

**TOWN OF WAITSFIELD
SELECTBOARD MEETING
Monday, August 26, 2024
6:30 P.M.**

Please see note below for access

I. Call to Order: 6:30 PM

1. Agenda additions, removals, or adjustments per 1 V.S.A. § 312 (d) (3) (A).
2. Public Forum

II. Regular Business.

1. Town Gravel Pit/Workforce Housing proposal/discussion
2. LHMP follow up
3. Wait House Lease and User Agreement Review
4. Letter of Support for Downstreet Housing project
5. Authorize select board chair to sign ESA agreement for Wastewater engineering services
6. Follow up on Policies and Ordinance updates
7. Select Board Roundtable
8. Consent Agenda:
 - a. Consider Approving the Minutes of 8/12/24
 - b. Bills Payable and Treasurer's Warrants
 - c. Liquor license warrants
 - d. Approve Klimek Tree Planting expenses
9. Executive Session
 - a. Enter Executive Session pursuant to 1 V.S.A. § 313 (a) (3) [Personnel]
 - b. Pursuant to 1 V.S.A § 313 (a) (1) find that premature general knowledge of confidential attorney- client communications made for the purpose of providing professional legal services to the public body would clearly place the public body or a person involved at a substantial disadvantage
 - c. Enter Executive Session pursuant to 1 V.S.A. § 313 (a) (1F) [Confidential attorney-client communications]

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

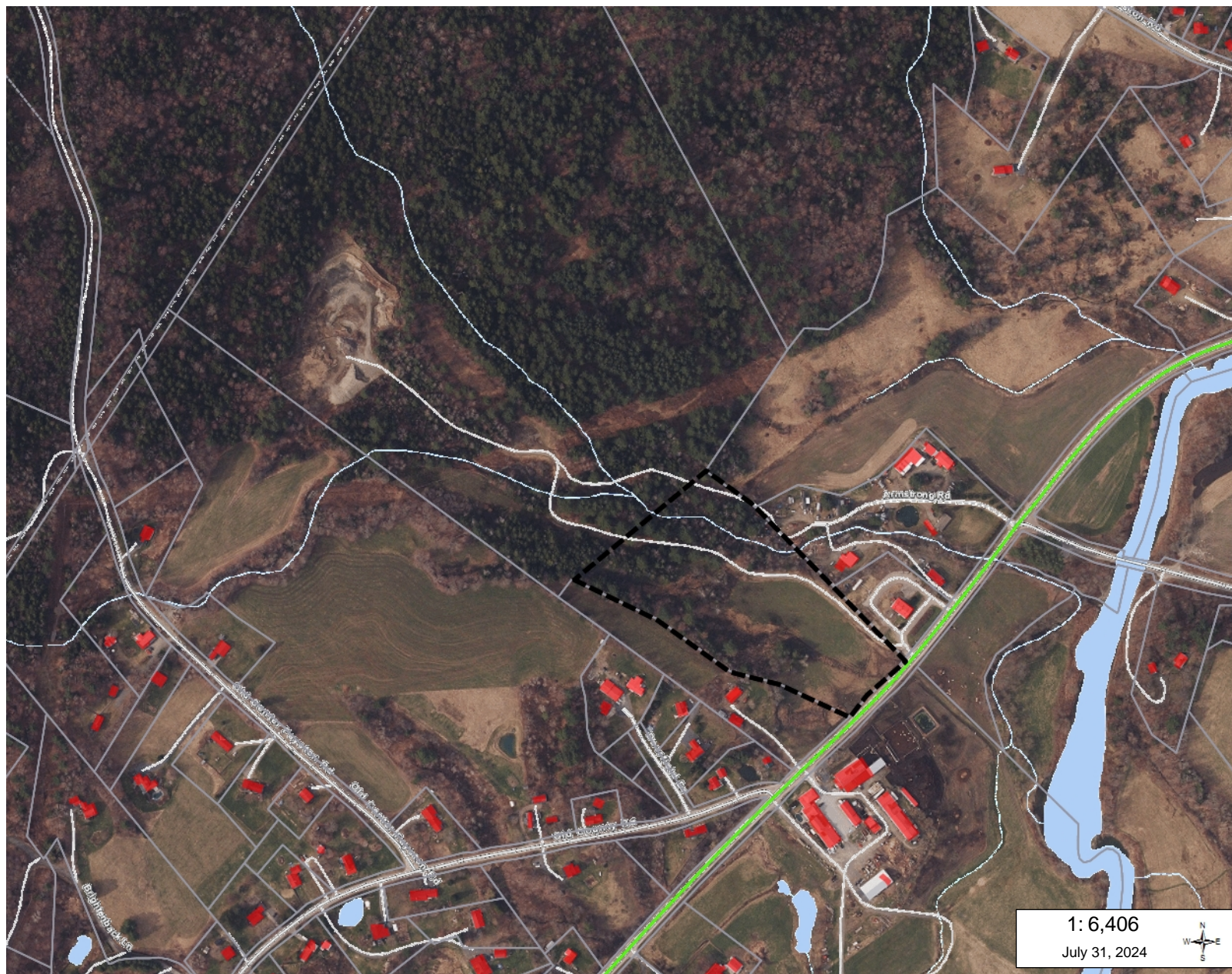
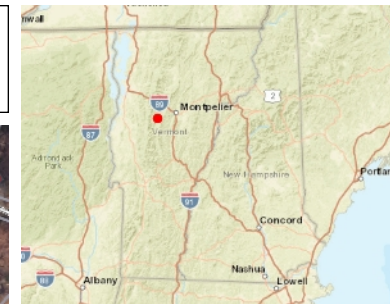
By phone: 1 (929) 205-6099

Anyone wishing to speak can do so during the designated times, as

indicated by the chair. ALL TIMES ARE APPROXIMATE

Waitsfield Town Offices • 4144 Main Street • Waitsfield, VT 05673

Chach Curtis * Fred Messer * Christine Parisi, *Chair* * Brian Shupe, *Vice Chair* * Larissa Ursprung
Town Administrator: Vacant (802) 496-2218, x5 townadmin@gmavt.net or
waitsfieldselectboard@gmavt.net



LEGEND

- Building footprints
- Parcel polygons
- Inactive parcels
- ✈ Airports
- + Rail Lines
- Town Boundaries
- County Boundaries
- Buildings
- Village Boundaries
- Image
- Red: Band_1
- Green: Band_2
- Blue: Band_3
- VT State Boundary



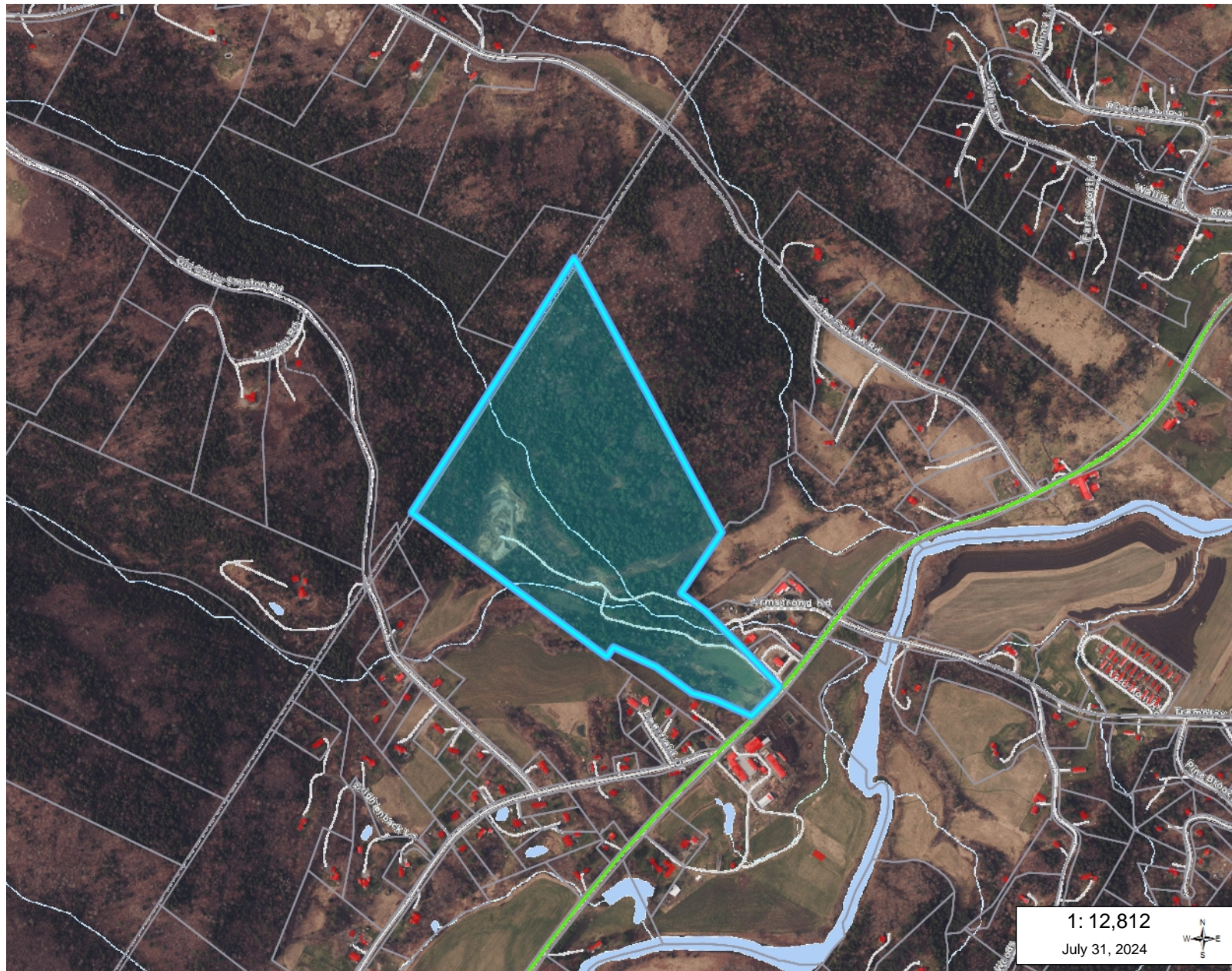
1: 6,406
July 31, 2024



NOTES

0.20 0 0.10 0.20 Miles
 WGS_1984_Web_Mercator_Auxiliary_Sphere 1" = 534 Ft. 1cm = 64 Meters
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1: 12,812

July 31, 2024



NOTES

0.40 0 0.20 0.40 Miles

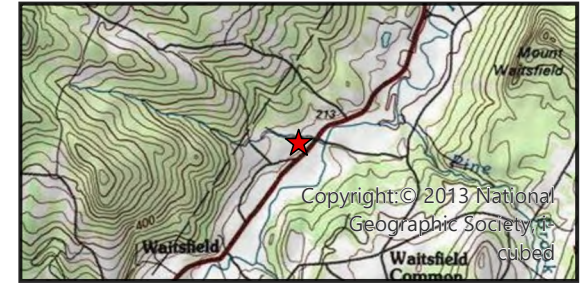
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1" = 1068 Ft. 1cm = 128 Meters
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Soil Key	Soil Description	Hydric	Hydrogroup	On Site	KfactWS	Prime	Ag Value
2A	Ondawa fine sandy loam, 0 to 3 percent slopes, frequently flooded	N	B	IIIg	.32	Prime (f)	1
60A	Weider very fine sandy loam, 0 to 3 percent slopes	N	C	IIIb	.37	Prime (f)	3
39C	Colton gravelly sandy loam, 8 to 15 percent slopes	N	A	Ia	.10	Statewide (a)	8
39B	Colton gravelly sandy loam, 3 to 8 percent slopes	N	A	Ia	.10	Statewide	6
60A	Weider very fine sandy loam, 0 to 3 percent slopes	N	C	IIIb	.37	Prime (f)	3
3A	Rumney fine sandy loam, 0 to 3 percent slopes, frequently flooded	Y	B/D	IVa	.20	Statewide (b)	4d
41D	Buxton silt loam, 15 to 25 percent slopes	N	D	IIIe		NPSL	8

Location



Legend

- Possible Septic Area
- Possible Single Family and/or Duplex Residential
- Possible Access Road
- Possible Parcel Boundary
- Tax Parcel Boundary
- NRCS Soils
- NRCS Hydric Soils*

* = Layer does not occur within the map extent.

** = FEMA Flood Zone layer contains FEMA-digitized data only. Some locations may not have data.

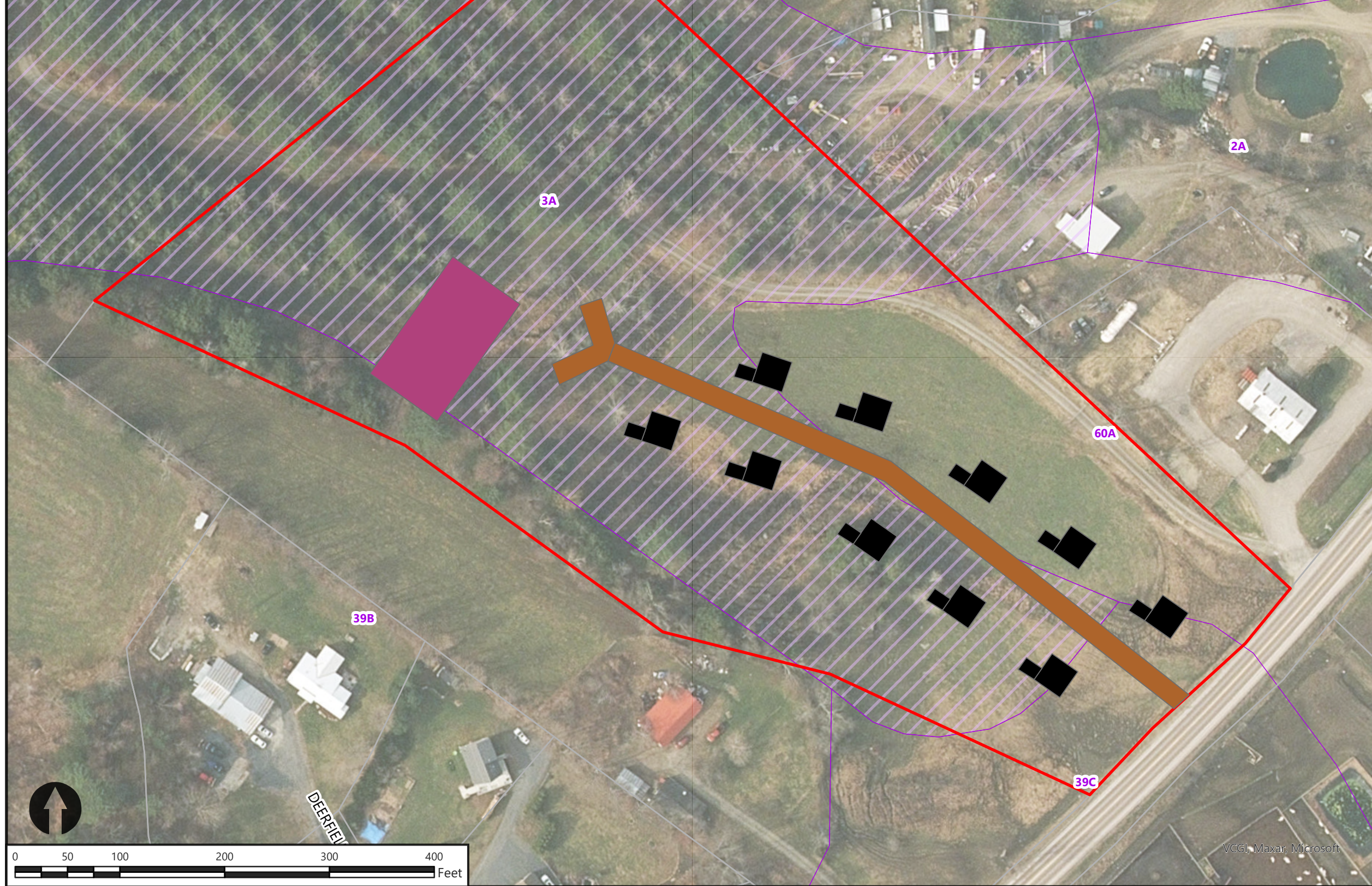
Sources: Aerial Imagery by VCGI (Various dates); Streams by VHD (2018); VT E911 Roads (2019); VT Significant Wetland by ANR (2021); Soils by NRCS (2021); Contours by VCGI & CCRPC (Various dates); RTE Species and Natural Community by VT Fish & Wildlife (2020); Uncommon Species by VT Fish & Wildlife (2020). Tax Parcel Boundary compiled by VCGI; Deer Wintering Area by ANR (2020); River Corridor by ANR (2019); Groundwater & Surface Water Protection Areas by ANR (2019); All other layers by TCE (2021).

Disclaimer: The accuracy of information presented is determined by its sources. TCE is not responsible for any errors or omissions that may exist. Questions of on-the-ground location can be resolved by site inspections and/or surveys by a registered surveyor. This map is not a replacement for

**Shea
Route 100
Waitfield, VT**

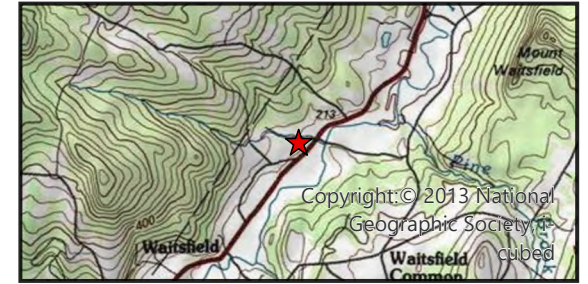
Concept Map

Project: 24-
Prepared By: ERL
8/06/24
1 inch = 100 feet



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- VHD Stream
- FEMA Flood Zone A
- AE*
- Wetlands Advisory
- Deer Wintering Areas

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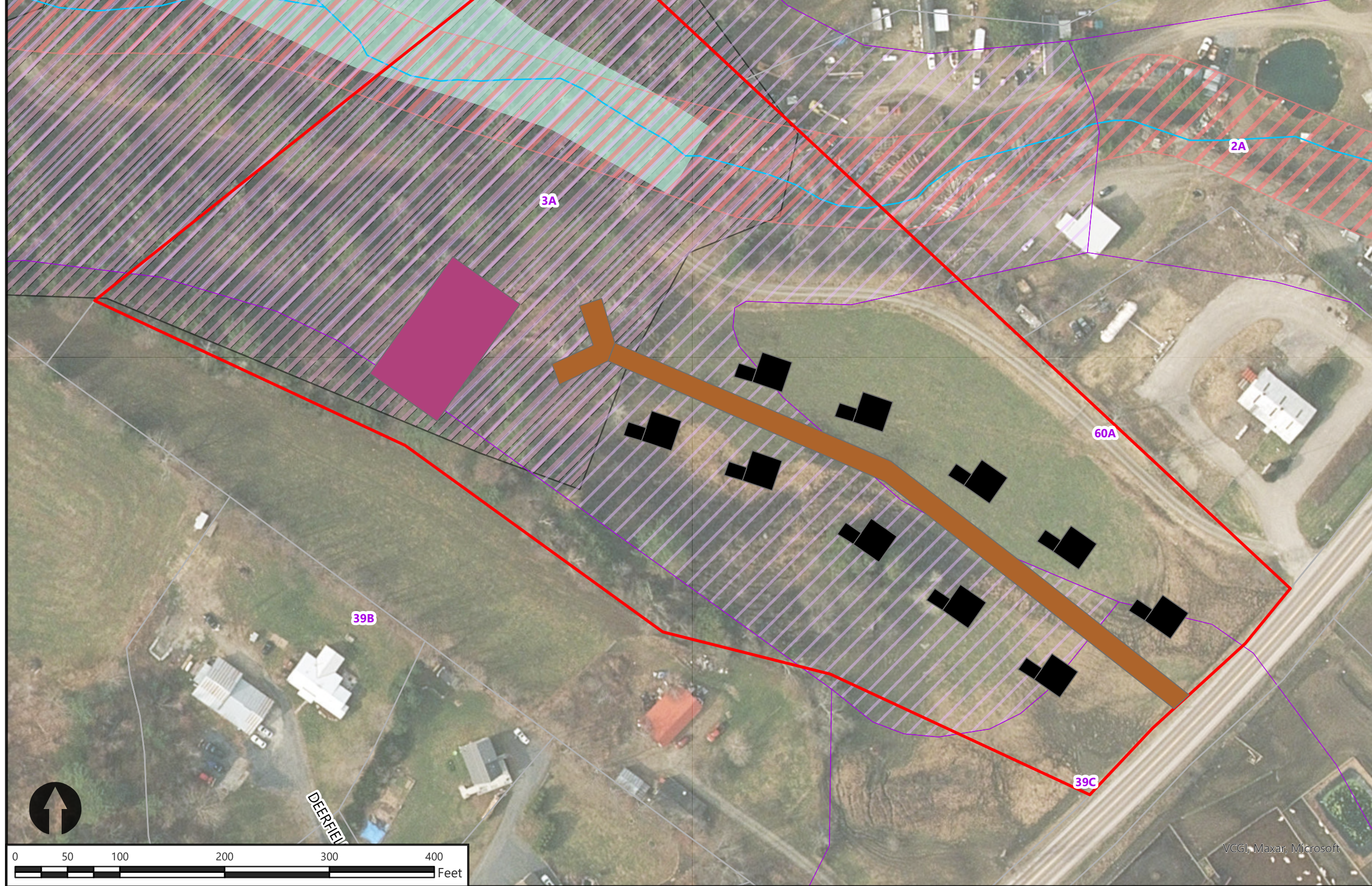
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DRAFT v1

Town of Waitsfield

This permit is administered by:
the General Wait House Commission
4144 Main Street
Waitsfield, VT 05673
(email address?)

Group making request: _____ Date _____

Address: _____ Phone# _____

Requested date(s) _____ Time of usage: From _____ am/pm to: _____ am/pm

Purpose: _____

Is the general public invited? Yes No

Is your organization a Not-for-Profit? Yes No If yes, ID Number _____

Will admission be charged? Yes No If yes, how much? \$ _____

Is proof of liability insurance attached? Yes No If no, the request for a permit may rejected.

Will any utilities from the General Wait House be used? Yes No If yes, what and how much?

Usage fee of \$ _____ is attached. Yes No

A security deposit of \$ _____, is attached. Yes No

Point of Contact:

Name _____ Phone #: _____

Address: _____

Email address: _____

Rules & Policies:

Hold Harmless: The organization or jewels dissipating or requesting the use of the premises agrees to hold harmless and then I the town of Waitsfield or the general wait house commission for any damages or injuries associated with this event.

Children: Activities involving children must have supervision *at all times*.

Insurance: the sponsor of any group or organization applying for use of the premises for any purpose which, in the opinion of the approving town official, may require appropriate insurance coverage shall provide a certificate of insurance naming the Town of Waitsfield and the General Wait House Commission as an additional insured.

Non-Discrimination: Participants will not be restricted from participation for reasons of race, religion, gender, sexual orientation, creed, national origin, or disability.

Preference: In the event of a schedule conflict, preference will be given to the free programming that is accessible to the widest number of participants.

Trash: "Pack it in, pack it out!" All trash must be removed, and the premises must be left in good order.

Neighboring properties: The privacy and boundaries of the adjoining residential properties must be respected. Activities must be directed away from them to extend respect. Crossing through yards without the owner's permission is expressly prohibited.

Parking: Do not park on grass areas, ever! Tenants of the General Wait House have priority on parking. Additional parking may be available at the Waitsfield Municipal Building.

I have read and agreed to ensure these rules and policies are understood and will be abided by.

Signature of Person Responsible: _____

+++++

Administrative Action

Approved Yes No Conditions: _____

Denied Yes No Reason: _____

Officiating Town Officer signature: _____

Title: _____

Date _____

DRAFT v1

OFFICE LEASE AGREEMENT

TENANT

Waitsfield Historical Society
4061 Main Street
Waitsfield, VT 05673

LANDLORD

Town of Waitsfield
Administered by:
The General Wait House Commission
4144 Main Street
Waitsfield, VT 05673

PURPOSE

The purpose of this **Office Lease Agreement** is to make sure that both parties are aware of their responsibilities in this agreement. Here are the lease property details:

Lease Property Type: **Commercial, nonresidential**

Lease Property Description: **Rooms Designation: Office #101, Office 102, Parlor #103, parking area, office entrance, co-use of conference room & kitchen. It is suitable for an office.**

Lease Property Address: **4061 Main street, Waitsfield, VT.**

TERM

Office occupancy will start on:

The effectivity of this Office Lease Agreement will start on **Sunday, September 01, 2024** until **Saturday, August 30, 2025**

PAYMENT

The monthly rent is **\$,000.00 (monthly Rent.**

Rent is due on the first of every month without notice.

An initial deposit of **\$500.00** will be required.

The selected payment method is **Check or electronic money transfer.**

The Landlord is not allowed to increase the rent payment in 1 year. It means that it can only be increased once every year.

The Landlord will provide a receipt upon request for every payment. If requested, a printed copy will be provided or a digital copy will be sent to the tenant's email.

Room Designation	Square footage	Price per Square foot	Total room price
Parlor #103	236	Gifted	0.00
#101	150		
#102	250		
<hr/>			
Totals	636		

Previous Leases/Agreements

All previous leases are hereby superseded. Any and all agreements, memorandums of understanding, and such, whether written or verbal, are null and void.

Security Deposit A security deposit of \$500 is due at the signing of the lease.

Termination

The Tenant may terminate this lease with two (2) months written notification to the landlord.

Utilities & Taxes - The landlord agrees to pay for all utilities and property taxes except for

telephone service. Landlord shall pay for snow removal and lawn and grounds upkeep.

ALTERATIONS

Alterations and upgrades of any kind and or hardware component of the leased property is not allowed without written permission from the Landlord.

INDEMNIFICATION

The Landlord will not be liable for any expense, damage, or loss to any person or Tenant's property.

The Landlord will not be liable for theft.

The Landlord will not be liable for any injury, illness, or damage to other persons

INSPECTION, REPAIRS, MAINTENANCE

Major repairs or issues with the leased property will be handled by the Landlord. The Landlord has the right to perform an inspection of the leased property provided that the given date and time are shared with the Tenant.

SUBLETTING

The Tenant is not allowed to assign the ownership, responsibilities, or commitment of the leased property. The Tenant is not allowed to sublet the leased property.

OTHER RULES

Number of People - The leased property should only be used by the specified number of people when this agreement was signed. Overcrowding of the leased property can lead to a warning or eviction.

Smoking - Smoking is not allowed in the vicinity of the leased property. Written consent from the Landlord is needed.

Pets - Pets are allowed if they will be limited, and the Tenant will be responsible for handling them. A separated document policy will be provided and needs to be signed prior to pets being allowed on the property. Also, written consent from the Landlord is required. If there is an issue of any kind, the dog will not be permitted on the premises. Dogs must have a current registration and must have up to dated vaccines.

Additional Costs - The tenant shall not purchase any product or service which will require a financial obligation to the Landlord. If doing so, the tenant assumes full financial responsibility.

Laws – Tenant will abide by the laws of the State of Vermont, local ordinances/directives and zoning regulations.

Garbage - Garbage disposal should be done appropriately in accordance with the local law and internal agreement between the landlord and the tenant. Recycling products is required.

Respect - The Tenant should respect the property, neighbors, landlord, and any personnel in the vicinity of the property.

Visitors - Visitors are permitted to visit the rental property and common areas.

Other Activities - The Tenant agrees not to perform any illegal or unlawful activities on these premises. Activities other than normal office space usage requires a written request for, and the approval by, the General Wait House Commission, two (2) weeks in advance.

Common Areas - Common areas are not storage areas. As such, there are to be kept clear of all items and materials at all times.

Air Conditioning Units - No window mounted AC units are to be used. Freestanding units within

the office space only.

Barns & Shed - The barn, sheds exterior grounds and any and all parts thereof shall not be used for storage of any type by the Tenant. Usage of these spaces requires a four (4) week advance written request and the approval of the Landlord. The GWH Commission shall provide a standardized request form and procedure for approval. Proof of liability insurance shall accompany the request for any activities proposed to be conducted any where on these premises.

Basement - The basement shall not be used for storage.

Physical Security - A key will be provided to the tenant at the time of the execution of this lease. Lost keys require lock set replacement to ensure continued security. A fee of \$100 will be imposed for a new lock set and its installation. One key will be secured at the municipal building by the Town Clerk.

INSURANCE

The Landlord will be responsible for the insurance of the leased property including the building structure and the elements that are pre-built or pre-installed prior to the tenant.

The Tenant will be responsible for the insurance of his/her personal belongings, consumables, or anything that belongs to him/her.

The Tenant shall provide Proof of Liability insurance to the Landlord in advance of any activities that they are expecting to conduct on the GWH property.

DEFAULT

The Tenant is not allowed to assign the ownership, responsibilities, or commitment of the leased property. The Tenant is not allowed to sublet the leased property.

SAFETY

The Landlord and Tenant will be responsible for making sure the leased property is safe prior to or before the Tenant occupies it. Safety compliance should be implemented to make sure that the property is safe which includes Building structure safety, electrical safety, gas safety, water safety, smoke detectors, and furnishings. If the tenant observes a possible safety hazard they are to immediately notify the landlord.

AMENDMENT

No modification or change of this Office Lease Agreement shall be considered valid unless made in writing and agreed upon by the involved parties.

GOVERNING LAW

This Office Lease Agreement shall be governed under the laws of the State of Vermont.

SIGNATURE

By signing below, you agreed to the terms and conditions, payments, and all the content of this Office Lease Agreement.

TENANT SIGNATURE

LANDLORD SIGNATURE

DATE

DATE

Tenant	Area	Current Rent	Going Rate \$1.25/SF
Mad River Planning Distric	240	\$271	\$300
Mad River Path	130	\$108	\$162
Friends of the Mad River	392	\$325	\$490
Beth Kendrick	323	\$300	\$404
Historic Society Archives	150	\$0	\$0
Historic Society Museum	275	\$0	\$0
Historic Society Office	250	\$0	\$312
TOTAL	1760	\$1,004	\$1,668

Annual Expenses

Propane	\$2,035
Alarm	\$875
Cleaning	\$6,415
Supplies	\$688
Trash	\$900
Water	\$1,165
Insurance	\$2,500
Waitsfield Telecom	\$2,510
Electric	\$2,700
TOTAL ANNUAL	\$19,788
Total Monthly Average	\$1,650

*Total does not include repair expenses.

Going Rate for Commercial is between \$1/sf and \$1.50/sf

Total amount in GWH reserves: \$70,463.30

Proposed Rent

- \$285
- \$135
- \$407
- \$352
- \$0
- \$0
- \$312
- \$1,491**

August , 2024
Nicola Anderson, Director of Real Estate Development
Downstreet Housing & Community Development
22 Keith Avenue, Suite 100
Barre, Vermont 05641
RE: Letter of Support for Mad River Meadows Homeownership Project

Dear Nicola

The town of Waitsfield is pleased to support Downstreet Housing and Community Development's single-family home project at Mad River Meadows in Waitsfield. This project will involve the development of 5 single-family homes and on Downstreet's 7.33-acre site that currently has 24 housing units.

There is a critical shortage of affordable homeownership opportunities in central Vermont and across the state. Most of the housing stock was developed over fifty years ago with almost no development beyond 2010. The median price of new homes has increased dramatically in the state since 2019, increasing from \$365,569 up to \$555,264 in 2022. This represents a 52% increase in the cost of a new home in just three years. Builders are struggling to develop homes for less than their appraised value when built. And these homes are simply not affordable to households with low and moderate incomes. Existing home prices are also steadily rising and pricing low and moderate-income homebuyers out of the market. The project at Mad River Meadows will be reserved for households at or below 120% of the area median income (AMI).

This project will provide Waitsfield with much needed affordable and workforce housing. The site is located within .8 miles of 2 grocery stores and the Waitsfield Farmers Market. It is 1.8 miles from Waitsfield Elementary School. Mad River Path has one of its entrances from the Mad River Housing site, providing residents with path access to amenities in the village.

For all of the reasons stated above the town of Waitsfield supports Downstreet Housing's Mad River Meadows Homeownership Project.

This is EXHIBIT K, consisting of 11 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated when signed by Owner.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 3

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement: 3-29-2022

Owner: Town of Waitsfield

Engineer: DuBois and King, Inc.

Project: Waitsfield Community Wastewater Project

Nature of Amendment:

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

The original scope included completion of a water and wastewater feasibility study. Amendment 1 included a Preliminary Engineering Report (PER) and Environmental Information Document (EID) for Phase 1 of the preferred alternative that was identified in the feasibility study. The scope modifications for Amendment 2 included development of 30% final design plans and profiles with updated topographic survey for the ACCD designated village center and buffer area; selection of the wastewater treatment technology to be used; a concept plan for renewable energy to offset the power use; updated costs; advancing easements and indirect discharge permitting; public engagement support; and funding/affordability assistance.

Scope items from the original agreement and Amendment 1 and Amendment 2 are listed in plain text. Changes to the scope as part of this amendment are presented in bold/underline.

A1.02 Preliminary Design Phase

A. Background:

The Town of Waitsfield, population 1,844, is located in Washington County, Vermont, on the Mad River. In alignment with the Town Plan, Waitsfield desires to find infrastructure solutions to address affordable housing needs, to attract people to move to and reside in Waitsfield, to invest in residential development, to encourage compact development and to provide opportunities for businesses in the Village areas that encourage investors and entrepreneurs. In addition, the Town desires to address the protection of defined wetlands and critical habitats to ensure a healthy watershed with clean water, and to address the growing climate crisis.

The primary focus of this project as the first phase of a system to serve the whole study area is to address wastewater needs in Waitsfield Village (Village Residential, Business Districts) and Irasville. Waitsfield has a Designated Village Center and a Community Water System that was constructed in 2012, providing potable water to a number of properties in an area roughly contiguous with the Designated Village Center and Village Residential Districts.

All wastewater treatment in the study area is accomplished in septic systems. There is no municipal wastewater management. In 2014, the town introduced a Wastewater Loan program which has resulted in five wastewater system upgrades.

B. Scope of services:

Step I services including a feasibility study, PER, and EID were included in the original agreement and Amendment 1. An amendment to the PER is being completed as part of Amendment 2, the 30% Final Design, to address USDA Rural Development comments and to include the basis of the wastewater treatment technology selection.

A1.03 Final Design Phase

STEP II 30% FINAL DESIGN

The purpose of the 30% Final Design is to develop design plans, profiles, and cost opinions, and to advance key permits, for the preferred alternative identified in the PER – a community wastewater collection system serving the Irasville Commercial, Village Residential, and Village Business Districts with a tertiary wastewater treatment and disposal facility on the town-owned land referred to as the Munn site. The preferred alternative for the tertiary wastewater treatment technology was selected during the 30% Final Design (a sequencing batch reactor process).

Task 15: 30FD Project Management and Coordination

This task includes coordination with the Department of Environmental Conservation (DEC), funding applications support, general project coordination, and attending up to four (4) meetings with Town representatives.

Task 16: Topographic Survey

For purposes of preparing a budget for this task, Engineer has estimated that approximately 11,000 linear feet of the proposed collection system within the ACCD designated village center and buffer area will require surveying. It is assumed that a 2-person survey crew will be able to survey approximately 1,000 linear feet per day. If additional survey beyond this initial budget is necessary, it can be accomplished via an amendment or as part of a subsequent project phase.

Field verification of existing below-grade utilities has not been provided at this time.

Using the topographic information collected above and using the other basemapping information from the PER, D&K will prepare a basemap of the ACCD designated village center and buffer area that is suitable for final design purposes. It is noted that additional survey efforts will be necessary in subsequent project steps in Irasville, along the force main route, and at the proposed treatment and disposal site.

Task 17: 30% Final Design

Wastewater Treatment

Engineer will develop a comparative matrix of treatment technology options for providing the permit-required tertiary treatment of wastewater at the Town-owned Munn site. The matrix will consider technical, financial, and operational factors for each of the potential treatment approaches from the PER, which include membrane bioreactors, moving bed bioreactors, and sequencing batch reactors, as well as a chemical precipitation system for phosphorous removal. Town representatives will be included on correspondence and meetings with treatment vendors.

Wastewater treatment and disposal system operational and management considerations (including anticipated labor needs, chemical usage, sludge solids management, energy efficiency, reliability, routine and significant non-routine maintenance requirements, etc.) will be reviewed for each technology with the Town water system's contract operator, operators of similar facilities, and other sources as appropriate. Town representatives will be included on correspondence and meetings with the operator, other facilities, and other sources. Based on the preferred technology, a draft operational budget will be reviewed with the Town water system's operator.

Renewable Energy

Engineer will evaluate the anticipated new energy load of the treatment and disposal facility and pump stations and develop a conceptual plan for renewable energy to help offset the system's anticipated energy usage.

Design Plans

Engineer will update the wastewater treatment and disposal facility site plan and above-ground components based on the wastewater treatment technology selection and the Indirect Discharge Permitting program requirements. The leachfield layout will be adjusted for simplified pressure distribution, limiting required cuts and fills, and improved capacity based

on the updated hydraulic modeling results. Preliminary sketches of the above-ground treatment system components and structures will be developed for the selected wastewater treatment technology.

Engineer will also revise the pump stations and collection system site plans in the ACCD designated village center and buffer area based on the updated topographic survey and based on input from the Town's easement discussions with landowners. Within the ACCD designated village center and buffer area, the design will be updated to include sewer services to existing buildings that have been identified as priority properties to connect to the system in the PER. Collection system profiles will also be developed for the ACCD designated village center and buffer area to further evaluate significant utility crossings and pipe depths to facilitate sewer service connections.

Project plans will be independently reviewed by a Senior Engineer not involved in the project design for quality assurance/quality control purposes.

STEP and STEG Collection Alternatives

Engineer will review and evaluate the potential for STEP and STEG collection alternatives within some neighborhoods of the proposed service area to improve affordability of the project for the users.

Opinions of Costs

Engineer will update the preliminary opinion of probable construction costs, operations budget, project cost summary, and funding alternatives for the collection and treatment alternatives.

Task 18: Permitting/Easements

Engineer will assist with advancing key permits and easements that were identified in developing the PER.

An Environmental Report in the United States Department of Agriculture (USDA) Rural Development (RD) –required format will be prepared and submitted to USDA RD for review.

Easement assistance will include providing exhibits for the Town to use in discussions with key landowners involving the four pump station/septic tanks sites. Engineer may also participate in landowner meetings, if requested, to provide technical input in support of the Town's discussions.

Based on Indirect Discharge Permitting services provided in the PER and input from the Indirect Discharge Program and Rivers Program representatives, anticipated permitting support to be included in the 30% Final Design includes:

- Updated mounding analyses for review of the disposal system capacity based on the historic groundwater monitoring results and subsurface conditions with a goal of maximizing the disposal capacity of the site for the proposed tertiary wastewater treatment system.

- Preparing and submitting a water quality sampling QA/QC plan for collecting updated water quality data for the Mad River from August through October.
- Testing of water quality (E. coli, pH, nitrate nitrogen, chloride, total phosphorous, and total dissolved phosphorus) in the Mad River upstream and downstream of the site weekly in August and September and twice in October.
- Correspondence and coordination with regulators on exemption of the disposal site from the Indirect Discharge Rules aquatic biota testing requirements based on a comparison of the proposed wastewater flows to the receiving water flows.
- Compiling the water quality data and submitting in a brief summary report to the Indirect Discharge Program requesting affirmation of the disposal site capacity.

Submittal of the formal Indirect Discharge Permit application is not included in this stage of the design. No other permit applications are included in this Scope of Services. It is anticipated that permit applications will be submitted during a later phase of Final Design.

Task 19: 30FD Public Engagement

Public engagement activities during this phase of engineering are expected to include:

- Providing supporting information for meetings and discussions between Town representatives and landowners regarding connecting to the system.
- Assisting the Town with a preliminary outline of the wastewater allocation/ordinances.
- Participating in a 30% design meeting with the Selectboard.

Task 20: Funding and Affordability Review

Engineer will provide project coordination and participate in meetings with potential funding agencies to help advance funding approvals and to help position the project for fundability. Engineer will review the updated project plans, costs, and funding outlook to identify potential areas for reducing and phasing project capital costs to improve affordability to users.

STEP II FINAL DESIGN PHASE – 100% DESIGN

Task 21: 100FD Project Management and Coordination

This task includes attendance of weekly ETT committee meetings with the Town, as well as coordination with the Department of Environmental Conservation (DEC) Clean Water State Revolving Fund (CWSRF) and USDA RD and funding applications support.

Task 22: Topographic Survey

For purposes of preparing a budget for this task, Engineer has estimated that a 2-person survey crew will be able to survey approximately 700 linear feet per day in village areas. Survey will include the areas along proposed sewer main and forcemain alignments,

neighborhood septic tanks and pump stations, and proposed individual service connections, primarily in Irasville. Engineer will coordinate access to private properties in cooperation with the ETT; coordination will include a letter to landowners prepared by Engineer, addresses and contact information provided by the ETT, and mailing of letters to the landowners by Engineer in advance of the field work.

Basemapping of the proposed forcemain route from Fiddlers Green to the Munn Site will utilize the previous topographic survey that was completed by Phelps Engineering. One day of field-checking the proposed forcemain route for visible substantive changes that may have occurred since the Phelps survey is included. If visible substantive changes have occurred, D&K will use a hand-held GPS to locate the new features and take photographs to allow the new features to be added to the basemap. No licensed boundary surveying or associated boundary research is included.

Field verification of existing below-grade utilities has not been provided at this time.

Using the topographic information collected above and using the other basemapping information from the PER, D&K will prepare a basemap that is suitable for final design purposes.

Task 23: Environmental Field Work

Environmental field work will include a desktop review of available wetlands and rare, threatened, and endangered species (RTE) GIS mapping. D&K wetlands scientists will then visit the project area and delineate wetlands within 50 feet of the proposed wastewater and water infrastructure. The wetland delineations will be added to the project basemap.

An archaeological resources assessment (ARA) and a Historic Resources Inventory (HRI) will also be completed for the proposed wastewater collection system project area along the proposed sewer mains, water and wastewater service lines, neighborhood septic tank and pump station locations, and effluent forcemains. An assumed allowance for Phase 1 archaeological testing of sensitive sites is included. Phase 1 testing beyond the fee allowance and any additional archaeological testing/mitigation services or supplemental historic resources reports and mitigation measures are not included in the scope or budget, but can be added by amendment if required.

Task 24: Geotechnical Assessment

Two to three soil borings will be completed in the location of the proposed wastewater treatment facility (WWTF) building and SBR tanks. The borings will be advanced to a depth of approximately 30 feet with standard penetration tests (SPT) at 5-foot intervals. D&K will evaluate the SPT results and soil logs to develop a recommended bearing capacity for the WWTF foundation and SBR tanks.

One to two soil borings will be conducted in each of the four proposed neighborhood septic tanks/pump station locations to evaluate subsurface conditions for the proposed tanks.

Task 25: Site-Specific Wastewater Loading Test (Additional Service)

Engineer will coordinate and prepare for a site-specific wastewater loading test as a required part of the Indirect Discharge Permitting process. The loading test will be used to evaluate the capacity of the site to attenuate wastewater without an adverse effect on the water quality of the receiving water, the Mad River. The results will be used by the DEC to determine water quality discharge limitations for the WWTF. Coordination will include preparing an infiltration trench, rental of a fractionation tank, connection of a dosing pump to the disposal trench with appropriate valves and flowmeters, and associated limited tree clearing.

Wastewater hauling services will be contracted to deliver wastewater at the DEC-required minimum concentrations to the site, to be stored in the rented fractionation tank.

The test will be completed according to a DEC-approved work plan that is currently under review. The work will include daily site visits and use of a portable generator to discharge wastewater from the fractionation tank to the infiltration trench. Water level measurements and groundwater samples will be collected. Samples will be preserved and delivered to Endyne Laboratories for analysis according to the approved work plan.

The results of the loading test will be evaluated including compiling groundwater elevations and laboratory analytical results into tables and charts, and preparing a summary report of the loading test results.

This task will be completed on an hourly basis for labor, equipment, and materials, as the test needs to be conducted until stable groundwater conditions are demonstrated. Based on the groundwater velocities at the site and the assumed amount of time needed to achieve saturated soil conditions, the assumed duration of testing for the purposes of this budget is 60 days.

Task 26: Basis of Final Design Document

Engineer will prepare a Basis of Final Design Document for the project, including a summary of the design criteria, sizes, process narratives, key assumptions, and identification of design standards for the wastewater treatment facility according to the format required by the Wastewater Management Division.

Task 27: SBR Manufacturer Preselection (Additional Service)

Engineer will work with the Owner to establish evaluation criteria, bid documents, and plans for preselection of the SBR manufacturer. Evaluation criteria will include the ability of vendors to accommodate Build America Buy America requirements, energy usage, chemical usage/requirements, and simplicity of operations, as well as other pertinent criteria.

Engineer will assist with solicitation of formal proposals from the potential manufacturers/vendors, review and provide recommendations for award.

Task 28: Process and Site Civil Design

Engineer will develop the wastewater treatment and disposal facility design plans including the SBR process (using the preselected manufacturer), UV treatment disinfection system, odor controls, and pumps. Final plans and details for the proposed leachfields and dosing station will be prepared.

In collaboration with an architectural subcontractor, Engineer will develop building layout plans and elevations for construction of the proposed WWTF, as well as site civil and landscaping plans, details, and notes for the wastewater treatment site.

Task 29: Wastewater Collection System Design

Engineer will review available soil borings and monitoring wells information from Sites Management System records on known hazardous waste sites in the area and identify on the plans where potential areas of the collection system soil and groundwater contamination may be encountered. No additional subsurface investigation of the collection system area to identify areas of contamination is proposed. Archaeologically-sensitive sites and wetlands will also be added to the basemap.

Engineer will finalize the neighborhood pump stations and septic tanks site plans, including potential landscaping and odor control measures. Wastewater collection system plans and profiles will be developed for the proposed gravity sewer mains and effluent forcemains. Jack and bore and directional boring designs will also be finalized.

Based on the updated topographic surveying results, input from landowners who are connecting to the system (to be collected by the Owner), and the final collection system design, the wastewater service connection designs will be finalized. Per the Wastewater System and Potable Water Supply permit exception requirements for individual service connections, existing permit numbers for individual properties being modified will be added to the design plans. The permit numbers will be added based on previous documentation of permits from the PER and an updated review of the ANR permitting database. Because the ANR permitting database is not geolocated and limited information on parcel locations is available for some permit records (particularly for older Wastewater System and Potable Water Supply permits), there may be some parcels with permits that are not identified.

Pump stations and septic tank designs including electrical, concrete tanks, pumps, and controls will be finalized. Odor control and landscaping measures that may be utilized at the neighborhood pump stations will also be designed.

Project plans will be compiled including appropriate details and notes, and will be independently reviewed by a Senior Engineer not involved in the day-to-day project design for quality assurance/quality control purposes.

Task 30: Mechanical, Electrical, and Plumbing Design:

Engineer will provide mechanical, electrical, and plumbing (MEP) design including plans, details, and technical specifications for the proposed WWTF, including coordination with the architectural subconsultant. Electrical design will include a proposed standby generator for the wastewater treatment facility.

MEP design will also be provided for the four proposed neighborhood pump stations, including portable generator connections and a recommended portable generator.

Task 31: Structural Design:

Engineer will provide structural design including plans, details, and technical specifications for the proposed WWTF, including coordination with the architectural subconsultant. Structural design will also be provided for cast-in-place septic tanks and pump station tanks at the four proposed neighborhood pump stations.

Task 32: Permitting/Easements

Engineer will finalize easement plans for construction and maintenance of the wastewater collection system including service connections, sewer mains and forcemains that can't be installed within existing rights-of-way, and the neighborhood septic tanks and pump station facilities on land not owned by the Town. Easement descriptions, recording with land records, and negotiation of easements with landowners will be provide by the Owner.

The results of the wetland mapping, ARA, and HRI will be submitted to the DEC CWSRF and USDA RD funding programs as a supplement to the previously-submitted environmental documents.

Wetland disturbances will be avoided where feasible by adjusting the collection system pipe alignments and directionally boring to avoid disturbance where the alignment can't be adjusted to avoid wetlands. Engineer will provide wetland permitting applications if necessary.

Based on input from the Indirect Discharge Program, anticipated remaining permitting support to be included in the Final Design includes:

- Submittal and review of site-specific wastewater loading test results with the DEC.
- Submittal of the formal Indirect Discharge Permit application.

Engineer will prepare a Wastewater System and Potable Water Supply application for the proposed community leachfield and for a proposed drilled bedrock well to supply potable water at the WWTF.

Because the project will disturb more than ½ acre of soil during construction, it is anticipated that a Construction Stormwater General Permit will be required. It is assumed that the project will be low to medium risk and will not require an Individual permit. Engineer will prepare the required permit application, including proposed erosion prevention and sediment control measures on the plans along with pertinent details and notes.

According to a January 19, 2024 Project Review Sheet, the project will not be subject to Act 250 jurisdiction because it does not constitute a development pursuant to 6001(3)(A)(v). An extended permitting process including environmental hearings or design of mitigation measures is not anticipated or included in the scope of services or budget.

Engineer will contact the other permitting authorities referenced on the Project Review Sheet to verify that no other local, state, or federal permit applications are required. No other local, state, or federal permit applications are included in the Scope of Services. If determined necessary, any other permits not specifically included in the Scope of Services can be added to the scope and fee by an amendment.

Task 33: Technical Specifications and Contract Documents

Engineer will prepare a Table of Contents for the Technical Specifications for submittal under Amendment 2. Engineer will prepare technical specifications for the project to complement the design plans. Standard Technical Specifications will be submitted with the 60% design plans. Manufacturer-provided specifications for specialty equipment will be incorporated into the specifications as well; these and other needed Specialty Technical Specifications will be submitted with the 90% plans.

Engineer will prepare "front-end" documents using EJCDC documents which include Information for Bidders, Owner/Contractor contract, bid form, BABA requirements, and other construction contract administrative requirements. Draft EJCDC documents will be submitted with the 90% design plans.

Final comments on the 90% Technical Specifications and EJCDC documents will be addressed and compiled into a final set of Contract Documents ready to bid. Engineer will coordinate proposed dates for meetings and bids with the WID Construction Engineer and incorporate approved dates into the final Contract Documents.

Task 34: Opinion of Probable Construction Costs and Project Cost Summary

Using readily available cost information from similar projects and manufacturers, Engineer will prepare a final Opinion of Probable Construction Cost (OPCC) for the proposed improvements which will include an appropriate level of contingency to reflect the final design stage of the project. A 30% OPCC and Project Cost Summary (PCS) will be submitted under Amendment 2. Updated OPCCs and PCSs will be submitted with the 60%, 90%, and final design plans.

Task 35: Meetings

Engineer will participate in two (2) design review meetings each with CWSRF and USDA RD representatives.

One meeting will also be held with VTrans representatives to review the proposed work in VTrans right-of-ways and the details and specifications that need to be included in the project plans and specifications. Application for a VTrans work in the right-of-way permit is not included in the Engineer's scope, as it is anticipated to be made a Contractor requirement in the Contract Documents.

Task 36: DBE and Crosscutters Coordination and Notification

Engineer will obtain a DBE notification list from WID and provide notification of DBEs at least 30 days prior to bidding (Step III Bid Phase not included in this Amendment). Engineer will also review product specifications and callouts for compliance with BABA requirements.

A1.04 Bidding Phase

Bidding Phase Services are NOT PROVIDED, but can be incorporated via amendment.

A1.05 Construction Phase

Construction Phase Services are NOT PROVIDED, but can be incorporated via amendment.

PART 2 – ADDITIONAL SERVICES

Additional Services are NOT PROVIDED, but can be incorporated via amendment.

Agreement Summary:

Original agreement amount:	\$ 78,753.00
Net change for prior amendments:	\$303,012.93
This amendment amount:	\$596,489.62
Adjusted Agreement amount:	\$978,255.55

Change in time for services (days or date, as applicable):

See Attachment C-1.

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C. The "Exhibit C, DEC Certification Page" has been updated to reflect the above agreement summary, and a labor-hour estimate for Amendment 3 (Attachment C-2) is attached and made a part of this agreement.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

By: _____
Print name: _____

By: _____
Print name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

ATTACHMENT C-1
RUS CERTIFICATION PAGE (MODIFIED from RUS BULLETIN 1780-26, EXHIBIT C)
DEC CERTIFICATION PAGE

PROJECT NAME: Waitsfield Community Wastewater Project
PROJECT LOCATION: Waitsfield, VT
APPLICANT & LOAN/GRANT NUMBER: Town of Waitsfield

The Engineer and Owner hereby concur in the Funding Agency required revision to E-500 (2014). In addition, the Engineer certifies to the following:

All modifications required by DEC and RUS Bulletin 1780-26 have been made in accordance with the terms of the license agreement, which states in part that the Engineer “must plainly show all changes to the Standard EJDCD Text, using ‘Track Changes’ (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions.” Such other means may include attachments indicating changes (e.g. Supplementary Conditions modifying the General Conditions).

SUMMARY OF ENGINEERING FEES

Note that the fees indicated on this table are only a summary and if there is a conflict with any provision of Exhibit C, the provisions there overrule the values listed on this table. Fees shown will not be exceeded without the concurrence of the Agency.

Description of Steps and Services	Fee Amount	Basis of Payment (Lump Sum or NTE)
1. Step 0 – Feasibility Study	\$ 78,753.00	LS/NTE
2. Step I – Preliminary Engineering		
a. Preliminary Engineering Report Services	\$109,724.93	LS/NTE
b. Additional Services included in Step I (include additional lines and itemize each item separately) Environmental Information Document Services	\$ 10,940.00	LS/NTE
3. Step II – Final Design		
a. Basis of Final Design and Final Design Plans and Contract Documents	\$182,348.00 <u>\$411,562.98 (ARPA)</u>	LS/NTE
b. Environmental Information Document Services	Services included in Step I	LS/NTE
c. Additional Services included in Step II <u>Site-Specific Wastewater Loading Test (IDR)</u> <u>SBR Vendor Preselection</u> <u>Archaeological and Historic Resources</u> <u>Investigations</u>	<u>\$108,506.64 (ARPA)</u> <u>\$12,000.00 (ARPA)</u> <u>\$64,420.00 (ARPA)</u>	LS/NTE LS/NTE LS/NTE
4. Step III	Services not provided herein	
a. Bid Phase Services	Services not provided herein	LS
b. Construction Phase Services	Services not provided herein	LS
c. Resident Project Representative Services	Services not provided herein	NTE
d. Post Construction Phase Services	Services not provided herein	LS
e. Additional Services included in Step III (include additional lines)		LS/NTE
5. Total Engineering Costs (Step I and II)	\$199,417.93 (Step I) <u>\$778,837.62 (Step II)</u>	LS/NTE
6. Construction Costs	Services not provided herein	
a. Contract 1		
b. Small Purchase		
c. Additional Items (include additional lines)		
7. Total Project Cost	Will be included in 30% design	
8. Total Bond Amount	<u>\$15,005,518.00</u> <u>(passed June 11, 2024)</u>	

SCOPE OF SERVICES

The scope of services can be found in the following pages of the contract: Exhibit A.

PROGRESS MEETING AND DELIVERABLES

DEC places funding holds on projects at the 30%, 60%, and 90% of engineering Step I & II (planning and final design) services pending a project meeting and deliverables. Holds may be negotiated to add or delete holds based on the needs of the project. This contract amendment involves the following remaining Step II deliverables and meetings:

<u>Milestone Project Task</u>	<u>Approximate Submittal Schedule</u>	<u>Deliverables</u>
Start Final Design	<u>August 2024</u>	<u>Approved ESA, ARPA Grant</u>
<u>60% Design</u>	<u>December 2024</u>	<u>Plans, OPCC, PCS, Standard Technical Specifications</u>
<u>90% Design</u>	<u>May 2025</u>	<u>Plans, OPCC, PCS, Permit Applications, Technical Specifications, Draft EJCDC Documents</u>
Complete Final Design	<u>July 2025</u>	<u>Final Plans, OPCC, PCS, Permits, Contract Documents, DBE Notifications, BABA Review</u>

Any adjustments to engineering fees or changes to maximum estimated values must be approved by the Agency and must include a table of what specific category or categories of fees are being changed, what fees were before and are after the change, and the resulting total fee.

CONSULTING FIRM NAME

DuBois & King, Inc.

Engineer

Date

Jonathan B. Ashley, P.E., Director, Public Works and Facilities Division

Name and Title

Town of Waitsfield

Owner

Date

Christine Sullivan, Selectboard Chair

Name and Title

Agency Concurrence:

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

Agency Representative

Date

Name and Title

Last Revised: 3/26/19

Waitsfield Community Wastewater Project
 Final Design
 ATTACHMENT C-2
 Project No.: 227947X



Project Phases & Tasks	Labor Categories											Field Naturalist	Landscape Architect	Project Manager II Structural	Project Manager II Mechanical	Project Manager II Electrical	2-Person Survey Crew	Suvey Party Chief	Survey Technician	Admin	Total Hours	
	Senior Principal	Senior Project Manager II	Senior Project Manager I	Project Engineer II	Staff Engineer I	Senior Designer I	Senior Project Engineer II	Construction Inspector	Principal/Director I Geo/Env.	Staff Engineer II Geo/Env.	Project Manager II Env.											Project Manager I Env.
II. Final Design Phase - 60%, 90%, and Final Design																						
21 Final Design Project Management and Coordination (60%, 90%, Final)																						
a. Weekly committee meetings	40																					40
b. DEC/USDA coordination, funding apps. support	0																					0
22 Survey (60%)																						
a. Topographic survey Irasville (assumes 700 feet/day), develop basemap	1						8															243
b. Field check Phelps survey south of Irasville with hand-held GPS	1						8			10								130	16	78	6	23
23 Environmental Field Work (60%)																						
a. Wetlands/RTE desktop review, delineation, and memo	1																					221
b. Archaeological Resources Assessment Archaeology Phase 1, and Historic Resources Inventory of proposed wastewater collection system	4											12		208								12
24 Geotechnical Assessment (60%)																						
a. Bearing capacity evaluation for WWTF and SBR tanks	1																					39
b. Borings at pump station sites	1																					19
25 Site-Specific Wastewater Loading Test (60%)																						
a. Testing preparation and coordination	1																					61
b. Wastewater loading test field work																						268
c. Loading test analysis and report	2																					94
26 Basis for Final Design (30-60%)																						
a. Influent, effluent, treatment process, headworks, clarification, biological treatment, chemicals, pumps, filtration, pH, disinfection, sludge, pump stations, standby power, facility plan and profile, hydraulic profile	4			16			16															44
27 SBR Manufacturer Preselection (60%)																						
a. Prepare evaluation criteria, bid documents, and plans	8			24																		44
b. Evaluate proposals and provide recommendation	6			10			12															28
28 Process and Site Civil Design (60%, 90%, Final)																						
a. SBR process	8	6		32			8															94
b. Disinfection system	4	6		16			12															58
c. Odor control	2	4		8			12															34
d. Pumps	8			12			20															48
e. Leachfields	8						24															52
f. WWTF building layout, elevations	6	4		12			56															78
g. Site civil and landscaping	2			10			20															48
h. Details, notes	1			4			10															15
29 Wastewater Collection System Design (60%, 90%, Final)																						
a. Hazmat sites info, archaeology, and wetlands onto basemap	2						12															14
b. Gravity sewers and effluent forcemains, directional borings, jack and bores	4			8																		72
c. Final design of services, research and add WW permits to plans	2			8			8															36
d. Pump stations and septic tanks	4			8			24			12												80
e. Odor control, landscaping	2			8			8															36
f. Details, notes, drawing setup	1			6			10															25
30 MEP Design (60%, 90%, Final)																						
a. WWTF	12																					452
b. Neighborhood pump stations	4																220					46
31 Structural Design (60%, 90%, Final)																						
a. WWTF and SBR tanks	24																					204
b. Cast in place pump stations and septic tanks	4																180					64
32 Permitting/Easements (90%)																						
a. Final easement exhibits																						16
b. ARA, Phase 1 Archaeology, Historic Resources Inventory, VDHP coord.	4																					40
c. Wetlands/RTE permitting																						54
d. IDR permit application	2						8															54
e. Wastewater System and Potable Water Supply permit application	2						16															32
f. Construction Stormwater General Permit							16															48
g. Permit Review Sheet follow-up with referenced permitting contacts																						8
33 Contract Documents																						
a. Standard technical specifications, 60% submittal	2			4			8															14
b. Manufacturer-provided and specialty equipment technical specifications, draft EJCDC contract documents, 90% submittal	4			6			16															26
c. Finalize technical specifications and EJCDC contract documents based on comments, finalize dates for meetings and bids in documents	2			4																		22
34 OPCC and PCS																						
a. 60% Opinion of probable construction costs and project cost summary				4			8															18
b. 90% Opinion of probable construction costs and project cost summary	2			6			12															28
c. Final opinion of probable construction costs and project cost summary				4			8															14
35 Meetings																						
a. 60%, 90% review meetings with DEC	6																					6
b. 60%, 90% review meetings with USDA	6																					6
c. One meeting with VTrans (60-90%)	4																					4
36 DBE and Crosscutters Coordination and Notification (90%)																						
a. DBE list, DBE notifications	1						4															15
b. BABA review of specifications and plan callouts	1						8															17
Total Hours:	204	20	210	148	280	404	94	22	50	296	22	16	240	26	240	232	250	130	16	82	32	3,014

Waitsfield Community Wastewater Project
Final Design
ATTACHMENT C-2
Project No.: 227947X



Project Phases & Tasks					Labor Categories																	Total Hours	
	Senior Principal	Senior Project Manager II	Senior Project Manager I	Project Engineer II	Staff Engineer I	Senior Designer I	Senior Project Engineer II	Construction Inspector	Principal/Director I Geo/Env.	Staff Engineer II Geo/Env.	Project Manager II Env.	Project Manager I Env.	Field Naturalist	Landscape Architect	Project Manager II Structural	Project Manager II Mechanical	Project Manager II Electrical	2-Person Survey Crew	Suvey Party Chief	Survey Technician	Admin		
Direct Labor	Total Hours:	204	20	210	148	280	404	94	22	50	296	22	16	240	26	240	232	250	130	16	82	32	3,014
	Hourly Rate:	\$240.00	\$200.00	\$180.00	\$130.00	\$100.00	\$110.00	\$140.00	\$135.00	\$220.00	\$115.00	\$160.00	\$160.00	\$120.00	\$135.00	\$160.00	\$160.00	\$160.00	\$190.00	\$125.00	\$95.00	\$90.00	
	Labor Fee:	\$48,960	\$4,000	\$37,800	\$19,240	\$28,000	\$44,440	\$13,160	\$2,970	\$11,000	\$34,040	\$3,520	\$2,560	\$28,800	\$3,510	\$38,400	\$37,120	\$40,000	\$24,700	\$2,000	\$7,790	\$2,880	\$434,890
Direct Expenses																							
I. Subsistence																							
Transportation:	Vehicles	7,984	Miles @	\$0.670	/ Mile =	\$5,349.28																	
			Travel-Air / Ground / Parking Allowance =			\$0																	
Meals:	Partial Per Diem	0	Days @	\$6.00	/ Day =	\$0																	
	Full Per Diem	0	Days @	\$25.00	/ Day =	\$0																	
Rooms & Lodging:	Hotel	0	Days @	\$70.00	/ Day =	\$0																	
																					Subsistence Total =	\$5,349	
II. Support Expenses																							
																					Phone =	\$0	
																					Postage =	\$300	
																					Reproduction =	\$0	
																					Copying =	\$0	
																					Support Total =	\$300	
III. Subcontractors																							
																					Archaeological Resources Assessment Work Plan and Report =	\$5,000	
																					Allowance for Phase 1 Archaeological Work Plan and Testing =	\$40,000	
																					Historic Resources Inventory =	\$7,500	
																					Borings at WWTF Site =	\$5,000	
																					Borings at Pump Station Sites =	\$4,000	
																					Excavating Contractor Disposal Trench and Clearing =	\$11,100	
																					Fractionation Tank and Effluent Hauling =	\$12,880	
																					Laboratory Analytical for WW Loading Test =	\$21,120	
																					Sampling Costs =	\$2,130	
																					Architectural Design =	\$35,000	
																					Subcontractor Total =	\$143,730	
IV. Miscellaneous Expenses																							
																					Computer Charges =	\$0	
																					Plotting Charges =	\$0	
																					Survey Equipment/Supplies =	\$250	
																					Web Site =	\$0	
																					Miscellaneous Total =	\$250	
																					Total Direct Expenses =	\$149,629	
																					Administrative Fee =	\$11,970.34	
																					Total Fee =	\$161,600	
Fee Summary																							
																					Labor Fee	\$434,890.00	
																					Direct Expenses	\$161,599.62	
																					Total Fee	\$596,489.62	

Project

Date

SCHEDULE OF FEES AND CONTRACT CONDITIONS

Hourly Rate

Senior Principal	\$240.00
Principals/Director II.....	\$220.00
Principals/Director I.....	\$220.00
Senior Project Manager IV.....	\$230.00
Senior Project Manager III.....	\$210.00
Senior Project Manager II.....	\$200.00
Senior Project Manager I.....	\$180.00
MEP Sr. Design Engineer.....	\$175.00
Project Manager II.....	\$160.00
Project Manager I.....	\$150.00
Senior Project Engineer II.....	\$140.00
Senior Project Engineer I.....	\$135.00
Project Engineer II.....	\$130.00
Project Engineer I.....	\$125.00
Environmental Scientists/Field Naturalist.....	\$120.00
Construction Inspector.....	\$135.00
Landscape Architect.....	\$135.00
Landscape Designer/Planner.....	\$105.00
Staff Engineer II.....	\$115.00
Staff Engineer I.....	\$100.00
Senior Designer II.....	\$130.00
Senior Designer I.....	\$110.00
Designers/Technicians.....	\$90.00
Registered Land Surveyors.....	\$165.00
Survey Party Chief.....	\$125.00
Survey Technicians.....	\$95.00
One-Person Survey Crew.....	\$140.00
Two-Person Survey Crew.....	\$190.00
Three-Person Survey Crew.....	\$270.00
Administrative Support.....	\$90.00

Notes:

1. Expert Witness Assistance will be quoted separately.
2. DuBois & King, Inc., reserves the right to periodically modify the hourly billing rates detailed above at the sole discretion of DuBois & King, Inc., with or without notice. Invoiced amounts will be based on the Schedule of Fees in effect at the time of invoicing.
3. Overtime labor provided by non-exempt personnel will be invoiced at one and one-half (1.5) times the appropriate hourly rate as detailed above.

REIMBURSABLE EXPENSES and OTHER DIRECT COSTS including, but not limited to, the following items will be invoiced at cost plus Administrative Fee of 12%:

1. Transportation and subsistence expenses incurred.
2. Shipping charges and insurance for hardware, samples, field test equipment, etc.
3. Transportation to and from jobs.
 - a. Internal Revenue Service standard mileage reimbursement rate for business travel.
 - b. The use of rental cars, trucks, boats, airplanes or other means of transportation at our cost.
4. Reproduction of drawings, reports, and documents and photographs for project records.
5. Direct materials.

CONTRACT TERMS AND CONDITIONS

SERVICES OF OTHERS: On occasion, project needs will require the specialized services of individual consultants or other companies to participate in a project. When considered necessary, these firms or other consultants will be engaged with your approval. We expect that you will enter into an appropriate agreement with them and be directly responsible for all costs incurred by them. For work performed under this agreement for this project, we will review their invoices and forward to you a recommendation for disposition of payment. Services that are subcontracted by DuBois & King, Inc., will be billed at direct cost plus 12% overhead and fee.

REIMBURSABLE EXPENSES: Reimbursable expenses are in addition to the professional fee compensation for labor and typically include, but are not limited to, the following items: lodging and subsistence expenses; shipping charges and insurance for hardware, samples, field test equipment, etc.; transportation to and from projects; use of personal or company vehicles at a rate consistent with the federally allowable mileage reimbursement rate as determined by the Internal Revenue Service; the use of rental cars, trucks, boats, airplanes, or other means of transportation; reproduction of drawings, reports, documents, and photographs for project records; and any other direct materials. Reimbursable expenses will be billed at our direct cost plus an administrative fee of 12%.

DESIGN WITHOUT CONSTRUCTION PHASE SERVICES: If the Consultant's Scope of Services under this Agreement does not include project observation or review of the contractor's performance or any other construction phase services, it is understood and agreed that such services will be provided by the Client. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the Client waives any claims against the Consultant that may be in any way connected thereto.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the Consultant.

ON-SITE SERVICES DURING PROJECT CONSTRUCTION: Should our services be provided on the job site during project construction, it is understood that, in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's performance conducted by our personnel is not intended to include review of the adequacy of the contractor's safety measures in, on or near the construction site. It is further understood that field services provided by our personnel will not relieve the contractor of the contractor's responsibilities for performing the work in accordance with the plans and specifications.

RIGHT-OF-ENTRY: Unless otherwise agreed, you will furnish right-of-entry on the land for us to make the planned studies, explorations, or investigations. We will take reasonable precautions to minimize damage to the land from use of equipment, but have not included in our fee the cost for restoration of damage that may result from our operations. If we are required to restore the land to its former condition, this will be accomplished and the cost will be added to our fee.

SCHEDULE OF FEES: DuBois & King, Inc., at its sole discretion, reserves the right to periodically modify the hourly billing rates as detailed in its published Schedule of Fees and Contract Conditions to more accurately reflect the cost of doing business, with or without notice. Invoiced amounts will be based on the Schedule of Fees in effect at the time of invoicing.

ADDITIONAL SERVICES: Services not explicitly detailed in this Agreement will be considered additional and subject to increased project fees. Additional services will not be provided without the Client's prior authorization to proceed.

TAXES: State and Local Sales, Use and License taxes will be billed at cost. Any taxes or fees, enacted by Local, State or Federal government subsequent to the date of this contract, and based on gross receipts or revenues, will be added to amounts due under this contract in accordance with any such fees or taxes.

INVOICES: Invoices may be submitted periodically, and not less than monthly, and are payable within thirty (30) days. Interest of one and one-half percent (1.5%) per month will be payable on any amount not paid within thirty (30) days. Any attorneys' fees or other costs incurred in collection of any delinquent amount shall be paid by the Client. Upon request, documentation of reimbursable expenses included in the invoice will be provided in some format itemizing the amount in excess of \$50.00. DuBois & King, Inc., reserves the right to discontinue work on any account that is not paid on a current basis in accordance with these terms. If reassignment of project personnel occurs due to non-payment on an account, project schedule and fees may be adversely impacted.

OWNERSHIP OF DOCUMENTS: All reports, field data and notes, laboratory test data, calculations, estimates, and other documents that we prepare, as instruments of service, shall remain the property of DuBois & King, Inc. We will retain all pertinent records relating to the services performed for a period of six years following the completion of our services, during which period the records will be made available to you at all reasonable times and for reasonable retrieval and reproduction costs.

INSURANCE: DuBois & King, Inc., is protected by Worker's Compensation Insurance (and/or Employer's Liability Insurance), and by Comprehensive General Liability Insurance for bodily injury and property damage. We will furnish information and certificates upon written request. We will not be responsible for any loss, damage or liability arising from your negligent acts, errors and omissions and those by your staff, consultants, contractors and agents or from those of any person for whose conduct we are not legally responsible.

RISK ALLOCATION: In recognition of the relative risks and benefits of the Project to both the Client and DuBois & King, Inc., the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of DuBois & King, Inc., and its officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claim expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of DuBois & King, Inc., and its officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$50,000, or DuBois & King, Inc.'s total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

In the event the Client does not wish to limit DuBois & King, Inc.'s professional liability, DuBois & King, Inc., agrees to waive (or increase the amount of) this limitation of liability upon written notice from the Client and agreement of the Client to pay an additional fee. This additional fee is in consideration of the greater risk involved in performing work for which there is an increase in the limitation of liability or there is no limitation of liability.

INDEMNIFICATION: DuBois & King, Inc., agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by DuBois & King, Inc.'s negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom DuBois & King, Inc., is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless DuBois & King, Inc., its officers, directors, employees and subconsultants (collectively, DuBois & King, Inc.) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor DuBois & King, Inc., shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

CONSEQUENTIAL DAMAGES: In no event shall DuBois & King, Inc., be liable to the Client or the Client to DuBois & King, Inc., for consequential or indirect damages, including, but not limited to, loss of profits or revenue, loss of use of equipment, loss of production, additional expenses incurred in the use of equipment and facilities and claims of customers of the Client. This disclaimer shall apply to consequential damages based upon any cause of action whatsoever asserted, including ones arising out of any breach of warranty, guarantee, products liability, negligence, tort, strict liability, or any other cause pertaining to the performance or non-performance of the contract by the Client or DuBois & King, Inc.

STANDARD OF CARE: In performing our professional services, we will use that degree of care and skill ordinarily exercised, under similar circumstances by members of the profession practicing in the same or similar locality. This warranty is in lieu of all other representations expressed or implied.

OPINION OF PROBABLE COST: In providing Opinions of Probable Construction Costs, the Client understands that DuBois & King, Inc., has no control over the cost or availability of labor, equipment or materials, or over competitive bidding or market conditions, or the contractor's methods of pricing, and, therefore, that our Opinions of Probable Construction Costs are made on the basis of our professional judgement and experience. DuBois & King, Inc., makes no warranty, expressed or implied, that the bids of the negotiated costs of the Work will not vary from the Opinion of Probable Construction Cost provided and does not guarantee the accuracy of our project or construction cost estimates as compared to contractor bids or actual cost to the Client. DuBois & King, Inc., is not providing professional estimating services, and actual pay items and material quantities also may vary from the pay items and quantities included in this Opinion of Probable Construction Costs.

NO ADVANTAGE FROM ERRORS OR OMISSIONS IN CONTRACT DOCUMENTS: Neither the Client nor the Client's Contractor shall take advantage or be afforded any benefit as the result of apparent error(s) or omission(s) in the contract documents. If any party discovers errors(s) or omission(s), it shall immediately notify all the other parties.

DELAYS: DuBois & King, Inc., is not responsible for delays caused by factors beyond DuBois & King, Inc.'s reasonable control. When such delays beyond DuBois & King, Inc.'s reasonable control occur, the Client agrees DuBois & King, Inc., is not responsible for damages, nor shall DuBois & King, Inc., be deemed to be in default of this Agreement.

THIRD PARTY BENEFICIARY: 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 Client or DuBois & King, Inc. DuBois & King, Inc.'s services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and DuBois & King, Inc., agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

DISPUTE RESOLUTION: In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and DuBois & King, Inc., agree that all disputes between them arising out of, or relating to, this Agreement or the Project shall be submitted to nonbinding mediation.

The Client and DuBois & King, Inc., further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

TERMINATION: In the event of termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days of termination, pay DuBois & King, Inc., for all services rendered and all reimbursable costs incurred by DuBois & King, Inc., up to the date of termination, in accordance with the payment provisions of this Agreement.

The Client may terminate this Agreement for the Client's convenience, and without cause, upon giving DuBois & King, Inc., not less than seven (7) calendar days' written notice.

DuBois & King, Inc., may terminate this Agreement for the Consultant's convenience, and without cause, upon giving the Client not less than seven (7) calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or DuBois & King, Inc.'s services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not the fault of DuBois & King, Inc., the Client shall pay DuBois & King, Inc., in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by DuBois & King, Inc., in connection with the orderly termination of this Agreement, including, but not limited, to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

ASSIGNMENT: Neither party to this Agreement shall transfer, sublet, or assign any rights under or interest in this Agreement including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other party.

SEVERABILITY: Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

EXTENT OF AGREEMENT: This Agreement comprises the final and complete agreement between the Client and DuBois & King, Inc. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had any questions explained by independent counsel, and is satisfied. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and DuBois & King, Inc.

LEGAL JURISDICTION: The parties agree that this contract shall be governed by and construed in accordance with the laws of the State of Vermont in connection with all matters arising out of this contract. The parties agree that the courts of the State of Vermont shall have exclusive jurisdiction over any legal proceeding arising out of this contract.

HR6(05-24)

Evergreen Gardens of Vermont

15 Cabin Lane, PO Box 60

Waterbury Center, VT 05677

Ph: 802 244-8523

<< IIP >>

Bill To: TOWN OF WAITSFIELD
JENNIFER.PETERSON
4144 MAIN ST.
WAITSFIELD, VT 05673-

Ship To: TOWN OF WAITSFIELD
4144 MAIN ST.
WAITSFIELD, VT 05673-
ATTN: J. PETERSON
Ph:(802) 496-2218 x 3

Inv #: 25925 R1 Cust #105156 12:56 pm 08/02/24 Page # 1

SKU	DESCRIPTION	QTY	Price	%Disc	Net Price	Total Amount
N13180	NORWAY SPRUCE 7-8'	5.00	549.00		549.00	2,745.00
L1	PLANTING MATERIALS AND DELIVERY PLANT AT 3534 EAST WARREN RD WAITSFIELD, VT 05673	1.00	1,450.00		1,450.00	1,450.00

\$0.00

Sub-Total: \$4195.00
Tax+LOT: \$0.00
: \$0.00
TOTAL: \$4,195.00
Deposit Amount: 0.00
Balance Due: 4,195.00

Invoices unpaid after 30 days are subject to a 1.5% interest per month (18% per annum)



1 **TOWN OF WAITSFIELD, VERMONT**

2 **Selectboard Meeting Minutes**

3 **Monday, August 12, 2024**

4 **Draft**

5
6 **Members Present:** Chach Curtis, Fred Messer, Brian Shupe, Christine Parisi, Larissa Ursprung

7 **Staff Present:** Sandy Gallup, Interim Treasurer

8 **Others Present:** Barbara Chalom, Russell Chalom, Keith Cubbon (CVRPC), Chris DeMaggio,
9 Elaine Eurich, Jenn Grant, Curt Lindberg (Conservation Commission), MRVTV, Alice Peal

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

13
14 **1. Review agenda for addition, removal, or adjustment of any items per 1 VSA 312(d)(3)(A).**
15 No changes to the agenda were needed.

16
17 **2. Public Forum.**

18 Russell and Barbara Chalom of Dana Hill Road explained that fuel delivery trucks are unable to
19 access their home, and requested that fill be provided for the areas of the road that are
20 impassable. Mr. Chalom confirmed that some material was provided last year to address other
21 issues, but that this is a new situation. Mr. Shupe will contact the Road Department regarding
22 when delivery of the material might be scheduled.

23
24 **II. Regular Business.**

25
26 **1. Liquor Permit Applications: None**

27 No liquor license review was needed.

28
29 **2. Festival Permit Applications**

30 An application had been submitted for the Valley Players' annual Labor Day Craft Fair.

31
32 **MOTION:** Mr. Messer made a motion to approved the Festival Permit for the Annual Craft Fair.
33 The motion was seconded by Ms. Ursprung, and passed unanimously.

34
35 **3. Local Hazard Mitigation Plan (LHMP) Update and Approval.**

36 Several residents of North Fayston Road were present, and inquired about potential grant
37 programs that might be accessed to address the trash and debris that has accumulated in
38 Shepard Brook due to the flash flooding of July 10. They also expressed concern over the
39 repeated impact to their properties related to the stream's flooding.

40
41 Alice Peal provided some background information and the update work undertaken by the
42 LHMP Update Committee, including identifying and ranking potential hazards, outlining
43 strategies to address emergencies, and naming potential mitigation strategies. Ms. Peal also
44 made note of some of the programs that might provide funding for the projects included in the
45 Plan.

46
47 There was further discussion of Shepard Brook and a past study that was conducted for that
48 stream. Keith Cubbon explained that there are currently several floodplain mapping projects

49 underway for area waterways, including FIRM map updates and some work by UVM. He also
50 noted that there needs to be cooperation with Fayston when addressing issues created by the
51 Brook. Jenn Grant pointed out that the LHMP update includes language stating that the Town
52 has decided not to pursue the option outlined to “evaluate feasibility of alternative mitigation
53 options to protect properties along lower Shepard Brook, such as flood chutes or property
54 acquisitions,” and asked that this be reconsidered. It was agreed that this strategy will be put
55 back on the priority list and its status updated to be something that will be addressed.

56
57 Board members noted that the Town is willing to support applications by residents for
58 assistance through Hazard Mitigation grant programs, with different options for assistance
59 mentioned. People were directed to Ms. Parisi for any further questions regarding necessary
60 paperwork for this process. The current situation of trees, a storage shed, and other debris in
61 the stream was discussed; Ms. Grant has received permission from DEC’s Jaron Borg to remove
62 her shed from the Brook, but she noted that there remain questions regarding who is
63 responsible for this type of work being completed.

64
65 Curt Lindberg explained that the Conservation Commission (CC) has not yet had an opportunity
66 to review the Plan, but that there are sections for which they might like to provide input,
67 particularly those that specifically mention the CC.

68
69 Ms. Peal and Mr. Messer explained the adoption process and need to have the Plan submitted
70 for approval in a timely manner in order for maximum ERAF (disaster relief reimbursement)
71 rates and other benefits of having an adopted LHMP be realized by the Town. It was
72 emphasized that the Plan may be updated after adoption, and could be reviewed again in
73 several months’ time. Ms. Peal explained that the document first goes to Vermont Emergency
74 Management (VEM), where it is reviewed before being passed to FEMA for their approval.

75
76 Ms. Parisi exited the meeting during this discussion due to other obligations.

77
78 Mr. Curtis made note of several typographical/grammatical changes that were needed in the
79 Plan.

80
81 **MOTION:** Mr. Messer made a motion to approve the LHMP after the language regarding
82 addressing Shepard Brook mitigation measures is reverted to what was contained in the prior
83 version of the Plan, and the typographical/grammatical changes noted by Mr. Curtis are
84 addressed. The motion was seconded by Mr. Curtis, and passed unanimously.

85
86 Ms. Peal commented that she is also part of the group working on the five-year renewal of the
87 Vermont Climate Action Plan, her group’s focus is on the Public Health section.

88
89 **4. Conservation Commission - Sinuosity contract for Scrag trail planning.**

90 Mr. Lindberg provided an overview of the work to be completed under the proposed contract,
91 which will provide design work and associated permitting and grant application assistance for
92 completing Phases 2 and 3 of Scrag trail development. The contract amount is \$2425; there is
93 currently \$60K in the Commission’s reserve fund.

94
95 Mr. Lindberg explained that several components will be designed this year, with support for
96 permitting and grant applications to be provided in 2025.

97

98 **MOTION:** Mr. Curtis made a motion to approve the contract with Sinuosity for Phase 2 and 3
99 trail work at Scrag Forest. The motion was seconded by Ms. Ursprung, and passed
100 unanimously.

101

102 **5. FY 2024 Budget Status update.**

103 Sandy Gallup provided an update on the budget year end, details of which she had reported in
104 a memo to the Board. She noted that there is a projected fund balance of \$291K, and explained
105 the areas of greater than anticipated revenue and lower than expected expenses.

106

107 Ms. Gallup explained that, when added to the prior year’s fund balance, this provides an
108 amount of over \$900K, and it was discussed to what purpose these funds might be applied,
109 with some consideration given to providing a source of up front Wastewater Project expenses
110 that will need to be covered and then later reimbursed by grant/loan receipts.

111

112 She also noted that she is preparing loan and other information in anticipation of auditor work
113 scheduled for September. Finally, Ms. Gallup indicated that the resolution obligating the
114 remainder of the ARPA funds available was difficult to locate, and she was not able to find a
115 signed copy, so suggested that this be approved by the Board again at an upcoming meeting.

116

117 **6. Animal Control Ordinance, Dog Control Ordinance, and Animal Control Officer job
118 description.**

119 Ms. Parisi had provided some information in the meeting materials, which some Board
120 members had not yet had an opportunity to review. It was decided to postpone this discussion
121 to an upcoming meeting.

122

123 **7. Personnel Policy - review updates and adopt.**

124 This item was postponed, to be taken up at a future meeting.

125

126 **8. Hiring Update: Next Steps.**

127 A second interview with a candidate for the Town Administrator position had been scheduled,
128 and a first interview with another candidate was potentially being scheduled. There had been
129 no response from potential Treasurer candidates.

130

131 **9. Consent Agenda.**

132 **APPROVAL:** *The Consent Agenda was approved with no objections or concerns raised.*

133

- 134 • Approval of Minutes of 6/24/24 and 7/8/24
- 135 • Bills Payable and Treasurer’s Warrants
- 136 • Liquor License Warrants

137

138 **10. Selectboard Roundtable.**

139 Mr. Messer reported on impacts from the recent passing through of TS Debbie, in particular
140 noting there was excellent emergency management communication in advance of the storm’s
141 arrival. The damage experienced was minimal, mostly from wind/downed trees. Mr. Messer
142 explained that there is an ongoing conversation with Peter Colgan of the Rotary, with it being
143 discussed that the Rotary may be willing to take on an emergency coordination role for the
144 Valley, as Mr. Colgan has been doing for Fayston. Mr. Shupe noted that a similar discussion of

145 emergency management coordination had taken place at a recent Executive Committee
146 meeting of the MRVPD.

147
148 Ms. Ursprung asked about appropriate educational information for herself related to
149 emergency management; Mr. Messer suggested that she use the online ICS (Incident Command
150 System) 100 training offered by FEMA.

151
152 **11. Executive Session.**

153
154 **MOTION:** *A motion to enter Executive Session pursuant 1 V.S.A. § 313 (a) (3) [Personnel] passed*
155 *unanimously.*

156 The meeting entered Executive Session at 8:14 pm and returned to open session at 8:29 pm.

157
158 **V. Other Business**

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

160 **VI. Adjourn**

161 The meeting adjourned at 8:29 pm.

162 Respectfully submitted,
163 Carol Chamberlin, Recording Secretary