplemental Services:

« NA »

§ 1.1.12 Other Initial Information on which the Agreement is based:

« As discussed during previous OAC meetings, a Structural Engineering Additional Service of \$12,000 will be charged if a custom designed structural steel system is selected in lieu of the originally intended Pre-Engineered Metal Building. Any additional unforeseen changes in A&E fees will be presented and discussed with Owner for approval prior to commencement of those Services and then tracked and billed separately.»

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than « One Million Dollars » (\$ « 1,000,000 ») for each occurrence and « One Million Dollars » (\$ « 1,000,000 ») in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering hired autos and non-owned autos only, by the Architect with policy limits combined single limit (each accident) of not less than « One Million Dollars » (\$ « 1,000,000 ») per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than « One Million Dollars » (\$ « 1,000,000 ») each accident, « One Million Dollars » (\$ « 1,000,000 ») each employee, and « One Million Dollars » (\$ « 1,000,000 ») policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than « Two Million Dollars » (\$ « 2,000,000 ») per claim and « Two Million Dollars » (\$ « 2,000,000 ») in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3, "Exhibit A, 26_0720 Waitsfield Town Garage MH2 Fee Proposal FINAL," and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic/Conceptual Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall continue developing the existing building program and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic/Conceptual Design Documents for the Owner's approval. The Schematic/Conceptual Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations.

Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall not submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3 as construction cost estimates will be provided by the Construction Manager Contractor.

§ 3.2.7 The Architect shall submit the Schematic/Conceptual Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic/Conceptual Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic/Conceptual Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, coordinate any adjustments to the estimate of the Cost of the Work with the Owner and Construction Manager Contractor, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, coordinate any adjustments to the estimate of the Cost of the Work with the Owner and Construction Manager Contractor and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. The Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any. The Owner shall remain solely responsible for compliance with applicable municipal procurement requirements.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and relevant Project Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors; and,
- .4 participating in negotiations with prospective contractors as directed by the Owner.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to

rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 « Two » (« 2 ») reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 « Fifteen » (« 15 ») visits to the site by the Architect during construction
- .3 « Two » (« 2 ») inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 « Two » (« 2 ») inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within « Sixteen » (« 16 ») months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, will be prepared by the Contractor. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, reviewed or agreed to by the Architect.

§ 6.3 In reviewing estimates of the Cost of Work provided by the Contractor, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Contractor's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien

arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☐ Litigation in a court of competent jurisdiction

☐ Other: (Specify)

☐

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

« NA »

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

« To be discussed and agreed upon between Owner and Architect should situation arise. »

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

« \$348,320 »

- .2 Percentage Basis
(Insert percentage value)

« » (« ») % of the Owner's budget for the Cost of the Work as calculated in accordance with Section 11.6.

- .3 Other
(Describe the method of compensation)

« »

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

« »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

« Additional Service 1 is fixed \$4,000 fee for Bond Vote Assistance as detailed in Exhibit A. The \$4,000 fee for Bond Vote Assistance is reflected in the Stipulated Sum total above. Potential Additional Services 2 and 3 are TBD fee amounts as detailed in Exhibit A.

Any additional unforeseen changes in A&E fees will be presented and discussed with Owner for approval prior to commencement of those Services and then tracked and billed separately. »

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus « Zero » percent (« 0 » %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

« »

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	« ten »	percent (	« 10 »	%)
Design Development Phase	« twenty »	percent (	« 20 »	%)

Construction Documents Phase	« thirty five »	percent (	« 35 »	%)
Bidding and Negotiation	« five »	percent (	« 5 »	%)
Construction Administration	« twenty »	percent (	« 20 »	%)
Permitting Coordination	« ten »	percent (	« 10 »	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 Percentage-based adjustment provisions are not applicable because Basic Services compensation is a stipulated sum. When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

« »	
Employee or Category	Rate (\$0.00)
MH2 Architecture Studio, LLC	\$130/hour
Engineering Services of Vermont, LLC Engineer	\$175/hour
Engineering Services of Vermont, LLC Misc. Positions	Varies based on 2026 Rate Schedule

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

« »

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Retainer Payments

§ 11.10.1.1 An initial retainer payment of « Twenty percent » (« 20% ») of the Agreed Upon A&E Fee of \$348,320 shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account during Progress Payments.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid « Thirty » (« 30 ») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

« » % « »

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in

the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

« »

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 Building Information Modeling Exhibit, if completed:

« Architect is not including a Building Information Modeling Exhibit at this time. This Exhibit can be reviewed and integrated by Owner and Architect at a later time. »

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[« »] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

« »

[« X »] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

« “Exhibit A, 26_0720 Waitsfield Town Garage MH2 Fee Proposal FINAL” for Scope of Services Fee Proposal »

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

« MH2 Architecture Studio Certificate of Insurance (COI) »

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

« York Haverkamp »
« Waitsfield Town Administrator »
(Printed name and title)

ARCHITECT (Signature)

« MH2 Architecture Studio, LLC
Michael Housley, Co-Owner
Mitch Hager, Co-Owner »
(Printed name, title, and license number, if required)

Waitsfield Town Garage

ARCHITECTURAL AND ENGINEERING SERVICES FEE PROPOSAL FINAL

7/20/26

MH2 Architecture Studio, Design Lead
Engineering Ventures, Structural Engineer Consultant
Engineering Ventures, Civil Engineer Consultant
S.W. Cole, Geotechnical Consultant
TBD, Mechanical, Electrical, Plumbing (MEP) Consultant
TBD, Fire Protection Consultant

Proposed Fee includes Architectural and Engineering Services at **8% (eight percent)** of the **Total Estimated Construction Cost** provided by Bread Loaf Construction on April 28, 2026. Establishing combined Architectural and Engineering fees as a percentage of the estimated construction cost is a standard American Institute of Architects (AIA) approach. Each scope is broken down as a percentage of the overall fee based on industry standards and proposed as a fixed fee unless otherwise noted.

**NOTE: Combined Architectural and Engineering/Consultant Design Service fee percentages typically range from 8-15% of Estimated Construction Cost.*

Total Estimated Construction Cost*	\$4,251,000
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**NOTE: The Estimated Construction Cost above includes the Garage and Salt Shed as priced in Bread Loaf's April 28, 2026 Project Budget.*

Combined Architectural / Engineering Fee (8%)		%	\$340,080
1.1	Pre-Design / Schematic Design Includes updating previous conceptual plans to integrate additional sustainable considerations (in collaboration with a Construction partner and Design Team Consultants) to ensure a durable, long-lasting asset to the Town of Waitsfield.	10%	\$34,008
1.2	Design Development The design is expanded and refined through integration of Structural and Civil scope and preliminary Mechanical, Electrical, Plumbing and Fire Protection (if required) systems. Outline Specifications will capture initial interior and exterior finish selections, lighting fixtures and equipment requirements.	20%	\$68,016
1.3	Permitting Coordination* Conversations with Code Enforcement officials, Authorities Having Jurisdiction (AHJ) and other stakeholders will begin immediately to maximize coordination time. Permit Application requirements will be confirmed in an effort to submit a complete initial application, thus minimizing number of subsequent revision cycles and expediting the permit process in an effort to meet Owner's desired construction timeline. <i>*NOTE: Design Team will assist Owner in permit application materials and lead discussions with AHJ, etc. Owner is responsible for submitting permit applications and paying associated permit fees. Design Team time for permit revision cycles will be billed at an hourly rate.</i>	10%	\$34,008
1.4	Construction Documents Construction Documents will begin in tandem with Permitting scope. Typically, 30% CD's are submitted with Permit Applications. CD's will continue being developed and finalized simultaneous to Permit Review.	35%	\$119,028
1.5	Bidding and Negotiation* MH2 will help the Owner engage with a qualified Contractor and review bids. <i>*NOTE: If Owner elects to engage with a Construction Partner earlier in the Design Process for collaboration and construction cost estimates, this phase would occur at that time rather than upon completion of Construction Documents.</i>	5%	\$17,004

MH2 Architecture Studio, LLC

1.6 Construction Administration	20%	\$68,016
MH2 and Consultants will provide third-party observation and design advocacy throughout the construction process and attend/lead in-person site visits to observe that work aligns with the design intent of the Construction Documents. MH2 (and Consultants as relevant) will review submittals, provide additional design information and clarification when requested by the Contractor, and attend regular Owner / Architect / Contractor (OAC) meetings to review progress, schedule and invoicing.		

Line Item Cost	\$4,240
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SS	Site Survey. Fixed fee cost provided by Latitudes Land Surveying for an updated site survey including topographic contours, existing structures, paving, and above ground/visible utilities in an AutoCAD format. Infrastructure components such as catch basins and sewer manholes will include horizontal and vertical rim locations; pipe sizes and invert measurements would be an additional cost.	\$4,240
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Additional Services	\$4,000
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AS1	Additional Service 1: Fixed fee for Bond Vote Assistance. Includes design of double-sided postcard size mailer, project visualizations including (3) exterior renderings, (2) interior renderings and a fly-through video of the project; attending (2) Public Presentations, including assistance in creating a PowerPoint presentation to be shared at the Public	\$4,000
AS2	Additional Service 2: Solar Panel Design Services, including Consultant and engineering fees for design of renewable energy production systems, can be provided as a fixed fee once Owner determines if rooftop Solar Panels should be integrated into the Project.	TBD
AS3	Additional Service 3: ACT 250 Permit Coordination. Required ACT 250 permit applications and submittals will be better determined after initial project review with ACT 250 District Coordinator. At this point, a fixed fee or hourly rate agreement will be made between the Owner and Design Team to ensure a smooth and efficient ACT 250 permitting process.	TBD

Estimated Total Design Costs	\$348,320
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**NOTE: Upon Owner's review and acceptance of Fee Proposal, MH2 will issue an Owner / Architect Agreement to be signed by all parties, after which a 20% retainer payment will be required from Owner to commence services.*

**NOTE: Environmental Assessments are not included above and are the sole responsibility of the Owner.*



AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 13th day of October in the year 2026
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)
Town of Waitsfield
4144 Main Street
Waitsfield, VT 05673

and the Construction Manager:
(Name, legal status, address, and other information)
Connor Contracting, Inc.
1100 US Route 2
Berlin, VT 05602

for the following Project:
(Name, location, and detailed description)
Town of Waitsfield: The Charlie Goodman III Town Garage
761 Tremblay Road
Waitsfield, VT 05673

The Architect:
(Name, legal status, address, and other information)
MH-2 Architecture Studio
1496 Maple Hill Road
Rochester, VT 05767

Civil Engineer:
Engineering Ventures
208 Flynn Ave
Burlington, VT 05401

Structural Engineer:
Engineering Ventures
208 Flynn Ave
Burlington, VT 05401

Mechanical and Electrical Engineer:
Engineering Services of Vermont LLC
9 Washington Street
Rutland, VT 05701

Fire Protection Design: TBD
Fire Tech Sprinkler Corp.
340 Hegeman Ave
Colchester, VT 05446

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Construction Manager agree as follows.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	GENERAL PROVISIONS
3	CONSTRUCTION MANAGER'S RESPONSIBILITIES
4	OWNER'S RESPONSIBILITIES
5	COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
6	COMPENSATION FOR CONSTRUCTION PHASE SERVICES
7	COST OF THE WORK FOR CONSTRUCTION PHASE
8	DISCOUNTS, REBATES, AND REFUNDS
9	SUBCONTRACTS AND OTHER AGREEMENTS
10	ACCOUNTING RECORDS
11	PAYMENTS FOR CONSTRUCTION PHASE SERVICES
12	DISPUTE RESOLUTION
13	TERMINATION OR SUSPENSION
14	MISCELLANEOUS PROVISIONS
15	SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The project includes the construction of a new public works garage and an independent salt storage facility. In addition, the project includes the demolition and disposal of the existing salt storage building. The new facilities will be designed by MH-2 Architectural Studio and their team of design professionals. The Town of Waitsfield Administrator, Highway Superintendent and Public Works Supervisor will provide oversight and decision making for the project.

All design, engineering, survey, boundary line adjustments, Haz-Mat testing, remediation and project permits shall be contracted coordinated and paid for by the Owner.

The new Public Works Garage will be a steel-framed structure of approximately 10,000 square feet, including an office area and equipment area. The construction is expected to commence in the spring of 2027 with substantial completion as soon as possible. The total Construction budget (excluding Owner's costs) is approximately \$4,900,000.00.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The total construction budget (excluding Owner's costs) is approximately \$4,900,000.00.

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

(Provide total and, if known, a line-item breakdown.)

To be developed by Owner with Construction Manager's input during preconstruction Phase, Section 3.1.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

To be determined.

.1 Design phase milestone dates, if any:

TBD

.2 Construction commencement date:

To Be Determined

.3 Substantial Completion date or dates:

To be determined once the project schedule is established

.4 Other milestone dates:

TBD

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:

(Identify any requirements for fast-track scheduling or phased construction.)

None

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234-2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere.)

To be developed during the Preconstruction Phase

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:

(List name, address, and other contact information.)

Mr. York Haverkamp, Waitsfield Town Administrator
4144 Main Street
Waitsfield, VT 05673
york.haverkamp@waitfieldvt.gov
(802)496-2218

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:

(List name, address and other contact information.)

Michael Hausley, AIA NCARB
Mitch Hagar, AIA
MH-2 Architecture Studio
1496 Maple Hill Road
Rochester, Vt. 05767

§ 1.1.10 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer: To Be Determined (TBD)

.2 Civil Engineer: To Be Determined

Engineering Ventures
208 Flynn Ave
Burlington, VT 05401

.3 Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

.4 Structural Engineer:

Engineering Ventures
208 Flynn Ave
Burlington, VT 05401

.5 Mechanical Engineer:

Engineering Services of Vermont LLC
9 Washington Street
Rutland, VT 05701

.6 Electrical Engineer:

Engineering Services of Vermont LLC
9 Washington Street

Rutland, VT 05701

.7 Fire Protection Design:

Fire Tech Sprinkler Corp.
340 Hegeman Ave
Colchester, VT 05446

Owner shall provide prompt written notice to Construction Manager of other consultants and separate contractors engaged after the execution of this Agreement, including contact information and field of service.

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Michael Hausley and Mitch Hagar, AIA
MH-2 Architecture Studio
1496 Maple Hill Road
Rochester, VT 05767

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

John Connor, Vice President
Connor Contracting, Inc.
1100 US Route 2
Berlin, VT 05602

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

See CCI Construction Management Proposal dated July 20, 2026.

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

None. See A201-2017™ General Conditions § 5.2 for procedure for selection of Subcontractors.

§ 1.1.15 Other Initial Information on which this Agreement is based:

See CCI Construction Management Proposal dated July 20, 2026.

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.3 All References to "A201-2017", shall refer to AIA Document A 201-2017, General Conditions of the Contract for Construction as amended by the parties.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. Construction Manager's advice and recommendations under Sections 3.1.3.2, 3.1.7 and 3.1.8 are not a substitute for professional services of the Architect and any Consultants or review and approval by the Owner. Construction Manager does not warrant that its advice or recommendations will conform with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities or will be compatible with other

aspects of the design of the Work or the Project, except for professional services specifically required of the Construction Manager by the Contract Documents, which are the subject of AIA Document A201-207 General Conditions of the Contract Section 3.12.10. The Construction Manager is not required to ascertain that the Drawings and Specifications conform to the standard of care applicable to the Architect's services, or are complete or free of error or defect, or are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 Not Used

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; times of commencement and completion required for major components of the Work; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development

of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

See CCI Construction Management Proposal dated July 20, 2026.

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order. Any unused portion of the Construction Manager's Contingency shall be credited back to the Owner. This contingency shall not be reduced until reconciliation of the Cost of the Work pursuant to Section 11.2 and is not for the Owner's use for changes to the work.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed. The Owner is a tax-exempt entity, therefore, no sales tax or any other tax from which the Owner is exempt shall be included in the Cost of the Work.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner’s execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes through a monthly “pending changes” report. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER’S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner’s objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements. The Owner shall provide the Construction Manager with reasonable access to the Project site during the Preconstruction Phase.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.1.7 Hazardous Materials

The Owner will award separate contracts for hazardous materials testing and abatement, if applicable. The Construction Manager will coordinate the schedules of the abatement contractors so that the activities under those contracts are completed without delaying the Work unnecessarily.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

The parties agree as follows: The Construction Manager will provide the pre-construction services in two phases for a total of \$16,900.00 US Dollars:

Phase 1: Provide conceptual estimating services with the information provided by the Architects at a value of \$6,200.00 US Dollars. Construction Manager will provide these services to the Owner if a positive Town bond vote is not achieved.

Phase 2: If after the vote from the Town on a bond for the project, the Phase 1 fee of \$6,200.00 US Dollars will be billed to the Owner. The remaining \$10,700.00 US Dollars will be billed at the completion of preconstruction services as outlined in the fee schedule dated July 20, 2026 by the Construction Manager.

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit "C" attached dated 8/14/2026

Individual or Position	Rate
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§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within six (6) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

(Insert rate of monthly or annual interest agreed upon.)

1.0 % per month

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

Four percent (4.0%) of the cost of work.

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

For changes in the work after execution of the Guaranteed Price Amendment which increases the Cost of the Work, the Construction Manager's Fee shall be increased by the amount which is 5.0% of the net increase in the Cost of the Work resulting from the Change, plus 4.0% Construction Management Fee. However, if the change results in a decrease in the Cost of the Work, there shall be no adjustment of the Construction Manager's Fee.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Not applicable.

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed one hundred percent (100 %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

Not applicable.

§ 6.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

Not applicable.

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to “cost” and “fee,” and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner’s prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms “cost” and “costs” as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term “fee” shall mean the Construction Manager’s Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager’s Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager’s Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner’s prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Compensation at the rates set in Exhibit C for construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner’s prior approval, at off-site workshops, except as stated in Section 7.3.

§ 7.2.2 Compensation at the rates set in Exhibit C for the Construction Manager’s supervisory and administrative personnel when stationed at the site and performing Work, with the Owner’s prior approval.

§ 7.2.2.1 Compensation at the rates set in Exhibit C for the Construction Manager’s supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:
(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

See Exhibit “C” for Construction Manager’s personnel.

§ 7.2.3 Compensation at the rates set in Exhibit C for the Construction Manager’s supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions,

provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3 are included in the rates set in Exhibit C.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement. Any lump sum agreed by Owner and Construction Manager for the performance of components of the Work by Construction Manager's personnel shall be regarded as a lump sum Subcontractor cost for the purposes of the Cost of the Work, rather than actual costs of the labor, materials and equipment covered by that agreement.

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and amounts payable to Construction Manager for portions of the Work self-performed by Construction Manager shall be treated as it were a fixed price subcontract in the amount of the accepted bid (as adjusted by Change Order).

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval, which shall not be unreasonably withheld, conditioned or delayed.

§ 7.5.6 Compensation for Preconstruction Phase services and reimbursable expenses, if included in the Cost of the Work in the Guaranteed Price Amendment.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.6.12 Costs of utilities at the site, including without limitation water, sewer, electricity, heating fuel and communications services including site telephone and internet access. Owner to supply electrical power from the utility service on site.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term “related party” shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and

- .9 Costs for services incurred during the preconstruction phase, unless included in the Cost of Work in the Guaranteed Price Amendment.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the thirtieth 30th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the fifteenth 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than fifteen (15) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 Not applicable.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the percentage of that portion of the Work which has actually been completed.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner’s auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Ten percent (10%) of the progress payment, subject to Sections 11.1.8.1.1 and 11.1.8.2

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Bond and insurance premiums are not subject to retainage.

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

Ten Percent retainage shall be withheld until the project is Fifty (50%) complete. At this point, the retainage will be fixed at Five (5%) of the contract sum and no additional retainage will be held on subsequent applications for Payment.

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. , less an allowance of 150% of the value on incomplete or uncorrected work.

(Insert any other conditions for release of retainage, such as upon completion of the Owner’s audit and reconciliation, upon Substantial Completion.)

Less an allowance of 150% of the value of incomplete work.

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner’s prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

1.0 % per month

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager’s Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☒ [X] Arbitration pursuant to Article 15 of AIA Document A201–2017

☐ [] Litigation in a court of competent jurisdiction

☐ [] Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager’s compensation under the first sentence of this Section 13.1.2 exceed the compensation set forth in Section 5.1. In addition, if the Owner terminates this Agreement after the Construction Manager has presented its Guaranteed Maximum Price proposal, the Owner shall pay Construction Manager a termination fee calculated at three times the amount of the compensation set forth in Section 5.1 as that compensation is adjusted by agreement of the parties.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager for the Owner’s convenience

and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under the first sentence of this Section 13.1.4 exceed the compensation set forth in Section 5.1. plus the amount due pursuant to Section 13.1.5 for any Work performed. In addition, if the Owner terminates this Agreement after the Construction Manager has presented its Guaranteed Maximum Price proposal, the Owner shall pay Construction Manager a termination fee calculated at three times the amount of the compensation set forth in Section 5.1 as that compensation is adjusted by agreement of the parties.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1.

§ 13.1.6.1 [Not applicable.]

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the

Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

The termination fee (After execution of the Guaranteed Maximum Price Amendment authorizing the commencement of the Work) shall be the amount of the Contractor's Fee calculated on the difference between the Guaranteed Maximum Price as adjusted pursuant to the contract documents and the payments made by the Owner.

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the insurance coverage shown on the insurance certificate attached as Exhibit D for the duration of the Preconstruction Services performed under this Agreement

§ 14.3.1.

7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus

a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

A Performance and Payment Bond may be required.

§ 14.4 Not applicable.

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 14.5 Other provisions:

Not applicable.

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1** AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2** AIA Document A133™–2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3** AIA Document A133™–2019, Exhibit B, Insurance
- .4** AIA Document A201™–2017, General Conditions of the Contract for Construction, as amended by the parties.
- .5** Not Used.
(Insert the date of the E203-2013 incorporated into this Agreement.)
- .6** Other Exhibits:
(Check all boxes that apply.)

☒ [X]

Exhibit “C” CCI T&M Billing Rates

Exhibit “D” CCI Certificate of Insurance

AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:

(Insert the date of the E234-2019 incorporated into this Agreement.)

☐ [] Supplementary and other Conditions of the Contract:

- .7** Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving

bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

ARBITRATION NOTICE.

EACH PARTY ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS AN AGREEMENT TO RESOLVE DISPUTES BY ARBITRATION. AFTER SIGNING THIS AGREEMENT, EACH PARTY UNDERSTANDS THAT IT WILL NOT BE ABLE TO BRING A LAWSUIT CONCERNING ANY DISPUTE THAT MAY ARISE WHICH IS COVERED BY THE ARBITRATION AGREEMENT, UNLESS IT INVOLVES A QUESTION OF CONSTITUTIONAL OR CIVIL RIGHTS. INSTEAD, THE PARTIES AGREE TO SUBMIT ANY SUCH DISPUTE TO AN IMPARTIAL ARBITRATOR.

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*

BY: York Haverkamp, Town Manager

(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

BY: John Connor, Vice President

(Printed name and title)

Additions and Deletions Report for **AIA® Document A133® – 2019**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:45:49 EDT on 10/15/2026.

PAGE 1:

AGREEMENT made as of the 13th day of October in the year 2026

Town of Waitsfield

4144 Main Street

Waitsfield, VT 05673

Connor Contracting, Inc.

1100 US Route 2

Berlin, VT 05602

Town of Waitsfield: The Charlie Goodman III Town Garage

761 Tremblay Road

Waitsfield, VT 05673

MH-2 Architecture Studio

1496 Maple Hill Road

Rochester, VT 05767

Civil Engineer:

Engineering Ventures

208 Flynn Ave

Burlington, VT 05401

Structural Engineer:

Engineering Ventures

208 Flynn Ave

Burlington, VT 05401

Mechanical and Electrical Engineer:

Engineering Services of Vermont LLC

9 Washington Street

Rutland, VT 05701

Fire Protection Design: TBD

Fire Tech Sprinkler Corp.

340 Hegeman Ave

Colchester, VT 05446

PAGE 2:

The project includes the construction of a new public works garage and an independent salt storage facility. In addition, the project includes the demolition and disposal of the existing salt storage building. The new facilities will be designed by MH-2 Architectural Studio and their team of design professionals. The Town of Waitsfield Administrator, Highway Superintendent and Public Works Supervisor will provide oversight and decision making for the project.

All design, engineering, survey, boundary line adjustments, Haz-Mat testing, remediation and project permits shall be contracted coordinated and paid for by the Owner.

The new Public Works Garage will be a steel-framed structure of approximately 10,000 square feet, including an office area and equipment area. The construction is expected to commence in the spring of 2027 with substantial completion as soon as possible. The total Construction budget (excluding Owner's costs) is approximately \$4,900,000.00.

PAGE 3:

The total construction budget (excluding Owner's costs) is approximately \$4,900,000.00.

(Provide total and, if known, a line-item breakdown.)

To be developed by Owner with Construction Manager's input during preconstruction Phase, Section 3.1.

To be determined.

TBD

To Be Determined

To be determined once the project schedule is established

TBD

None

To be developed during the Preconstruction Phase

Mr. York Haverkamp, Waitsfield Town Administrator

4144 Main Street

Waitsfield, VT 05673

HYPERLINK "mailto:york.haverkamp@waitfieldvt.gov" york.haverkamp@waitfieldvt.gov

(802)496-2218

PAGE 4:

Michael Hausley and Mitch Hagar, AIA

MH-2 Architecture Studio

1496 Maple Hill Road

Rochester, VT 05767

-

Michael Hausley, AIA NCARB

Mitch Hagar, AIA

MH-2 Architecture Studio

1496 Maple Hill Road

Rochester, Vt. 05767

.1 Geotechnical Engineer: To Be Determined (TBD)

.2 Civil Engineer: To Be Determined

Engineering Ventures

208 Flynn Ave

Burlington, VT 05401

.4 Structural Engineer:

Engineering Ventures

208 Flynn Ave

Burlington, VT 05401

.5 Mechanical Engineer:

Engineering Services of Vermont LLC

9 Washington Street

Rutland, VT 05701

.6 Electrical Engineer:
Engineering Services of Vermont LLC
9 Washington Street
Rutland, VT 05701

.7 Fire Protection Design:
Fire Tech Sprinkler Corp.
340 Hegeman Ave
Colchester, VT 05446

Owner shall provide prompt written notice to Construction Manager of other consultants and separate contractors engaged after the execution of this Agreement, including contact information and field of service.

PAGE 5:

John Connor, Vice President
Connor Contracting, Inc.
1100 US Route 2
Berlin, VT 05602

See CCI Construction Management Proposal dated July 20, 2026.

None. See A201-2017TM General Conditions § 5.2 for procedure for selection of Subcontractors.

See CCI Construction Management Proposal dated July 20, 2026.

PAGE 6:

§ 2.3.3 All References to "A201-2017", shall refer to AIA Document A 201-2017, General Conditions of the Contract for Construction as amended by the parties.

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications Construction Manager's advice and recommendations under Sections 3.1.3.2, 3.1.7 and 3.1.8 are not a substitute for professional services of the Architect and any Consultants or review and approval by the Owner. Construction Manager does not warrant that its advice or recommendations will conform with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities or will be compatible with other aspects of the design of the Work or the Project, except for professional services specifically required of the Construction Manager by the Contract Documents, which are the subject of AIA Document A201-207 General Conditions of the Contract Section 3.12.10. The Construction Manager is not required to ascertain that the Drawings and Specifications conform to the standard of care applicable to the Architect's services, or are complete or free of error or defect, or are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

PAGE 7:

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing written protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project. Not Used

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor for major components of the Work; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

PAGE 8:

See CCI Construction Management Proposal dated July 20, 2026.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order. Any unused portion of the Construction Manager's Contingency shall be credited back to the Owner. This contingency shall not be reduced until reconciliation of the Cost of the Work pursuant to Section 11.2 and is not for the Owner's use for changes to the work.

PAGE 9:

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed. The Owner is a tax-exempt entity, therefore, no sales tax or any other tax from which the Owner is exempt shall be included in the Cost of the Work.

PAGE 10:

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes through a monthly "pending changes" report. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements. The Owner shall provide the Construction Manager with reasonable access to the Project site during the Preconstruction Phase.

PAGE 11:

§ 4.1.7 Hazardous Materials

The Owner will award separate contracts for hazardous materials testing and abatement, if applicable. The Construction Manager will coordinate the schedules of the abatement contractors so that the activities under those contracts are completed without delaying the Work unnecessarily.

The parties agree as follows: The Construction Manager will provide the pre-construction services in two phases for a total of \$16,900.00 US Dollars:

Phase 1: Provide conceptual estimating services with the information provided by the Architects at a value of \$6,200.00 US Dollars. Construction Manager will provide these services to the Owner if a positive Town bond vote is not achieved.

Phase 2: If after the vote from the Town on a bond for the project, the Phase 1 fee of \$6,200.00 US Dollars will be billed to the Owner. The remaining \$10,700.00 US Dollars will be billed at the completion of preconstruction services as outlined in the fee schedule dated July 20, 2026 by the Construction Manager.

See Exhibit "C" attached dated 8/14/2026

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within six (6) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

PAGE 12:

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

1.0 % per month

Four percent (4.0%) of the cost of work.

For changes in the work after execution of the Guaranteed Price Amendment which increases the Cost of the Work, the Construction Manager's Fee shall be increased by the amount which is 5.0% of the net increase in the Cost of the Work resulting from the Change, plus 4.0% Construction Management Fee. However, if the change results in a decrease in the Cost of the Work, there shall be no adjustment of the Construction Manager's Fee.

Not applicable.

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed one hundred percent (100 %) of the standard rental rate paid at the place of the Project.

Not applicable.

Not applicable.

PAGE 13:

§ 7.2.1 ~~Wages or salaries of~~ Compensation at the rates set in Exhibit C for construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops, except as stated in Section 7.3.

§ 7.2.2 ~~Wages or salaries of~~ Compensation at the rates set in Exhibit C for the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 ~~Wages or salaries of~~ Compensation at the rates set in Exhibit C for the Construction Manager's supervisory and

administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

See Exhibit "C" for Construction Manager's personnel.

~~§ 7.2.3 Wages and salaries of~~ Compensation at the rates set in Exhibit C for the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3 are included in the rates set in Exhibit C.

PAGE 14:

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement. Any lump sum agreed by Owner and Construction Manager for the performance of components of the Work by Construction Manager's personnel shall be regarded as a lump sum Subcontractor cost for the purposes of the Cost of the Work, rather than actual costs of the labor, materials and equipment covered by that agreement.

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and amounts payable to Construction Manager for portions of the Work self-performed by Construction Manager shall be treated as it were a fixed price subcontract in the amount of the accepted bid (as adjusted by Change Order).

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval, which shall not be unreasonably withheld, conditioned or delayed.

§ 7.5.6 Compensation for Preconstruction Phase services and reimbursable expenses, if included in the Cost of the Work in the Guaranteed Price Amendment.

PAGE 15:

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work ~~and located at the site,~~ with the Owner's prior approval.

§ 7.6.12 Costs of utilities at the site, including without limitation water, sewer, electricity, heating fuel and communications services including site telephone and internet access. Owner to supply electrical power from the utility service on site.

PAGE 16:

~~.9~~ Costs for services incurred during the Preconstruction Phasepreconstruction phase, unless included in the Cost of Work in the Guaranteed Price Amendment.

PAGE 17:

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the ~~thirtieth~~ 30th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the ~~fifteenth~~ 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ~~fifteen~~ (15) days after the Architect receives the Application for Payment.

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee. Not applicable.

PAGE 18:

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

.4The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

PAGE 19:

Ten percent (10%) of the progress payment, subject to Sections 11.1.8.1.1 and 11.1.8.2

Bond and insurance premiums are not subject to retainage.

Ten Percent retainage shall be withheld until the project is Fifty (50%) complete. At this point, the retainage will be fixed at Five (5%) of the contract sum and no additional retainage will be held on subsequent applications for Payment.

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows: less an allowance of 150% of the value on incomplete or uncorrected work.

Less an allowance of 150% of the value of incomplete work.

PAGE 20:

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

1.0 % per month

☒ Arbitration pursuant to Article 15 of AIA Document A201-2017

PAGE 21:

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under the first sentence of this Section 13.1.2 exceed the compensation set forth in Section 5.1. In addition, if the Owner terminates this Agreement after the Construction Manager has presented its Guaranteed Maximum Price proposal, the Owner shall pay

Construction Manager a termination fee calculated at three times the amount of the compensation set forth in Section 5.1 as that compensation is adjusted by agreement of the parties.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under the first sentence of this Section exceed the compensation set forth in Section 5.1. ~~13.1.4 exceed the compensation set forth in Section 5.1. plus the amount due pursuant to Section 13.1.5 for any Work performed. In addition, if the Owner terminates this Agreement after the Construction Manager has presented its Guaranteed Maximum Price proposal, the Owner shall pay Construction Manager a termination fee calculated at three times the amount of the compensation set forth in Section 5.1 as that compensation is adjusted by agreement of the parties.~~

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. ~~To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.~~

PAGE 22:

§ 13.1.6.1 ~~If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.~~ [Not applicable.]

The termination fee (After execution of the Guaranteed Maximum Price Amendment authorizing the commencement of the Work) shall be the amount of the Contractor's Fee calculated on the difference between the Guaranteed Maximum Price as adjusted pursuant to the contract documents and the payments made by the Owner.

PAGE 23:

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than (\$) for each occurrence and (\$) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than (\$) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual

payment by the underlying insurers.

~~§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than -(\$) each accident, -(\$) each employee, and -(\$) policy limit.~~insurance coverage shown on the insurance certificate attached as Exhibit D for the duration of the Preconstruction Services performed under this Agreement

~~§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than -(\$) per claim and -(\$) in the aggregate.~~

~~§ 14.3.1.6 Other Insurance~~

~~(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)~~

Coverage

Limits

~~§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies~~for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

~~§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:~~A Performance and Payment Bond may be required.

~~§ 14.4 Not applicable.~~

PAGE 24:

~~(If other than in accordance with a building information modeling exhibit~~AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

ARBITRATION NOTICE.

EACH PARTY ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS AN AGREEMENT TO RESOLVE DISPUTES BY ARBITRATION. AFTER SIGNING THIS AGREEMENT, EACH PARTY UNDERSTANDS THAT IT WILL NOT BE ABLE TO BRING A LAWSUIT CONCERNING ANY DISPUTE THAT MAY ARISE WHICH IS COVERED BY THE ARBITRATION AGREEMENT, UNLESS IT INVOLVES A QUESTION OF CONSTITUTIONAL OR CIVIL RIGHTS. INSTEAD, THE PARTIES AGREE TO SUBMIT ANY SUCH DISPUTE TO AN IMPARTIAL ARBITRATOR.

-

Not applicable.

.3 AIA Document A133™-2019, Exhibit B, Insurance and Bonds

.4 AIA Document A201™-2017, General Conditions of the Contract for Construction, as amended by the parties.

.5 ~~Building Information Modeling Exhibit, if completed:~~Not Used.

(Insert the date of the E203-2013 incorporated into this Agreement.)

[-] _____ X] _____

Exhibit "C" CCI T&M Billing Rates

Exhibit "D" CCI Certificate of Insurance

PAGE 25:

BY: York Haverkamp, Town Manager

BY: John Connor, Vice President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, A133-2019 Waitsfield, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:45:49 EDT on 10/15/2026 under Order No. 20250145543 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ - 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



TOWN OF WAITSFIELD

4276 Main Street Housing Rehabilitation

October 19th, 2026

Town of Waitsfield

Town Offices, 4144 Main Street

Waitsfield, Vermont 05673

(802) 496-2218

Re: Support for the Rehabilitation of the Former Methodist Church at 4276 Main Street, Waitsfield, into Year-Round Housing

To Whom It May Concern:

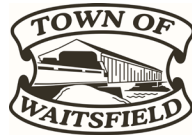
On behalf of the Town of Waitsfield, I am pleased to express the Town's support for Shea Property Services' proposal to rehabilitate the former Methodist Church at 4276 Main Street into seven year-round apartments.

The project represents an opportunity to bring a longstanding village building back into productive use while adding much-needed housing to Waitsfield. By adapting an existing structure rather than developing open land, the proposal supports both local housing needs and the preservation of the Town's traditional settlement pattern.

The project aligns with the housing policies outlined in the **Waitsfield Town Plan, adopted October 9, 2023**. The Plan encourages the adaptive reuse of appropriate existing structures for housing, the rehabilitation of older rental properties, and investment in housing that serves the local workforce. It also supports higher-density residential development within or near village centers, where housing can be connected to existing infrastructure and located within a walkable community. The rehabilitation of this historic village building advances these objectives while respecting Waitsfield's established community character.

The Town Plan also recognizes the need for additional year-round rental housing in the Mad River Valley. The loss of year-round rental apartments has contributed to reduced availability and rising rents, while a regional housing study cited in the Plan reported a rental vacancy rate of approximately 1% in 2020. Adding seven year-round apartments would help address this ongoing need and support the workers, employers, and residents who depend on a viable local rental housing market.

Located on Main Street within Waitsfield Village, a state-designated village center since 2007, the property is well situated to contribute to the vitality of the village. Reinvesting in an existing building in this central location supports the Town Plan's goal of maintaining a compact, walkable village surrounded by open countryside, while strengthening the continued use and vitality of Waitsfield's historic built environment.



TOWN OF WAITSFIELD

For these reasons, the Town supports the proposed rehabilitation as a project consistent with Waitsfield's housing, historic preservation, and village revitalization goals.

This letter expresses the Town's support for the project as described and is not a permit or formal approval. It does not prejudice any review or decision by the Development Review Board or any other municipal body, nor does it constitute a commitment of Town funding, utility capacity, tax treatment, or other municipal action. The project remains subject to all applicable local and state requirements and approvals.

Thank you for your consideration of this application. Please feel free to contact me with any questions.

Sincerely,

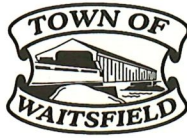
York Haverkamp

Town Administrator

Town of Waitsfield

york.haverkamp@waitsfieldvt.gov

(802) 496-2218 ext. 5



TOWN OF WAITSFIELD

MEMORANDUM

TO: Waitsfield Selectboard
FROM: Jennifer Peterson, Delinquent Tax Collector *JP*
DATE: October 5, 2026
SUBJECT: Request to Abate Small Amounts Due

I am writing to request permission from the Selectboard to abate small property tax balances due of \$5.00 and less for the 2026 tax year. The total write-off, at this time, would be \$3.77 for a total of one (1) tax account, and the accompanying report shows the accounts that would be affected.

This request is consistent with our Town's policy to abate delinquent tax amounts of \$5.00 or less as updated and approved in 2026.

Approved:

Dated: _____

10/05/2026

02:30 pm

Town of Waitsfield Tax Administration

Abatelements Proof Sheet

All Parcels 2026 With Due <= 5.00

Page 1 of 1

jennifer

Account	Year	Name	Principal	Interest	Penalty	Other	Total
016002002-	2026	RICHARDS ROWLAND III	3.71	0.06	0.00	0.00	3.77
		Totals	3.71	0.06	0.00	0.00	3.77

LIQUOR/TOBACCO LICENSE WARRANT

10/19/2026

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

Business Name	Doing Business As	Licensed Since*	Licenses to be Renewed
MadMoose Waitsfield	Mad Moose Bar and Grill	2025	First Class Restaurant/Bar License Third Class Restaurant/Bar License Outside Consumption Permit
MissMariahLLC	Village Grocery	2023	Second Class License Tobacco License

*New applicants need to go before the Selectboard for the first three times of licensure. This is the first time applying for Third Class license under this business name.

Approved:

Date:

NBRC Timber for Transit (T4T)

Narrative

Project Abstract

- Provide a description of the proposed project.

The Town of Waitsfield sees an opportunity in a challenge. The Meadow Road crossing needs a new bridge, and the Town intends to meet a modern engineering problem with New England wood, reconnecting the community with a covered bridge and timber framing tradition the valley risks losing.

Waitsfield requests Timber for Transit feasibility funding to take a modern covered timber bridge at the Meadow Road crossing of the Mad River from concept to a fully designed, permitted, construction-ready project. The award would fund design and engineering, state and federal permitting, and environmental review for the bridge structure, together with the materials specification and community engagement needed to reach construction. The existing Meadow Road Bridge (Structure No. 00024) is a 1955 steel structure that VTrans rates in Poor Condition and posts at 8 tons, well below what the community and its emergency responders require.

The site carries its own history. The steel bridge standing today replaced an earlier covered bridge that served this crossing for roughly a century, a structure still remembered and spoken of in the community. This project would return a covered bridge to the Mad River here, restoring a piece of the valley's character lost more than seventy years ago, in a form that is historic in appearance and entirely modern in capacity.

Today a New England town replacing a failing bridge chooses between two materials, steel or concrete. The Town's question is why there is not a third. A covered timber bridge can be engineered to current codes and standards, AASHTO LRFD and VTrans, and sized, raised, and rated to carry all legal loads and emergency apparatus including fire trucks, ambulances, school busses, fuel trucks, and agricultural equipment. It can be designed for the flood conditions this valley now faces rather than those of 1955. And it can be built from regionally sourced wood, which carries a lower embodied carbon footprint than either steel or concrete. What is missing is not the material. It is the design, engineering, and permitting work that would make timber a genuinely comparable option, priced and documented well enough for a town to choose it. That is what this feasibility project produces, so the next town can ask a different question: of three options, which bridge should we build?

The design phase is also where the skills to build such bridges are passed on, and the Town will require that of its design contract. Timber framers and apprentices will take part in connection detailing and species and grading selection alongside the design engineer, producing a curriculum tied to this structure and a training plan ready for construction. The engineering side matters as much. Few firms in this region have carried an engineered wood structure through final design, load rating and permitting, and this project builds that bench while producing documentation other engineers can draw on.

The crossing sits just off Vermont Route 100 along the Mad River Byway, in one of the most visited corners of the state. The result is a shovel-ready covered bridge package the Town can take to construction funding, and a documented model other rural communities can use.

Project Goals & Outcomes

- What are the project goals and expected project outcomes and outputs? Explain the anticipated economic outcomes and outputs of the project. See Program User Manual for additional instructions on completing this section.

GOAL 1: Deliver a shovel-ready, permitted design.

Establish the feasibility of advanced engineered wood in transportation infrastructure and produce the design that proves it. This award delivers a construction-ready package for a covered timber bridge at the Meadow Road crossing: survey and geotechnical investigation; hydraulic and scour analysis; final design to AASHTO LRFD and VTrans standards; plans, specifications, and a stamped cost estimate; completed NEPA review; and all permits. The design will establish predicted structural performance, service life, and cost for a structure of this type, which no comparable documentation provides today. The existing structure is rated Poor Condition and posted at 8 tons, below what emergency apparatus and farm equipment require; the design will carry all legal loads, remove the posting, and answer the flood and scour conditions this valley now faces rather than those of 1955. Completion lets the Town seek construction funding with nothing left to study.

GOAL 2: Specify advanced wood products in enough detail to purchase them.

The design will identify each engineered wood product the structure requires, the volume of each, delivered cost, and the regional mills and forest sources that can supply it, preferring regional feedstock and manufacture. Outputs: a timber materials specification, a feedstock and supply chain assessment naming regional producers and species, and documented lead times and drying needs. The Town will consult the Southwest Region Planning Commission on its standard glulam bridge designs using species such as eastern hemlock.

GOAL 3: Build framing and engineering capacity during design, not only at construction.

Most workforce development in timber construction waits for the build. This project will not. The Town will require knowledge transfer as a deliverable of the design contract. Timber framers and apprentices will take part in connection detailing and species and grading selection alongside the designer and engineer, producing a curriculum tied to this structure and a training plan ready to execute when construction is funded. The engineering side matters as much. Few firms in this region have carried an engineered wood structure through final design, load rating, and permitting, and this project builds that bench while producing documentation other engineers can draw on. By the time the first timber is cut, the people who will cut it and the engineers who will stamp the next one will already have been in the room.

GOAL 4: Protect the covered bridges the Town already owns.

Waitsfield maintains two existing covered bridges, both vulnerable to strikes from over-height vehicles. This project will design timber clearance structures, commonly called headache bars, for one crossing using the same wood products and connection methods developed for the new bridge. Outputs: one set of stamped design and cost estimate, showing that engineered wood can protect historic timber infrastructure, not only replace it.

GOAL 5: Produce a third option other Towns can use.

Today a New England town replacing a failing bridge chooses between steel and concrete. This project produces the design, cost, and permitting documentation that makes a covered timber bridge a third option a town can evaluate. Outputs: a published case study, technical documentation other engineers can draw on, and presentations to municipalities, VTrans, regional planning commissions, and industry.

ECONOMIC OUTCOMES AND OUTPUTS

The deliverable is a decision-ready package. Its economic value lies in what the package makes possible and in the losses it prevents.

Risk if the work is not done. The 8-ton posting already diverts agricultural, logging, and service vehicles onto longer routes and delays emergency response beyond the crossing. Farmers have told the Town directly that the detour is a real burden on thin margins. Without this work the Town either defaults to steel or concrete, forgoing any forest products benefit, or the structure degrades toward closure.

What the package unlocks. A permitted design with a stamped cost estimate is the precondition for every construction funding source available to a town this size. When construction is funded, that spending flows to regional mills, fabricators, and framers rather than out-of-state steel and concrete suppliers.

An answer to the cost question. Because the Town is designing and pricing a conventional replacement for this same crossing in parallel, this award yields two estimates for the same site, same loads, same river. That comparison does not exist today for a structure of this type, and the Town will publish it either way.

Capacity that outlasts the award. A buildable specification turns general interest in timber bridges into a purchasable design. Trained framers, a curriculum, and engineers experienced in carrying engineered wood through load rating and permitting remain in the region afterward.

Heritage and replication. A designed landmark on the Mad River Byway, the Town's two existing covered bridges protected against over-height strikes, and a transferable package other covered bridge towns can adopt.

Primary KPI: Plans Created (bridge design package, two headache bar designs, training curriculum).

Project Beneficiaries & Community Context

- Describe the project beneficiaries including the service area and demographic data. See Program User Manual for additional instructions on completing this section.

The project serves a set of beneficiaries that widens outward from the crossing itself. Most directly, it serves the residents of Waitsfield (population of 1,875) residents who rely on Meadow Road, including the households, farms, and landowners on the far side of the bridge for whom this crossing is a primary connection to the village and to Vermont Route 100. It also serves the emergency services whose fire apparatus and ambulances are currently constrained by the bridge's weight posting. For those across

the river, a modern covered bridge means not only dependable year-round access and emergency response, but a landmark at their doorstep that can draw visitor traffic and the economic activity that comes with it directly into their part of the community.

This crossing is not solely a vehicular route. The Town maintains a camera at the bridge, and on many days the count of people walking, running, cycling, and pushing strollers across it exceeds the vehicle count. Meadow Road functions as a shared community connection for pedestrians and cyclists as much as for drivers, which is why a safe, welcoming, and enduring bridge matters to residents and visitors alike.

More broadly, the project serves the Mad River Valley (over 5,000 in population) and Washington County (approximately 60,000), a rural region whose economy leans heavily on tourism and outdoor recreation (approximately 750,000 annual tourists), anchored by Sugarbush, Mad River Glen, the scenic byway which means a stronger tourism count in the summer months above and beyond the winter months, etc.. A landmark covered bridge on the Mad River Byway, visible from Vermont Route 100, directly supports the lodging, dining, retail, and recreation businesses that depend on visitor traffic.

The project also serves the regional forest products economy and its workforce: the timber framers, engineered wood manufacturers, designers, engineers, and fabricators who take part in the design, and the apprentices and framers from the Valley, the region, and beyond who will learn advanced and traditional timber framing through the knowledge transfer the Town will require of its design contract. Vermont's forest and wood products industries account for \$1.4 billion in annual sales and more than 9,100 direct jobs, according to the State's 2017 economic contributions report, and this project puts a public structure behind the highest-value end of that sector. It serves the region's engineers and designers as well, few of whom have carried an engineered wood structure through final design, load rating, and permitting. Finally, as a documented demonstration, it serves other rural communities and transportation agencies across Vermont and the NBRC region that could adopt advanced wood products for their own crossings, giving them a lower-carbon alternative to steel and concrete that they can actually evaluate.

Community context: Waitsfield sits in the heart of the Mad River Valley, one of Vermont's most recognizable rural landscapes, a place defined by its river, its working lands, its village character, and a deep tradition of craftsmanship and building. Like much of rural Vermont, the Valley has increasingly become a tourism-driven economy, and the Town is working hard to welcome that economy without losing the rural character that draws people here in the first place. Our approach is smart growth: strengthening our village centers and our working lands, addressing a real workforce shortage, and resisting the urban sprawl that has hollowed out the character of so many places. This is a community that knows both the value of its historic infrastructure and the cost of losing it. Returning a covered bridge to the Meadow Road crossing, built to modern standards with New England wood as well as local and international hands, fits squarely within that vision. It reconnects the community with a building tradition that shaped the Valley, invests in the local workforce through hands-on timber-framing training, and reinforces the rural, village-scaled character we are working to protect. New England timber framing draws interest well beyond this valley, and the Town expects the project to attract framers from outside the region and outside the country who want to learn it, bringing skill into the Valley and carrying its work outward. All of it demonstrates that those traditions have a real place in Vermont's infrastructure future.

Resilience is not an abstraction here. In August 2011, Tropical Storm Irene hit the Mad River Valley hard, and the river that gives this valley its name and its beauty showed its other face. What people remember most is not the damage. It is how the community came together in the days and weeks after, neighbor helping neighbor to dig out and rebuild. That response said everything about who we are. Fifteen years on, the community gathered again through our Irene 15 series, both to mark the strength we found in that disaster and to keep at the harder work of becoming more resilient as extreme weather grows more frequent. That work includes our bridges. The Mad River behaves differently than it did in 1955, and a crossing engineered for the river as it is now is how a small Town does its part. The design this award funds is where that begins.

Statement of Need

- What is the challenge or problem the project seeks to address? See Program User Manual for additional instructions on completing this section.

The immediate challenge is straightforward. The Meadow Road crossing is carried by a 1955 steel girder bridge that VTrans rates in Poor Condition and posts at 8 tons. Eight tons will not carry a loaded fire apparatus, an ambulance, a feed or fuel truck, or most modern farm equipment, and the posting is already being exceeded. The Town's bridge camera has recorded an overweight forage harvester, semi-trucks hauling grass and corn, tractors, and service vehicles crossing a bridge that cannot legally carry them. The alternative is a detour, and farmers here have told the Town directly that it is a real burden on thin margins. The bridge is also a single lane with no separate walkway, so the many people who walk, run, and cycle across it share one narrow travel way with vehicles.

Faced with a problem, this Town looks for the opportunity inside it, and there is a real one here. Waitsfield could replace this bridge the way nearly every town does, in steel or concrete, at the lowest available cost, and the problem would be solved for this crossing but for no other town. Or the Town can use the moment to answer a question nobody has answered: whether a covered timber bridge, engineered to current code and rated for full legal loads, can be built at a cost a rural town can justify. That is what makes this both a bridge replacement and a pilot: the crossing Waitsfield needs, and an answer every town like it can use. The Town will publish that answer whichever way it comes out.

But the problem this application asks NBRC to solve is not entirely the bridge. It is that essentially no design exists for the bridge the Town intends to build, and no shelf to take one off. This bridge will not be copy and paste for the next town, but it gets much closer: a demonstrated design, a real sense of price, added capacity among engineers and designers, and one less reason to stop at the two options everyone already knows.

A conventional replacement is a known quantity. Standard details exist, engineers across the state have delivered many, and the Town has already priced one: East Engineering PLC is under contract for 30 percent design and a cost estimate on the conventional track. A covered timber bridge carrying full legal loads at this span is a different matter. It has no standard details, no catalog, and no routine permitting path. NBRC's own feedback points at the gap, noting that the Southwest Region Planning Commission

received funding to develop standard designs for timber bridge structures using local species. Standard designs are being funded because they do not yet exist.

That gap is a plausible explanation for why rural towns keep defaulting to steel and concrete. The conventional option can be designed, priced, permitted, and bid within a small town's capacity. The timber option cannot, not without someone first paying for the engineering, load rating, hydraulic analysis, environmental review, and materials specification that make it buildable. Until a town does that work and publishes it, the next town faces the same wall. New England has the forest resource, and Vermont's 2017 forest and wood products economic contributions report puts the sector at \$1.4 billion in annual sales and more than 9,100 direct jobs. Vermont still has the craft knowledge. What is missing is the pathway that lets a public project reach for either.

Waitsfield cannot close that gap alone. This is a town of 1,844 residents, carrying at once a community wastewater project, a public works facility heading toward a bond vote, an existing covered bridge approaching two centuries old and needing substantial work, and FEMA-funded culvert replacements. A full design, permitting, and NEPA package for a structure with no precedent is beyond what the Town can fund from its own budget.

A third need will outlast the bridge. The skills that built the covered bridges still standing in this valley are held by a small and aging number of framers. Timber framing is learned by doing, alongside someone who knows how, and it survives only where there is work worth learning on. A design process that includes apprentices, and a construction phase planned from the outset as a teaching setting, is how that knowledge reaches a next generation.

The need is threefold. First, a safe, resilient, code-compliant crossing. Second, a design that makes a covered timber bridge a real option rather than a theoretical one. Nobody doubts such a bridge can be built. The open question is whether a town sitting down to decide will treat it as a serious candidate, and without a priced, permitted, code-compliant precedent to point at, it will not. That precedent is what no small town can produce alone. Third, a working project through which the craft can be passed on.

The project aligns with the Waitsfield Town Plan, the Central Vermont Regional Planning Commission regional plan, and MRV Moves, the Valley-wide active transportation plan the Town helped fund through MRVPD.

Program Investment Priorities

- Explain how your project aligns with Program Investment Priorities. See Program User Manual for additional instructions on completing this section.

A town rebuilding a bridge in New England today effectively chooses between steel and concrete. This project asks why a modern timber crossing should not be the third option, and it asks that question at a structure the Town has to replace regardless. That is what makes it a test rather than a showpiece. What this award funds is the design, environmental review and permitting that would answer it. The Town will not claim construction outcomes from a design award.

Domestically sourced timber. The design would establish the species, grades, volumes and connection details for a bridge framed in Vermont and regionally sourced timber, with structural glulam for the primary members. That specification work is what does not exist yet. There is no plan set a Vermont town can pick up and hand to a contractor for a modern timber highway crossing, and that absence is a real reason towns default to steel and concrete. The material choice also carries an environmental argument worth testing rather than asserting: engineered wood generally has a lower embodied-carbon footprint than steel or concrete and holds sequestered carbon over the life of the structure. The Town intends to have the design team quantify that comparison for this specific structure.

Extreme weather readiness. The Mad River Valley learned hard lessons from Tropical Storm Irene in 2011 and from the flooding Vermont has faced since. This community understands that infrastructure now has to be built for the storms ahead rather than the ones behind. Hydraulic analysis and final deck elevation are central deliverables of this award. Preliminary engineering suggests raising the new structure roughly two feet above the existing deck to pass increased flows, and the design would set that elevation against current hydraulic modeling, state floodplain requirements and the Stream Alteration permit. Meadow Road matters during high water, and a crossing that stays open and safe through the next storm is the practical outcome the design is aimed at.

Education and training. Timber bridge design and heavy timber framing are specialized trades, and the pool of Vermont engineers and framers who have done this work on a public highway structure is small. The Town intends to write the design solicitation so that knowledge transfer is a requirement of the contract rather than an afterthought: the selected team would document its methods and reasoning, host shop and site visits, and create openings for career entry on both the engineering and the framing side. The Town would welcome participation from technical high school carpentry programs, college engineering programs and local schools. The Town also intends to publish the work as a case study with drawings, photographs and a written account of what worked and what did not, so the next town does not start from zero, and to involve regional historical societies and covered bridge preservation organizations who can both inform the design and carry the result further.

State and community priorities. The Waitsfield Town Plan guides every project the Town undertakes, and this one advances several of its stated values: sustainability, resisting sprawl, and supporting the Valley's rural character and history. The Town has been in contact with Vermont's NBRC State Program Manager to align the project with state priorities. Waitsfield is a small rural town carrying a bridge replacement that is large relative to its grand list, and the Town approaches this work with attention to the residents for whom any tax increase is a real burden. A design award is precisely the step that lets the Town understand cost, method and risk before asking anyone to pay for construction.

Replicability. Every crossing is different, and span, hydraulics, soils and right-of-way will always be site specific. What a town can reuse is the method: a documented path from a failing structure through hydraulic analysis, material specification, permitting and bid documents, with the decisions and the costs written down. If this design works, the result is not one bridge. It is a third option a selectboard anywhere in the region can set beside steel and concrete and evaluate on the merits.

Does this project benefit an underserved community?

Yes. The project is located in Waitsfield, in Washington County, which NBRC currently designates as a Transitional county, a designation reflecting a county that has recently experienced high rates of poverty, unemployment, or outmigration, or is economically distressed and underdeveloped. Waitsfield is a rural community of 1,844 residents (2020 U.S. Census), well under the 5,000-person threshold.

Beneath the Mad River Valley's reputation as a resort area lie real and documented socioeconomic stresses, particularly outmigration and affordability pressures that fall hardest on working residents. The Valley's population declined roughly 10 percent between the 2020 census (5,185) and the 2023 American Community Survey estimate (4,677), and the region is aging faster than Vermont as a whole, with sustained losses among working-age households. Housing has grown increasingly out of reach: from 2019 to 2024 the Valley saw a net loss of approximately 81 long-term housing units as primary residences converted to seasonal use, and local wages in several of the community's core sectors, including agriculture, retail, and hospitality, fall below even the wage needed to afford a modest one-bedroom home in the county. The strain shows in rising need: visits to the Mad River Valley Community Pantry roughly doubled between 2016 and 2024, and emergency assistance dispersed by the Mad River Valley Interfaith Council rose 88 percent in a single year, from \$10,329 in 2023 to \$19,440 in 2024.

The project also opens a door that is currently closed to many residents. Timber framing is learned by doing, alongside someone who already knows how, which makes a documented apprenticeship pathway on a public project a real entry point into a skilled trade for people who cannot afford or access vocational school or college. The Town's design contract will require that framers and apprentices take part in the work and will produce a curriculum and a construction-phase training plan carried into construction. In a labor market that increasingly routes opportunity through credentials, this project creates skilled trade opportunity that does not require one. For a working family in this valley, that can mean a credential-free line on a resume or the start of a career in carpentry, in a sector where the work is here and the people who know how to do it are retiring.

This is a small rural community carrying real economic pressures with limited public resources to meet them. A modern, resilient, publicly owned crossing is exactly the kind of essential infrastructure that serves residents, farms, local businesses, and emergency responders in a community that lacks the tax base and redundancy of larger places. The investment directly benefits an underserved, transitional-designated rural community while demonstrating an innovative timber solution with broad relevance to similar communities across the Northern Border region.

* Approach & Methodology

- Provide an explanation of the approach and methodology that will be used to meet the project goals and the expected outcomes and outputs.
See Program User Manual for additional instructions on completing this section.

Purpose. This award takes a modern covered timber bridge at the Meadow Road crossing from concept to a construction-ready design, and produces the cost and technical documentation that lets other rural towns treat timber as a real option. The funded work is design, engineering, permitting, environmental

review and knowledge transfer. Construction is not part of this request. The work runs in four phases over eighteen months, detailed under Project Readiness.

Procurement and team. The Town will competitively procure the design through qualifications-based selection, under 2 CFR 200.318 through 200.327 and Town procurement policy. Criteria will score experience with advanced wood products and with traditional and engineered timber framing, and the solicitation will prefer products made from local feedstocks and manufactured regionally. The structural design must be sealed by a Vermont-licensed professional engineer. The work divides in two: civil and structural engineering covering site plan, approaches, abutments, rock armor, hydraulics and permits, and separately the timber superstructure. Team submissions are welcome and qualifications scored at the team level, so a group pairing a licensed engineering firm with a timber specialist is not disadvantaged. Central Vermont Regional Planning Commission will serve as Local Development District.

Selecting the design. The Town's aim is clear and the enthusiasm for it is genuine: take out the failing structure, and build a modern covered timber bridge in its place. A few questions still need answering before that design is final. The environmental review will document no-build and conventional steel or concrete replacement as considered alternatives, and the conventional replacement the Town is pricing in parallel gives that comparison real numbers rather than assertions. Within the timber direction, the open questions are truss and arch configurations, span and pier arrangements, deck elevation for flood clearance, and foundation and scour countermeasures, weighed on performance, life-cycle cost and constructability.

Specifying the Materials. The deliverable that makes this project useful beyond Waitsfield is a specification detailed enough to buy from. The Town's working estimate is roughly 73,000 board feet: about 36,000 of glulam beams and girders in eastern hemlock or eastern spruce carrying the traffic loads, about 9,000 of heavy sawn white oak decking for durability and rot resistance under traffic, about 20,000 of heavy sawn eastern spruce for trusses and roof, the species most historic covered bridges were framed in, and about 8,000 of eastern white pine sheathing. Glulam in hemlock and spruce is a proven material and the project will not extend to products with a shorter track record. This is the same product and species family NBRC identified in directing the Town to the Southwest Region Planning Commission's standard glulam bridge design work, which the Town will consult. The specification will confirm product type, volume, delivered cost and feedstock source for each component, supported by a supply chain assessment identifying regional mills and species. The feedstock can be sourced from Northern Border states; whether the glulam can also be fabricated in the region is a question the assessment will answer. It will also document lead times and drying: glulam in these sizes can run three to four months and oak decking may need drying to reduce dead load, both able to run parallel to demolition and abutment work rather than delaying the project. The same products and methods will be applied to timber clearance structures, commonly called headache bars, for the Town's two existing covered bridges.

Building capacity while the design is made. Most workforce development in timber construction waits for construction. This project does not. Knowledge transfer is a required deliverable of the design contract, written as a capability requirement rather than named to any firm. Regional framers, apprentices, engineers and engineering students will take part in connection detailing and species and grading selection alongside the design engineer, with sessions documented for reuse. Few firms in this region have carried an engineered wood structure through final design, load rating and permitting,

which is much of why towns are advised toward steel and concrete; this is where that bench gets built. The outputs are a curriculum tied to this structure and a construction-phase training plan ready to execute when the bridge is funded.

Foundational information. The end users are the residents, farms, businesses and emergency responders who depend on the crossing, and the many who cross it on foot and by bicycle. The Town will bring them into the design rather than present to them afterward: abutters, farmers, the fire department, the road crew, the historical society and regional planners will take part in design sessions, and the record will document how their input changed the design. Regulatory information comes from pre-application consultation with the permitting agencies in the first months, before design is fixed, so permit conditions shape the design rather than arrive after it. Title research on the three easements the site is expected to require begins in the same phase.

Alignment and sustainability. The project advances the Waitsfield Town Plan, the CVRPC regional plan, MRV Moves, and Vermont's interest in higher-value markets for its forest products. The design will specify a long service life with an inspection and maintenance plan covering fire risk and over-height strikes. The capacity it creates outlasts the award: regional engineers with engineered wood experience, trained framers, a documented specification, and a published cost comparison other towns can use.

* Economic Impacts

- Economic Impacts include but are not limited to impacts on: jobs, employment, entrepreneurial activity, and wage growth. Economic impacts should be consistent and, where possible, supported by feasibility studies, and/or local, state, or regional data.

What the award itself supports. Of the \$204,090 total project cost, \$193,737 is professional services: structural engineering, survey, hydraulic and scour analysis, environmental permitting, and timber expertise. These are above-median occupations in a rural county, and the Town will procure them through qualifications-based selection weighted toward experience with advanced wood products made from local feedstocks and manufactured regionally.

Setting a new norm. The larger impact is market access for businesses currently shut out of public bridge work. A Vermont sawmill, a glulam fabricator, or a timber framing shop cannot easily be chosen for a town bridge project today, because no specification, no code-compliant precedent, and no credible cost basis exists for a selectboard to point to. The conversation ends before it starts. This award produces what is missing: a materials specification naming product type, volume, delivered cost, and feedstock source; a supply chain assessment identifying regional mills and species; and a stamped cost estimate a town can put next to a steel or concrete number.

Every crossing is its own problem. Span, soils, hydraulics and approaches differ at every site, and no design transfers whole. But that is equally true of steel and concrete, which towns nonetheless build routinely, because the standard details, the cost bases and the permitting paths already exist and only the site-specific engineering has to be done fresh. At minimum this project is a proof of concept. Done properly it is that base layer for timber, and a covered timber bridge becomes as ordinary a starting point as the other two.

The scale is specific. The structure is estimated at roughly 73,000 board feet: about 36,000 of glulam beams and girders in eastern hemlock or eastern spruce, 9,000 of heavy sawn white oak decking, 20,000 of heavy sawn eastern spruce for trusses and roof, and 8,000 of eastern white pine sheathing. Producers capable of supplying this work already exist in the region, among them LSF Forest Products in Jeffersonville and Vermont Heavy Timber in Huntington for timbers and sheathing, Gagnon Lumber in Pittsford and Dara Timber in Berwick, Maine for white oak decking, and New Energy Works in Farmington, New York for glulam. The feedstock can be sourced from Northern Border states. Whether the glulam can also be fabricated in the region is a question the supply chain assessment will answer, and the answer matters: it tells NBRC where in its own region value is captured and where it leaves.

The same is true on the engineering side. Few firms in this region have carried an engineered wood structure through final design, load rating, and permitting, so towns are advised toward steel and concrete by engineers working within their own experience, which is reasonable and self-reinforcing. The documentation this project publishes gives regional engineers a reference and a service line, and the design process puts them through the work once with a public client paying for the learning curve.

On the craft side, timber framing survives only where there is work to learn on. The knowledge transfer required of the design contract puts apprentices and framers alongside the design engineer during detailing and materials selection, producing a curriculum and a training plan. Skilled trade work pays above the county median, and a documented pathway into it is a wage outcome, not only a workforce one.

Economic risk the award mitigates. The harm here is present tense, not projected. The 8-ton posting diverts feed, fuel, trash and service vehicles onto longer routes every week, and farmers have told the Town directly that the detour is a real cost against thin margins. Emergency response beyond the crossing is slowed. Those costs continue until the crossing is replaced, and they fall on the businesses least able to absorb them.

The second risk is where the construction dollars go. Absent this work the Town defaults to steel or concrete, and that spending leaves the region for out-of-state suppliers. This award keeps a regional-supply option on the table long enough to be chosen.

What the package enables. A permitted design with a stamped cost estimate is the precondition for every construction funding source available to a town of 1,844 people. The Town's implementation estimate is \$1,886,000, of which the timber superstructure is \$900,000. Design to reach that point is \$204,090, about eleven percent of implementation, and the share attributable to choosing timber over steel or concrete is roughly five percent of total project cost. That figure is itself a finding other towns can use. When construction is funded the spending flows to regional mills, fabricators and framers, the training plan executes against real work, and the apprentices trained during design are the people doing it. All of that depends on construction funding the Town does not yet have, and the Town will not claim those outcomes from a design award.

Scale and evidence. Vermont's 2017 forest and wood products economic contributions report puts the sector at \$1.4 billion in annual sales and more than 9,100 direct jobs statewide. This project does not claim a share of that figure. It claims to open one public-infrastructure market that sector cannot currently reach, in a state that is overwhelmingly forested and in a region where the mills and the framers already exist. The Town will document the result and publish it whether the cost comparison

favors timber or not, because a demonstration that only reports good news is advocacy, and the towns that follow deserve better than that.

Project Readiness

- Describe if the project is ready for implementation or will require additional planning tasks to begin. Provide a detailed milestone schedule for completion of the project, along with an explanation of the applicant's ability to complete the proposed work within the 3 year period of performance. See Program User Manual for additional instructions on completing this section.

Readiness. This project needs no additional planning before it can begin, because the Town has already done much of what normally consumes a feasibility award's opening phase. The Selectboard has decided to pursue a covered timber bridge here and authorized this application. VTrans has inspected, rated and load-posted the structure, so the condition record is established. East Engineering PLC is under contract for 30 percent design and a cost estimate on a conventional replacement, giving the Town working knowledge of the site and the cost baseline the timber design will be measured against. From that effort the Town holds a completed geotechnical boring, topographic and channel survey, with hydraulic and scour analysis begun; both the Town's engineer and a timber fabricator expect that boring to suffice for a timber superstructure, whose dead load should be no greater than the precast concrete alternative. Site visits have taken place and the early read is favorable. The design solicitation will be drafted and ready to issue on award. What remains is the design, environmental review, permitting and training this award funds.

Boundaries. The study covers the bridge structure at the Meadow Road crossing of the Mad River, plus timber clearance structures for the Town's two existing covered bridges. It delivers 100 percent stamped design, a materials specification and supply chain assessment, completed environmental review and permitting, a stamped cost estimate, easement acquisition, and the curriculum and training plan required of the design contract. It excludes construction, construction administration and inspection.

Milestone Schedule. Eighteen months, four phases.

Months 1 to 3. LDD agreement executed with Central Vermont Regional Planning Commission and kickoff held. NEPA intake submitted and review level confirmed with NBRC. Qualifications-based design solicitation issued and contract awarded. Existing site data tested against the requirements of a timber superstructure. Pre-application consultation opened with VTrans, Natural Resources, Historic Preservation and the Army Corps. Southwest Region Planning Commission consulted on its standard glulam bridge designs. Title research begun on the three easements the site is expected to require. Learning partnerships confirmed with regional framers, mills and Vermont engineering programs.

Months 3 to 8. Alternatives evaluated and a configuration selected. Design advanced to 60 percent. Timber materials specification and regional supply chain assessment completed, covering roughly 73,000 board feet across glulam beams and girders, sawn decking, trusses, roof and sheathing. Headache bar designs produced. Permit applications filed. Hydraulic and scour analysis completed. First public meeting and site walk held. Design sessions with engineers, students and framers documented.

Months 8 to 15. NEPA review completed at the level NBRC determines. Historic review and natural resource screening completed. State and federal permits pursued to issuance. Design advanced to 100 percent with stamped plans and specifications for the superstructure and the headache bars. Easements acquired and recorded.

Months 15 to 18. Stamped cost estimate delivered. Timber framing curriculum and construction-phase training plan delivered. Construction delivery method recommended. Second public meeting held, case study published, award closed out.

SCHEDULE RISK. Environmental review and permitting drive this schedule and are the one variable the Town does not control. The Town's engineer expects a Categorical Exclusion rather than an Environmental Assessment, advises that a Categorical Exclusion alone can take six months or more, and recommends planning permitting including NEPA at roughly twelve months. Expected permits are Vermont ANR Stream Alteration, Vermont ANR Floodplain, sometimes delegated to the municipality, Army Corps of Engineers, and possibly VTrans 1111. The schedule reflects those durations rather than favorable ones, and places NEPA intake and agency consultation in the first phase so review runs parallel to design.

Ability to Complete. Eighteen months sits inside the three-year period of performance with a full year of margin, which absorbs an Environmental Assessment or a slow permit without an amendment. Drawdown begins in the first quarter: under a Partial Notice to Proceed, LDD and NEPA costs are reimbursable before other conditions are satisfied, so funds move well inside the first twelve months.

Notice to proceed and the open award. The Town understands that progress toward a Full Notice to Proceed on its open NBRC Catalyst award is a condition of this project's competitiveness and of its initiation. For this award the Notice to Proceed documentation is reachable quickly, since the LDD contract, the NEPA intake and the procurement record all fall in the first three months. Three easements are expected at this site, so title research sits in the first phase and acquisition in the third, establishing the property interest NBRC requires well before closeout.

* Capacity & Qualifications

- Provide an explanation of the capacity of the organization to meet the project objectives, including any partnerships with other entities to support project. Provide an explanation of the qualifications of the personnel as they relate to project objectives. See Program User Manual for additional instructions on completing this section.

The Town of Waitsfield is the applicant and would be the grantee. Waitsfield is a small rural municipality governed by an elected Selectboard, with a full-time Town Administrator, a Treasurer, a Road Foreman and highway crew, a Planning and Zoning Administrator, and retained town counsel. The Town maintains audited financial statements and an active SAM.gov registration with a current Unique Entity Identifier.

Capacity to administer a federal award is not theoretical here. The Town is currently administering awards from the Northern Border Regional Commission, the Federal Emergency Management Agency,

the Vermont Agency of Transportation including a federal-aid project, and state revolving fund and grant programs. That portfolio means the systems a federal award depends on are already running: segregated project accounting, documented procurement, reimbursement requests supported by invoices and proof of payment, federal financial reporting, record retention, and the internal controls that make a single audit survivable. The Town has an existing relationship with NBRC staff and has already worked through NBRC's reporting and reimbursement process on a separate award. This application would not be the Town's first NBRC grant.

The Town is also candid about the limits of a small staff, and has shown a willingness to add capacity rather than overextend it. For its community wastewater project the Town is retaining a municipal project manager to carry day-to-day coordination, documentation and compliance, and the Town would do the same for this project if the scope warrants it. Hiring that capacity is a deliberate choice about efficiency and transparency. A dedicated project manager keeps the record clean and the schedule honest, and produces a better outcome than asking existing staff to absorb a federal award on top of a full workload.

The Town also brings something uncommon to a timber bridge project: it already owns and maintains two of them. The Great Eddy Village Covered Bridge and the Pine Brook Covered Bridge are both Town structures carrying public roads, and the Town has funded and overseen engineering and repair work on them, including structural assessment of the Great Eddy floor system. The Town therefore knows from direct experience, not enthusiasm, what a timber highway structure demands over its life, where it deteriorates, what inspection it requires, and what it costs to keep in service. That experience is the basis for the Town's interest in modern engineered timber, and it is why the Town is approaching this as a design and feasibility question rather than assuming the answer.

Project-specific groundwork is already done. The Town has a contracted bridge engineer working on the Meadow Road Bridge, and that work has produced geotechnical borings, topographic survey and channel survey at the crossing, along with structural evaluation of the existing structure. Those are inputs a timber design team would otherwise have to generate, and they are in hand and paid for. The Town also has a conventional replacement design pathway under way, which means the design this award funds can be evaluated against a real alternative rather than against an assumption.

Partnerships. The Town intends to engage the Central Vermont Regional Planning Commission as its LDD, consistent with NBRC's requirement, and has an established working relationship with CVRPC staff from prior and current projects. During pre-application development the Town consulted Vermont heavy timber fabricators and suppliers to confirm that the species, volumes and engineered members this span would require are available in state and in the immediate region. No design or fabrication firm has been selected or promised work. The design services this award funds would be competitively procured under 2 CFR 200.318 through 200.327 using qualifications-based selection, with demonstrated heavy timber and engineered wood experience as scored evaluation criteria. The Town would also pursue partnerships with technical education and college engineering programs and with regional preservation and historical organizations as the design proceeds.

Personnel. The Town Administrator is the Town's grant administrator across its federal and state awards, with direct responsibility for procurement, reimbursement, reporting and compliance, and would be the point of contact for this award. The Treasurer maintains project accounting and processes reimbursement requests. The Road Foreman provides operational knowledge of the crossing, its traffic,

maintenance history and load restrictions. Town counsel reviews contracts, easements and procurement documents. The Selectboard holds contracting and expenditure authority and takes formal action in warned public meetings. Licensed engineering and environmental permitting work would be performed by the procured design team under a stamped design, a requirement the Town is not attempting to substitute for in house.

Budget Narrative

Justification for Project Cost

- Include a cost-justification for each expense over \$5,000 included in the budget table above, otherwise add N/A.

Every cost in this budget is a professional service. Nothing here buys materials, equipment or construction. The Town has already paid for the geotechnical borings, topographic survey and channel survey at this crossing, so whoever wins the design work starts with that data rather than billing to produce it.

The table shows three kinds of work. Engineering is licensed professional engineering. Timber consulting is the heavy timber design and constructability input developed alongside the engineer of record. Administrative is Town staff time, recording and filing. Every line comes in above \$5,000, so each one is explained here.

No firm or individual has been selected for any of this work. All design, engineering and timber consulting services will be competitively procured under 2 CFR 200.318 through 200.327 using qualifications-based selection, with demonstrated heavy timber and engineered wood experience among the scored criteria. The figures below are estimates built from the Town's contracted bridge engineer and from cost information across the engineering and heavy timber sectors, not quotes from a chosen provider.

Lawyer to draft easements. \$8,367 legal, \$986 administrative, \$9,353 total. Preliminary engineering has identified three easements required to build a replacement structure at this crossing. The figure covers title review, drafting, landowner negotiation and recording for three separate instruments at prevailing municipal counsel rates in central Vermont. This is not optional. NBRC requires a Notice of Federal Interest recorded against real property, and the Town must hold the necessary land rights before that can occur. Securing easements during design rather than after keeps the project on the critical path.

Civil engineer to design approach, roadway and abutments. \$85,940 engineering, \$4,297 timber consulting, \$90,237 total. This is the largest line because it carries the most engineering risk. Scope includes hydraulic analysis and final deck elevation, abutment and foundation design, approach and roadway geometry, and the state and federal permitting that follows from work in and over the Mad River. The structure sits in a mapped floodplain on a river with a documented flood history, so the hydraulic work is substantive rather than routine. The timber consulting allocation covers coordination between the civil design and the timber superstructure, which must be resolved at the abutment and bearing interface during design rather than left to a contractor.

Structural engineer and timber consultant to design the timber superstructure. \$62,500 engineering, \$23,500 timber consulting, \$500 administrative, \$86,500 total. This is the work that does not currently exist and the reason the Town is applying to Timber for Transit. There is no plan set a Vermont town can adopt for a modern engineered timber highway crossing, so the superstructure must be designed from first principles to AASHTO LRFD and VTrans standards and stamped by a licensed engineer. Scope includes member sizing and glulam specification for the primary members, connection design, species and grade specification tied to regional feedstock availability, moisture and durability detailing, load rating, and coordination with fabrication at shop drawing level. The timber consulting allocation is substantial because engineered timber design depends on fabrication knowledge that general structural practice does not carry, and the two have to be developed together.

Structural engineer and timber consultant to design the headache bar. \$8,000 engineering, \$2,000 timber consulting, \$10,000 total. A covered structure requires overheight vehicle protection at both approaches. Headache bars stop or divert an overheight vehicle before it reaches the portal, and overheight strikes are a leading source of damage to covered bridges in service. The Town owns and maintains two covered bridges, so this is a problem it has lived with rather than read about. The protection must be structurally engineered and detailed to VTrans standards for placement and signing, not improvised in the field.

Cost to implement design knowledge transfer with engineers and craftspeople. \$1,000 engineering, \$6,000 timber consulting, \$1,000 administrative, \$8,000 total. This line funds the knowledge transfer the Town intends to require as a condition of the design contract. Scope includes documented sessions in which the design team walks engineering and framing practitioners through the methods, assumptions and detailing decisions behind the design, plus the written and photographic record that allows the approach to be used elsewhere. The pool of Vermont engineers and framers who have taken a timber bridge through public highway design and permitting is small. This cost is what turns one town's design package into regional capacity.

Total project cost is \$204,090, with \$102,045 requested from NBRC and \$102,045 provided by the Town at the 50 percent match rate.

TOWN OF WAITSFIELD, VERMONT

Selectboard Meeting Minutes

Monday, September 28, 2026

Draft

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

Staff Present: York Haverkamp, Town Administrator

Others Present: John Connor, Mitch Hager, Michael Housley

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)

The order of items was adjusted.

2. Public Forum

Nobody requested time to address the Board.

II. Regular Business

1. Town Garage Bond

The revised numbers provided by the design team were reviewed, and there was some discussion regarding the amount of owner contingency to include. It was also discussed that there are options for reductions in cost, such as reducing the size of the planned solar array and adjusting the salt shed plans, should these become necessary as the project progresses. It was agreed that further investigation is needed related to the costs and benefits of battery storage as opposed to the installation of a generator, including associated incentives. The potential debt service numbers were reviewed, along with the available reserve balances and anticipated LOT receipts to be put toward the project. Board members concluded that the proposed bond amount of \$5,975,000 should be pursued.

MOTION: *A motion to approve the Resolution of Necessity for Town Garage construction in the amount of \$5,975,000 passed unanimously.*

MOTION: *A motion to approve an order to submit the proposition of incurring bonded debt in the amount of \$5,975,000 to the qualified voters passed unanimously.*

MOTION: *A motion to approve the Warning of the November 3, 2026 Special Town Meeting passed unanimously.*

MOTION: *A motion to approve the use of Australian ballot for the Article to be voted at the November 3, 2026 Special Town Meeting passed unanimously.*

MOTION: *A motion to authorize the Town Administrator to publish the Notice of the November 3, 2026 Special Town Meeting in the Valley Reporter, along with the date of the Public Informational Hearing and notice of availability of ballots by request, and following the addition of supplemental call-in information to the notices as appropriate, passed unanimously.*

MOTION: *A motion to approve the Declaration of Official Intent to Reimburse the debt associated with the \$5,975,000 bond passed unanimously.*

50
51 **2. Consider Approval of Fire Station Mobile Rack**

52 Mr. Shupe reminded the Board of this request, and confirmed that Fayston had approved their 40%
53 contribution, noting that there were funds available in Waitsfield's Reserve for this purchase.
54

55 **MOTION:** *Mr. Babbott-Klien moved to approve an amount not to exceed \$4400 for the purchase of*
56 *mobile gear racks for the Fire Station. The motion was seconded by Mr. Messer, and passed*
57 *unanimously.*
58

59 **3. Meadow Road Bridge**

60 NBRC Timber for Transit (T4T) – Mr. Haverkamp reported that borings were completed, which will
61 provide information for the 30% design work that Tyler Billingsley is completing. Mr. Billingsley is
62 sharing engineering information regarding abutment requirements with the T4T team.
63

64 Mr. Haverkamp also reported that the Town has been invited to submit a full application through
65 the T4T program for feasibility work to be undertaken for a covered bridge; this work would include
66 planning for NEPA requirements, and other pre-construction planning that is necessary, and the
67 grant request can be up to \$1M. He explained that NBRC is very excited about this project, seeing
68 it as a beneficial demonstration bridge, and noted that a construction grant may also be applied for
69 in 2027.
70

71 Board members agreed to continue pursuing the T4T option, particularly if the costs are
72 comparable, and agreed that Mr. Haverkamp should move ahead with the full application for
73 feasibility work as proposed by NBRC. It was confirmed that the timing will continue to be
74 appropriate for the use of FEMA funds which have been allowed for this project.
75

76 Engineer Design Questions – Mr. Haverkamp posed some questions which Mr. Billingsley had asked
77 to have answered. Board members confirmed that the bridge should be one lane, with a
78 pedestrian walkway. They asked that Mr. Haverkamp consult with the Fire Department, the Public
79 Works Department, and David DeFreest regarding an appropriate width for the driving lane, and
80 there was some discussion of the height, width, and potential separation of the walkway.
81

82 In order to make a decision regarding the use of steel or concrete for the support beams, the Board
83 asked for further information regarding the pros and cons of each.
84

85 Bridge Closure Potential – The Board discussed what situations might lead to closing of the bridge.
86 It was agreed that following any high water event, the bridge should be closed until an inspection
87 takes place. It was also agreed that it should be closed if other area bridge closure(s) lead to the
88 Meadow Road being used as a detour. There was also some discussion of enforcement of the
89 speed limit on North Road.
90

91 **4. Review Bids for Old Center Fayston Road and Center Fayston Road Culverts**

92 The bids were included in the meeting packet; the low bid was provided by Hallstrom Excavating,
93 and Dexter Lefavour recommended that they be awarded the project. Hallstrom indicated that the
94 work could be completed in 2027 and would not require road closures. Mr. Haverkamp confirmed
95 that the temporary culverts currently in place would be reused. He also noted a scope of work
96 change, which has been approved to be submitted to FEMA, indications are that this extra amount
97 will be allowed.
98

MOTION: *Mr. Messer moved to authorize the Town Administrator to sign a contract with Hallstrom Excavating in the amount of \$689,410 for this culvert work, following the receipt of all necessary signed easements. The motion was seconded by Mr. Babbott-Klein, and passed unanimously.*

5. Wastewater Project

Municipal Project Manager – Mr. Haverkamp explained that this position is important for the success of the project; further details to be discussed in Executive Session.

Treatment Plant Building Color – There was some discussion regarding the color of the building, with it being agreed that this will be discussed further at a future meeting.

6. Work Plan Review

York had updated the Plan to include each item's status, and he noted that next he will be noting which items are fully completed by moving them to a different spreadsheet column.

Mr. Shupe noted that the Pocket Park maintenance and Library park safety matters should be added to the Plan, and the logistics of adding/noting new projects to the list were discussed.

7. Consent Agenda

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

- Approve Bills Payable & Treasurer's Warrants
- Approve Minutes of 09.14.2026 and 09.15.2026
- Approve Public Festival Permit and Waive Fees: Ski and Skate Sale

8. Town Administrator's Report

Mr. Haverkamp had nothing to add to his written report. Board members acknowledged and thanked Mr. Haverkamp for his efforts and ability to manage multiple issues and projects on an ongoing basis.

Mr. Haverkamp indicated that nine applications had been received for the open Public Works Department position.

9. Selectboard Roundtable

Ms. Ursprung reported that the Rural Resource Commission is planning to submit a grant application for a study of the movement of hill farms down to the river valley, within the context of flooding.

Mr. Babbott-Klein offered a reminder of the useful information which can be found in monthly MRVPD staff reports.

Mr. Messer reported that Bridget Ritchie, new Emergency Management Coordinator, has successfully passed the first two training levels.

Mr. Shupe noted that another item to be added to the work plan is the historic marker for the Wait House, previously proposed by Mr. Messer.

III. Executive Session

MOTION: *A motion to find that premature general public knowledge would clearly place the public body or a person involved at a substantial disadvantage passed unanimously.*

148
149 **MOTION:** *A motion to enter Executive Session per 1 VSA §313(a)(1)(A) [Contracts] inviting Mr.*
150 *Haverkamp to join, passed unanimously.*

151
152 The meeting entered Executive Session at 8:29 pm and returned to open session at 9:25 pm.

153
154 It was noted that there would be no Board meeting on October 5, as previously scheduled, and that
155 the Board will instead meet on October 19.

156
157 **IV. Adjourn**

158 The meeting adjourned at 9:26 pm.

159 Respectfully submitted,
160 Carol Chamberlin, Recording Secretary