

TOWN OF WAITSFIELD
SELECTBOARD MEETING
Completely remote via Zoom
Monday, December 4, 2023
6:30 P.M.

Please see note below for access

I. Call to Order: 6:30 P.M.

II. Regular Business.

1. Agenda additions, removals, or adjustments per 1 V.S.A. § 312 (d) (3) (A).
2. Public forum. (5 +/- min.)
3. Consider Liquor License application for Scrag & Roe (40 Bridge Street) (5 +/- min.)
4. Waitsfield Conservation Commission updates
 - a. 2023 Knotweed Work Report (10 +/- min.)
 - b. Consider FY25 Conservation Commission budget request (15 +/- min.)
 - c. Initial Fair Ground parcel management discussion (15 +/- min.)
5. FY25 draft budget review
 - a. Review draft FY25 Operating Budget expenditures
6. Consent Agenda:
 - a. Consider approving the Minutes of 11/2/23 and 11/13/23
 - b. Bills Payable and Treasurer's Warrants
 - c. Approve liquor license renewals
 - d. Appoint Alice Peal to the Clean Water Advisory Committee
 - e. Approve renewed SOS Contract for Water Operations for 2024
7. Selectboard roundtable. (10 +/- min.)
8. Town Administrator's updates. (5 +/- min.)
9. Executive Session
 1. 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
 2. Enter Executive Session pursuant to 1 V.S.A. § 313 (a) (2) [Real Estate], 1 V.S.A. § 313 (a) (3) [Personnel], and 1 V.S.A. § 313 (a) (1F) [Confidential attorney-client communications]

III. Other Business.

1. Correspondence/reports received.

IV. Adjourn.

***PLEASE NOTE: Public Access to this meeting will be completely remote via Zoom**

For 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 * Jordan Gonda * Fred Messer * Brian Shupe, *Vice Chair* * Christine Sullivan, *Chair*
Town Administrator: Annie Decker-Dell'Isola (802) 496-2218, x5 townadmin@gmavt.net

1 **Waitsfield Town Administrator’s Report**

2 December 4, 2023

3
4 ***PLEASE NOTE: Public Access to this meeting will be hybrid, remote via Zoom or in person at the**
5 **Waitsfield Town Office. For remote access, please use the following link:**

6
7 <https://us02web.zoom.us/j/82056117089>

8 Meeting ID: 820 5611 7089

9 By phone: 1 (929) 205-6099

10
11 **Anyone wishing to speak can do so during the designated times, as indicated by the chair.**

12 **II. REGULAR BUSINESS.**

13
14 Item II.3. Consider Liquor License application for Scrag & Roe (40 Bridge Street)

15 The Board will be acting in its capacity as the local liquor control commission. Liquor licenses to be
16 reviewed tonight include businesses that have had their license for less than three years. Local policy has
17 been to ask these businesses to attend in person to answer any questions the Selectboard might have.

18
19 License classes roughly break down as follows:

- 20 a. Class 1 – allows for the sale of beer and wine, with consumption on premises (bars, restaurants,
- 21 taprooms, etc.).
- 22 b. Class 2 – allows for the sale of beer and wine (and related products), with consumption off
- 23 premises (grocery stores, convenience stores, etc.).
- 24 c. Class 3 – allows for the sale of spirits or liquor, with consumption on-premises (bars, restaurants,
- 25 etc.).
- 26 d. Outside Consumption Permit – allows for sale and consumption on-premises, but in outside spaces
- 27 (patios, tents, sidewalks, other designated spaces, etc.).

28
29 The applicant within the three-year window expected to attend Monday is Scrag & Roe. DLL has
30 transitioned entirely to an online portal and the Town no longer receives paper copies of applications.
31 The state portal allows for Town Clerk sign off once approved by the Selectboard. The liquor license is
32 included on the warrant found under the consent agenda for the Board’s signature at the end of the
33 meeting. The warrant will be shared on Monday before the meeting in order to capture fees that may
34 come in the mail on Monday.

35
36 ***Recommendation:***

37 *Consider a motion to approval the Class 1 and Class 3 liquor license for Scrag & Roe.*

38
39 Item II.4. Waitsfield Conservation Commission updates

40
41 a. **2023 Knotweed Work Report**

42 The Conservation Commission has prepared a 2023 Knotweed Work Report for the community,
43 summarizing the 2023 season. The report is enclosed and representatives from the Conservation
44 Commission will present the summary at the meeting.

45
46 ***Recommendation:***

47 *No action needed at this time.*

49 **b. Consider FY25 Conservation Commission budget request**

50 The Conservation Commission has submitted a FY25 budget request for the Selectboard to
51 consider which is enclosed. Overall, the commission is requesting level funding from what they
52 saw in FY24. One item to discuss will be the allocation of the invasive species reserve funding for
53 knotweed work. The FY24 appropriation has already been spent and the commission and
54 Selectboard will need to discuss how best to kick-off any spending needs related to knotweed
55 before July 2024. Staff recommends that these funds should come from the Conservation
56 Commission reserve.

57
58 **c. Initial Fair Ground parcel management discussion**

59 The Conservation Commission has also requested an initial discussion with the Selectboard related
60 to management of the newly donated Fairgrounds parcel. The commission has prepared a map
61 showing the proximity of other town owned lands to the Fairgrounds parcel which is enclosed.
62

63 Item II.5. FY25 draft budget review

64 Staff will provide the most recent version of the draft Operating Budget expenditures ahead of Monday's
65 meeting for the Board to review and begin discussing. Most important to discuss at this time are:

- 66 1. Appropriations requests. The Board should review the requests as submitted to date (the due date
67 for submittal is December 4th) and decide if they would like to meet with any of the groups to
68 discuss their request.
69 2. Draft Fire Department operating budget. This is in preparation for the December 12th meeting
70 with the Fayston Selectboard.
71

72 Item II.6. Consent Agenda

73
74 *Any member of the Selectboard may request that an item be removed from the consent agenda for any*
75 *reason and the Chair will decide where on the regular agenda the item will be placed for further*
76 *discussion and potential action, otherwise a single motion is all that's needed to approve the identified*
77 *consent agenda items.*
78

79 a. Consider Approving the Minutes of 11/2/23 and 11/13/23

80 The minutes are pending.
81

82 b. Bills Payable and Treasurer's Warrants

83 Warrants will be emailed before the meeting and available for review in person at the
84 meeting.
85

86 c. Approve liquor license renewals

87 A warrant will be provided on Monday before the meeting to include any new businesses
88 approved at this meeting and other applications that have been received from established
89 businesses who are no longer required to meet with the Selectboard.
90

91 d. Appoint Alice Peel to the CVRPC Clean Water Advisory Committee

92 CVRPC is looking for towns to appoint members to their Clean Water Advisory
93 Committee. Alice Peal has expressed her interested. More information on the Clean
94 Water Advisory Committee [can be found here](#).
95

- 96 e. Approve renewed three-year contract with Simon Operating Services for water operations
97 A memo from the Chair of the Water Commission is enclosed as well as a copy of the
98 contract. The Waitsfield Water Commission recommends that the Selectboard proceed
99 with the renewed three-year contract.
100

101
102 Item II.9. Town Administrator's Updates

103 Updates will be provided at the meeting.
104

105 **III. OTHER BUSINESS**

106 Item III.1. Correspondence/Documents/Reports received

- 107 a. None received to date



Knot in Waitsfield

Report to the Community on Japanese Knotweed Management

November 2023

By Curt Lindberg on Behalf of Waitsfield Conservation Commission



The UVM intern crew plus Jito Coleman from the Warren Conservation Commission, Andrea Henderson from the Fayston Conservation, and Curt Lindberg, from the Waitsfield Conservation, celebrate the year's good work at an appreciation party hosted by George Schenk at American Flatbread.

2023 Highlights

2023, the second year of Waitsfield's drive to address Japanese Knotweed, concluded on November 4th when eleven volunteers from the Valley planted 150 native trees and shrubs in three locations where knotweed is being aggressively managed. This accomplishment served as a reminder that the ultimate goal of invasive species control is habitat restoration. Other highlights of the year were:

- Reversing the spread by weakening all known knotweed infestations along upper elevation roadways and waterways;
- Expanded the area of knotweed under management by 60%;
- An average 68% reduction in the time required to manage sites over the time expended in 2022;
- Fayston's Conservation Commission joined the initiative;
- Two grant applications for Valley-wide invasive species management and habitat restoration were submitted;
- A valley-wide, scientifically-grounded measurement system was implemented to assess the impact of knotweed management methods;
- Community education about invasive species and knotweed management methods was expanded;
- Mapping of the locations of other invasive species in town was begun; and
- Stowe, Northfield, Middlesex and Hinesburg sought guidance from Waitsfield and Warren to inform their invasive species management work.



Thirty-three nine square foot measurements plots have been set up in the three towns to gauge the effectiveness of knotweed control efforts. Each June data will be collected on the number knotweed stalks, the average diameter of stalks in the plots, the percent of the plot covered by knotweed, and other plants growing in the plot. June 2023 was the first period of data collection.

There is strong rationale for the town's invasive species management initiative:

- Knotweed and other invasive plant species are damaging the natural environment and biodiversity;
- Many invasive species are expanding their footprint;

- Knotweed and other invasives are negatively impact the beauty of the Valley; and
- Investment now in invasive species management will lessen the need for much larger expenditures in the future.

This initiative is based on the understandings that significant progress requires a sustained multi-year and comprehensive watershed-wide effort. It is being led by Waitsfield Conservation Commission with strong support from the Selectboard and community. In 2022 voters overwhelmingly approved the creation of an Invasive Species Reserve Fund of \$10,000 and many area residents volunteered. *The Valley Reporter* has featured the initiative in multiple stories.

Sites Mapped & Managed

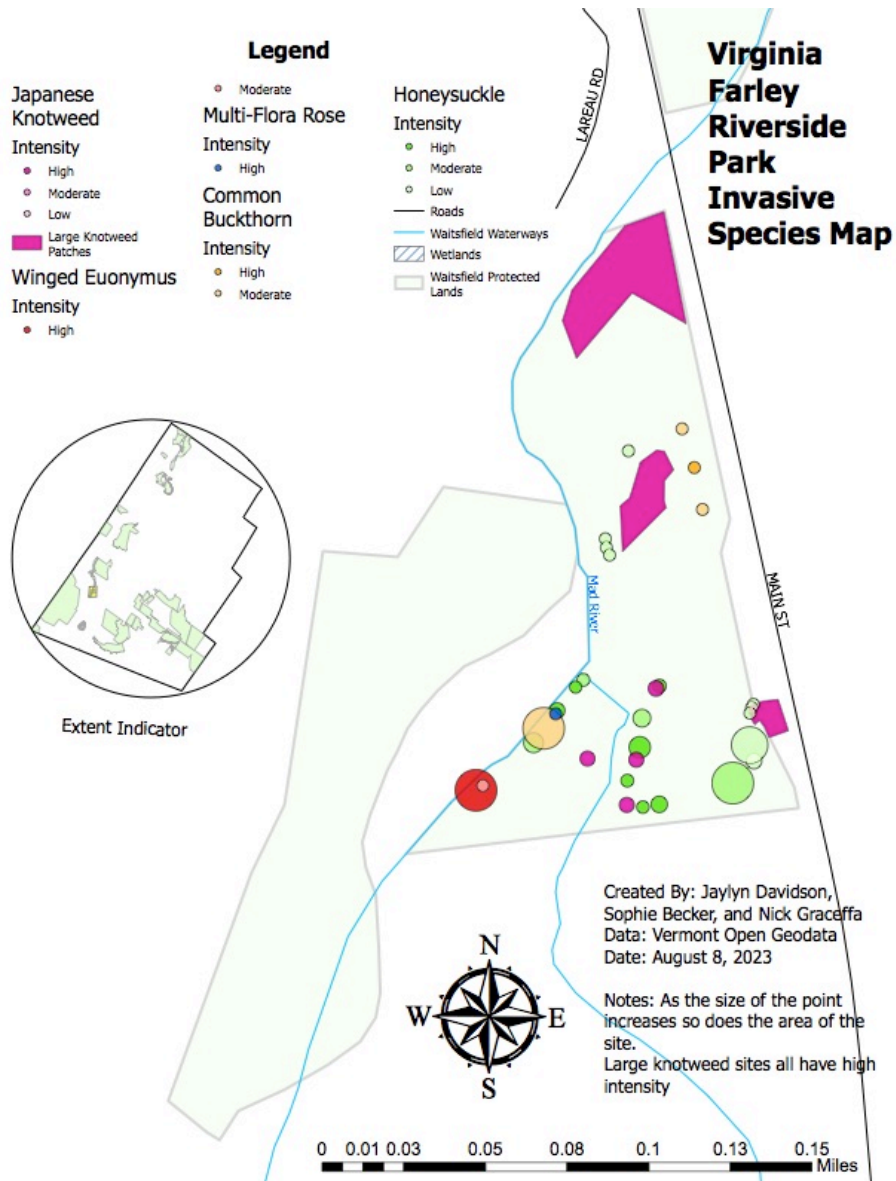
Using iNaturalist, members of the Conservation Commission created an iNaturalist Project for Japanese Knotweed in Waitsfield (available [here](#)) in 2021 and have since mapped 201 sites where knotweed is found. Mapping efforts were concentrated on upper elevation roadways, ditches, Mad River tributaries and selected locations along the Mad River.

From the iNaturalist map members of the Conservation Commission identified 76 priority sites for management. Locations selected for prioritization were along upper roadways and waterways and in highly visible, iconic sites in town. The former locations were selected with the objective of reversing the spread. The latter locations were selected because of the opportunities they presented to build community awareness, improve the beauty of these special places, and restore riparian habitat. These 76 priority sites are in the locations listed below. Sites newly managed in 2023 are shown in orange.

- | | | |
|--------------------------|-----------------------------------|-------------------------------------|
| ● Austin Parcel | ● Lareau Swim Hole | ● Sherman Road |
| ● Bridge Street | ● Mad River Path –
Lareau Park | ● Ski Valley Road |
| ● Bowen Road | ● North Road | ● Tardy Property |
| ● Brook Road | ● Old County Road | ● Tremblay Road |
| ● Center Fayston
Road | ● Palmer Hill Road | ● Virginia Farley
Riverside Park |
| ● East Warren Road | ● Reed Road | ● West Greenway |
| ● Floodwoods Road | ● Route 100 – seven
locations | |
| ● Joslin Hill Road | | |

In 2023, a project to map other invasive species in Waitsfield was initiated. The first area mapped was the Virginia Farley Memorial Park.

As seen on the map, in addition to Japanese Knotweed, honeysuckle, common buckthorn, winged euonymus, and multi-flora were found on the site. The UVM interns put together resources on methods to manage the invasives on this site.



Outcomes

In October, 2023 a member of the Conservation Commission surveyed all the sites that were managed in 2023 and graded the level of impact - from no impact, to moderate weakening, to significant weakening, to eradication.

- 16% (12 sites) of sites showed moderate weakening
- 84% (64 sites) sites showed significant weakening
- 0% of sites was Knotweed eradicated

Another notable outcome was the reduction in time required to manage existing sites. This was due to the weakening of knotweed infestations and the adoption of more efficient management

methods, chiefly the use of weed whacking instead of hand cutting in certain locations. On average, there was a 68% reduction in time required to manage sites in 2023, with reductions by site ranging from 54% to 94%. These efficiencies allowed for an expansion of the area of knotweed under management in 2023 by approximately of 60%.

Public Awareness & Community Engagement

A significant investment was made in building community awareness about Knotweed, its negative impact on nature in the Valley, and about how Knotweed can be managed.

- A well-attended community education session was held at Lareau Swim Hole in June – an invasive species ecologist spoke.
- Photos and releases were supplied on a frequent basis to *The Valley Reporter*, and the paper was very generous in its coverage.
- UVM interns created Instagram and Tik Toc accounts and made numerous educational posts over the summer
- The interns also attended Farmers Market on three occasions to build community awareness.
- Conservation Commission members met with several private landowners to provide advice on how they could deal with Knotweed on their properties.
- Educational signage about Knotweed and the various management methods being employed were posted at highly frequented locations in town - Bridge Street, Lareau Swim Hole and West Greenway.

People Power

Twenty-one community volunteers and eight interns from University of Vermont spent 1040 hours on the “Knot in Waitsfield” project in 2023.

The interns, who were shared between the three Valley towns, were paid \$16/hour from the Invasive Species Reserve Fund for their work in Waitsfield. One intern served as Invasive Species Project Coordinator.

A significant portion of the Knotweed management work took place during weekly 4-6 pm “Knot Thursdays” sessions where volunteers and interns would concentrate efforts at a designated location. In addition, ten locations (comprising nearby multiple infestations) were adopted by individual volunteers who assumed responsibility for managing Knotweed throughout the growing season. This initiative is called “Adopt Some Knot” and included these locations:

- Brook Road
- East Warren Road
- Floodwoods Road
- North Road
- Palmer Hill Road
- Reed Road
- Sherman Road (east and west)
- Ski Valley Road
- Tremblay Road
- West Greenway

Two ecologists with expertise in knotweed control and revegetation provided the Conservation Commissions and UVM interns with valuable information on how knotweed spreads, management techniques and revegetation tips. They also affirmed the appropriateness of the basic strategies being employed.

Looking to the Future

- We need to locate a convenient location for long-term drying and composting of knotweed root material stalks, ideally on town land. In 2022 and 2023 we used a Warren Township property.
- We need modest help from the town road and park crew to transport knotweed root crowns and stalks to the Warren knotweed dump or an alternative location in Waitsfield.
- If we choose to seriously tackle the extensive knotweed infestations along the Mad River, we will need to use other than manual methods, namely goats and herbicides.
- Consider more active outreach to landowners about methods for addressing invasive species on their property.
- Continue to look for sources of outside funding.



One hundred fifty native trees and shrubs were planted at Virginia Farley Riverside Park, Lareau Park, and the Austin Parcel, with the goal of transforming these sites from monoculture stands of knotweed to to healthy native habitat.



Conservation Commission 2024-2025 Budget Request

Fund 14 - The primary purposes of this conservation fund are to support land acquisition and easements on property deemed important to the town and to leverage outside funding. Recently Fund 14 helped support the recent addition of the Fairway/Lee Property and previously the addition of the Gateway Parcel to Scrag Mountain Town Forest. Since the establishment of the Fund in 1996, \$243,700 from the Fund has attracted \$1,131,100 in outside support, almost a 1 to 5 ratio.

The Conservation Commission recommends the annual contribution to Fund 14 remain at \$20,000, the same level as in the previous two fiscal years, 2022-2023 and 2023-2024.

General Conservation Budget - The purpose of the annual budget allocation is to cover routine operating expenses (such as ongoing forest restoration on the Austin Parcel, trail maps, trail maintenance, signs, and culverts) for town property managed by the Conservation Commission.

The Conservation Commission recommends the annual General Conservation Budget be kept at \$5,000, the same level as in the previous two fiscal years, 2022-2023 and 2023-2024 contributions.

The Commission works diligently to carry out its work, with members providing countless hours of volunteer time to steward almost 1000 acres of town forest, maintain miles of trails and provide wonderful experiences for thousands of users.

Invasive Species Reserve Fund – This fund, newly established in 2022-2023 and overwhelmingly approved by the voters, allocated \$10,000 towards the management of Japanese Knotweed and Emerald Ash Borer.

The Conservation Commission recommends that the identical level of funding provided in 2022-2023 and 2023-2024, \$10,000, be allocated to the Invasive Species Reserve Fund in 2024-2025, and that the Commission be authorized to draw on these funds for Knotweed and other invasive species work.



Wu Ledges Town Forest

Wu Ledges

Austin

Lareau

Tardy

Fair Grounds LLC



1 **TOWN OF WAITSFIELD, VERMONT**

2 **Selectboard Meeting Minutes**

3 **Thursday, November 2, 2023**

4 **Draft**

5
6 **I. Call to Order:** The meeting was called to order at 6:30 pm by Christine Sullivan. The meeting
7 was held in person at the Town Office building and remotely via Zoom.

8 Members Present: Chach Curtis, Brian Shupe, Christine Sullivan

9 Staff Present: Annie Decker-Dell'Isola, Town Administrator; Fred Messer, Animal Control Officer

10 Others Present: Dan Burchard (representing Federica and Sylvia Hoffman), Sam Carten, Luke
11 Catlin, Brooke Cunningham, Anna Del Rosal, Emmon Foxx, Susie Goodman, Kathy Haskell,
12 Federica Hoffman, Steve Maxwell, Kathy Mehuron, Ryan Reigler, Stephanie Reigler, Brigitte
13 Ritchie, Erica Stroem, Karen Stroem, Lyndon Virkler, and Sally VonTrapp

14
15 **II. Regular Business.**

16
17 **1. Review agenda for addition, removal, or adjustment of any items per 1 VSA 312(d)(3)(A).**

18 No changes were made to the agenda.

19
20 **2. Public Forum.**

21 Nobody requested time to address the Board.

22
23 **3. Hearing to Consider Potential Violations of the Dog Ordinance.**

24 Ms. Decker-Dell'Isola provided a summary of the matter before the Board, outlining that it
25 needs to be determined whether two dogs owned by Sylvia and Federica Hoffman have
26 violated the following sections of Waitsfield's Dog Ordinance:

- 27
 - Section 6: Regarding dogs running at large
 - 28 • Section 8: Regarding vicious and potentially vicious dogs
 - 29 • Section 13: Regarding nuisances

30
31 She explained that this hearing resulted from a complaint received after an event which
32 occurred on Thursday, October 26. The complaint was filed by Brigitte Ritchie, who reported
33 that she was approached by both dogs while riding her bicycle on East Road, and was
34 subsequently bitten by one of the two dogs.

35
36 The order of the procedure was outlined. It was noted that Mr. Messer was recusing himself
37 from the hearing in his position as Selectboard member, but was participating as the Town's
38 Animal Control Officer. Ms. Sullivan noted that an email related to the matter had recently
39 been received by the Board, and so had not yet been reviewed. She explained that the Board
40 would likely enter Executive Session to discuss what was presented during the hearing and in
41 email correspondence.

42
43 Ms. Ritchie then outlined the events of October 26, explaining that she was riding her bike on
44 East Road when she noticed two dogs in the road, one of which approached her. She told that
45 dog to 'go home,' after which the other dog approached and bit her twice. She stopped, and a
46 person driving by also stopped, and advised her to get off her bike and walk down the hill,

47 noting that this type of situation had occurred previously with these dogs. She called Mr.
48 Messer, who came to East Road to discuss the issue with her.

49
50 Ms. Hoffman spoke next, reiterating comments she had provided in a letter to the Board. She
51 expressed apologies to Ms. Ritchie from both her and her mother, and acknowledged that the
52 dogs should not have been out of their fenced area. She indicated that steps had been taken
53 previously to contain the dogs, and that this had been successful for about a year and a half.
54 Ms. Hoffman also explained that the day after this incident there was a contractor at her
55 property working to reinforce the fence. The family is also opting to keep one of the dogs,
56 Nana, muzzled. Currently the dogs are not being allowed to run in the fenced area, as the
57 Hoffmans are consulting with animal containment services to determine if the current fence is
58 sufficient to contain the dogs. Ms. Hoffman also noted that she is open to suggestions from the
59 Town regarding other measures.

60
61 Board members had no questions at this point in the hearing, although Mr. Curtis did confirm
62 that if speaking as neighbor he should do so in open session.

63
64 The following people provided comments:

- 65 • Stephanie and Ryan Riegler
 - 66 ○ Their small children are afraid to play in the yard
 - 67 ○ Understand the owners have worked to contain the dogs, but nothing seems to
 - 68 have worked
 - 69 ○ Have seen the dogs loose eight times recently, including after Brigitte was bitten
 - 70 ○ They are both very large dogs
- 71 • Anna Del Rosal and Steve Maxwell
 - 72 ○ The dogs take aggressive stances
 - 73 ○ The dogs have been loose and entered the Del Rosal/Maxwell property
 - 74 ○ The dogs have pursued them through the woods in a predatory pattern
 - 75 ○ They fear for the safety of their dog
- 76 • Kathy Mehuron
 - 77 ○ The dogs have scared her many times
 - 78 ○ Concerned about the children playing in the area
- 79 • Brooke Cunningham
 - 80 ○ Dogs are a breed bred for defense, need owners who understand how to work
 - 81 with their nature
 - 82 ○ Problems have been ongoing for five years
 - 83 ○ Worried about children and general neighborhood safety
- 84 • Emmon Foxx
 - 85 ○ Has seen the dogs attack cyclists
 - 86 ○ Described interaction with the dogs where he needed to protect his child
 - 87 ○ Feels the dogs are a serious safety risk
- 88 • Kathy Haskell
 - 89 ○ Would drive her kids past the area where the dogs were often loose rather than
 - 90 letting them walk
- 91 • Erica ??
 - 92 ○ The dogs visit her property to play with her dogs
 - 93 ○ No problems with them, but is aware that others have problems

- 94 ○ Would like to know more about reports of biting
- 95 ● Luke ???
- 96 ○ Has seen the dogs running at large several times
- 97 ○ Was charged by the dogs when walking his dog, his dog slipped leash and ran off
- 98 ○ Other experiences lead to his opinion that these are vicious dogs
- 99 ○ Concerns for area children
- 100 ● Sally VonTrapp
- 101 ○ Attacked by the dogs on October 21, 2020
- 102 ○ Suffered multiple puncture wounds and concussion
- 103 ● Susie Goodman
- 104 ○ Concerned about the situation
- 105 ○ Would like to know how Ms. Hoffman plans to move forward after hearing these
- 106 experiences
- 107 ● Federica Hoffman
- 108 ○ Distressed to hear that neighbors are fearful
- 109 ○ Reiterated that the dogs do have good interactions with other people and dogs
- 110 ○ Dogs have guardian instincts but are not attack dogs
- 111 ○ Safety is a concern
- 112 ○ Fencing will be strengthened
- 113 ○ The dog that bites will be muzzled
- 114 ○ Willing to introduce neighborhood people, children, and dogs to her dogs
- 115 ● Karen Stroem
- 116 ○ The dogs interact well with her dog
- 117 ○ They are bred to watch livestock, not attack
- 118 ● Chach Curtis
- 119 ○ Has had multiple interactions with the dogs and experienced no issues
- 120 ○ Believes that Ms. Hoffman and her mother have put in substantial effort to
- 121 alleviate concerns

122

123 Mr. Messer indicated that, due to large size of the two dogs (140 and 160 pounds), there are
124 limited ways in which he can address any future issues, and they are too large for him to handle
125 and transport.

126

127 Ms. Ritchie offered that she believes management and containment of the two dogs is
128 important, and advised those present to not discount reports of bites, as there have been
129 several. She expressed that the dogs deserve a chance, but she is concerned for the safety
130 of area children.

131

132 Ms. Sullivan closed the hearing.

133

134 4. Executive Session.

135

136 **MOTION:** Mr. Shupe made a motion to enter Executive Session for the purpose of deliberations,
137 including Mr. Messer. The motion was seconded by Mr. Curtis. All voted in favor.

138

139 The meeting entered Executive Session at 8:00 pm and returned to open session at xxx pm.

140 **IV. Adjourn**

141 The meeting adjourned at xxx pm.

142 Respectfully submitted,

143 Carol Chamberlin, Recording Secretary

1 **TOWN OF WAITSFIELD, VERMONT**

2 **Selectboard Meeting Minutes**

3 **Monday, November 13, 2023**

4 **Draft**

5
6 **I. Call to Order:** The meeting was called to order at 6:30 pm by Christine Sullivan. The meeting
7 was held in person at the Town Office building and remotely via Zoom.

8 Members Present: Chach Curtis, Jordan Gonda, Fred Messer, Brian Shupe, Christine Sullivan

9 Staff Present: Decker-Dell'Isola, Town Administrator

10 Others Present: Misha Golfman (MRPA), Anthony Italiano (MRTV), Mac Rood (MRPA), Ben
11 Service (Skatium)

12
13 **II. Regular Business.**

14
15 **1. Review agenda for addition, removal, or adjustment of any items per 1 VSA 312(d)(3)(A).**

16 No changes were made to the agenda.

17
18 **2. Public Forum.**

19 Nobody requested time to address the Board.

20
21 **3A. Skatium request for tax exempt article on Town Meeting warning.**

22 Ms. Decker-Dell'Isola explained that the Selectboard may either grant an exemption from taxes
23 or request that the entity requesting the tax relief submit a petition (70 signature minimum) to
24 have the question placed as an Article on the Town Meeting agenda. The total tax bill for this
25 year is for \$1162.

26
27 Ben Service provided information for the reasons behind the exemption request, emphasizing
28 that the Skatium is putting effort into several improvements, with the goal of reinstating some
29 of their past programs such as those offering free after-school skating and lessons, as well as to
30 expand into some year-round youth activities. He confirmed that the Skatium received \$3K
31 from the Rec District this year for technical improvements; it was also confirmed that no ARPA
32 funds have been awarded to the Skatium.

33
34 Board members indicated their preference for having a petition submitted, as there are only
35 two other properties which have been granted tax exempt status (MRVAS and Masonic Lodge),
36 and it was agreed that these types of requests would be better considered after community
37 support is demonstrated. Mr. Service agreed to move ahead with creating and circulating a
38 petition.

39
40 **4. Mad River Path (MRPA) Updates.**

- 41 • Consider Section 1111 application for recreation path Route 100 northern crosswalk near
42 Irasville Commons

43 Ms. Decker-Dell'Isola provided some background information regarding the plans for a new
44 Mad River Path crosswalk, to serve as a northern crossing point associated with the new
45 recreation hub, which were first explored and considered by the Board in February 2023. She
46 explained that she and Misha Golfman have met with various VTrans staff members, and have
47 finished putting together application materials; the Town will need to serve as the primary

48 applicant, with MRPA included as an additional applicant. Ms. Decker-Dell'Isola also noted that
49 MRPA will take on the work required after approval of the application, and that if full approval
50 is received, VTrans will provide the appropriate crosswalk markings. Mr. Golfman pointed out
51 that the VOREC grant funding already in place includes the proposed cost of this work, but that
52 approval from VTrans is needed to follow through with the project.

53
54 Mr. Golfman outlined the location of the crossing and associated path segments, explaining
55 that the Path will run along the Irasville Common side of the cemetery fence, cross the Irasville
56 Common driveway, and then cross Route 100 to a paved path in front of the Brothers Building
57 office. He outlined that all necessary agreements with private landowners are in place, and
58 that all of those landowners have signed the required State agreement.

59
60 Ms. Decker-Dell'Isola indicated that a decision from VTrans may be received by the end of the
61 year, but that the actual work will not take place until the spring.

62
63 **MOTION:** *Mr. Curtis made a motion to authorize the Town Administrator to submit the Section*
64 *1111 application to VTrans for the proposed Mad River Path Recreation Path crosswalk located*
65 *in front of Irsaville Commons. The motion was seconded by Mr. Shupe. All voted in favor.*

- 66
67 • Consider updated request for support of the Mad River Path Route 100 proposed scoping
68 study

69 Ms. Decker-Dell'Isola provided an updated document from Mr. Golfman regarding the project
70 and this request. Mr. Golfman acknowledged the inquiry from Mr. Messer at a previous
71 meeting regarding how development of this multi-use path is important to the community, and
72 outlined some of the work he has completed and information he has gathered to aid in
73 outlining the importance of the project. Mr. Golfman spoke of related language in the Town
74 Plan indicating that this type of transportation path is a priority for the Town, noted the
75 support from VTrans and State representatives, and indicated that he has put together a
76 database of the 320 landowners who have property along the proposed path's corridor. He
77 explained that this will be a legacy project, with the initial segments inviting future
78 improvement. He confirmed that both Moretown and Warren have provided the requested
79 support and approved a \$4K match to use if the grant is awarded.

80
81 Mr. Messer expressed his discomfort with supporting an expensive project when the Town is
82 already facing several infrastructure needs. Mr. Golfman explained that federal funding will be
83 sought for the majority of the expense related to developing the path, and that towns will only
84 be approached to provide matching funds when needed.

85
86 There were no further questions from Board members.

87
88 **MOTION:** *Ms. Gonda made a motion to provide a letter of support to the Mad River Path*
89 *Association as part of their Transportation Alternative Program Grant Application for a Scoping*
90 *Study for a Route 100 multi-use path and provide a financial match of \$4,000 conditioned on the*
91 *participation of the Towns of Warren and Moretown. The motion was seconded by Mr. Curtis.*
92 *The motion passed with Mr. Messer opposed.*

93
94

95 **5. General Wait House (GWH) Discussion.**

- 96 • Consider action on 2021 General Wait House Report

97 Ms. Decker-Dell’Isola explained that the Committee in preparing their Report had outlined
98 three options for management of the Wait House, and noted that an indication of support for
99 the course of action outlined in Option #2 provides confirmation that there is no intent on the
100 part of the Board to pursue other ownership at this point. Taking this action will also help guide
101 the work of the GWH Commission. It was agreed that the main building should be the first
102 priority as the Commission plans for repairs and maintenance.

103

104 **MOTION:** *Mr. Shupe made a motion to pursue Course of Action #2 as identified in the General*
105 *Wait House Committee December 2021 report. The motion was seconded by Mr. Messer. All*
106 *voted in favor.*

107

- 108 • Consider appointments to the General Wait House Commission

109 Ms. Decker-Dell’Isola noted that the associated Bylaw language regarding representation
110 includes that Historical Society and building tenants should be represented, but not fill a
111 majority of the seats. Due to interest from several Historical Society members, it was proposed
112 and agreed that this be changed to specify that Historical Society *officers* should not comprise a
113 majority of the GWH Commission. Additionally, tenants have requested that there be a ‘tenant
114 seat’ on the Commission rather than the appointment of a specific individual, as they would
115 prefer to share the responsibility; this was agreed to by the Board. It was also agreed to have
116 the initial appointments be for one-year terms, of which only a portion of the year remains, and
117 to consider establishing staggered terms/lengths at reappointment in March 2024.

118

119 **MOTION:** *Mr. Messer made a motion to appoint AnnMarie Harmon, Gib Geiger, Lois DeHeer,*
120 *Martin DeHeer, Kathy Mehuron, and a General Wait House tenant representative seat to the*
121 *General Wait House Commission for one-year terms through March 2024 when appointments*
122 *will be reconsidered with all other commission and board appointments The motion was*
123 *seconded by Mr. Shupe. All voted in favor.*

124

- 125 • General Wait House Commission initial Work Plan discussion

126 Ms. Decker-Dell’Isola indicated that this discussion might be postponed until an upcoming
127 meeting when all the members are present. Board members noted that some projects are
128 already in motion, that painting and tree work are immediate needs, and that the Commission
129 may proceed with seeking estimates for the tree work. It was agreed to have the Commission
130 begin meeting, and come back to the Board with further proposals for projects to be initiated.
131 Open Meeting and Town Procurement considerations were explained to the Commission
132 members who were present.

133

134 **6. Consider donated Fair Grounds parcel tax payment for remainder of FY24.**

135 It was noted that when this parcel was officially donated to the Town, one condition was that
136 the Town would take over tax payments for the current year. Ms. Decker-Dell’Isola explained
137 that she had consulted with Randy Brittingham, and that he agreed this would be an
138 appropriate use of either ARPA or Conservation Reserve funds. Board members agreed that
139 the Reserve funds would be most appropriate.

140

141 **MOTION:** *Mr. Shupe made a motion to pay the remaining \$9,098.46 FY24 taxes for the old*
142 *Fairgrounds parcel (#99190.000) from the Conservation Reserve Fund. The motion was*
143 *seconded by Mr. Curtis. All voted in favor.*

144

145 **7. Consent Agenda.**

146

147 **APPROVAL:** *The consent agenda was approved without objection.*

148

- 149 • Approve the Minutes of 10/23/2023
- 150 • Bills Payable and Treasurer's Warrants
- 151 • Authorize staff to submit Central Vermont Economic Development Corporation Regional
- 152 Project Priority List application
- 153 • Approve Waitsfield Elementary ARPA allocation for lighting updates and direct staff to
- 154 execute a final agreement accordingly

155

156 **8. Selectboard Roundtable.**

157 Mr. Shupe inquired about the road crew assisting with putting the village benches into winter
158 storage; other Board members offered to help with this project. Ms. Decker-Dell'Isola will
159 contact Josh Rodgers and request assistance from the road crew.

160

161 Mr. Messer noted that the Emergency Management Director and Coordinator is working with
162 Vermont Emergency Management to set up a workshop for first responders, focusing on how
163 to coordinate and improve response protocols, which were noted as needing updates during a
164 2019 hazardous materials exposure exercise. The workshop is also meant to foster better
165 cooperation between the groups involved in these types of responses.

166

167 Ms. Gonda asked if the Old Fairgrounds property had been posted. Mr. Shupe indicated that it
168 has not been posted, and also offered to take any Board member interested on a walk through
169 the property.

170

171 **9. Town Administrator's Updates.**

172 Ms. Decker-Dell'Isola raised some questions regarding the upcoming meeting schedule. Most
173 members confirmed their availability for a joint meeting with Fayston on December 12. It was
174 agreed to not hold a Selectboard meeting on November 27, and to meet on December 4 and
175 December 18 as scheduled.

176 **10. Executive Session.**

177 **MOTION:** *A motion to enter Executive Session to continue deliberations passed with Mr. Messer*
178 *abstaining. Mr. Messer had recused himself from the related hearing, and so did not participate*
179 *in the Executive Session.*

180 The meeting entered Executive Session at 7:46 pm and came back into open session at 8:54 pm.

181 **IV. Other Business**

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

183 **IV. Adjourn**

184 The meeting adjourned at 8:54 pm.

185 Respectfully submitted,

186 Carol Chamberlin, Recording Secretary

Waitsfield Water Commission

To: Waitsfield Selectboard
From: Robin Morris - Water Commission Chair
CC: Town Administrator
Town Treasurer
Date: October 30th 2023
Re: Water Operator Contract with Simon Operation Services

The Water Commission request that the Selectboard approve the “Professional Services” contract between Simon Operation Services, Inc (SOS) and Waitsfield Water Supply (Owner) for SOS to provide the Owner with the appropriate level of Vermont certified operator for this system.

Background. SOS have served as the Town’s Water Operator since the system went online in 2012. The current 2-year contract ends on 12/31/23.

SOS have agreed to a new 3-year contract commencing on 1/1/24. The contract has gone through legal review by the Town’s Attorney. Lane Simon, the SOS GM, included the Town’s Attorney’s recommendations in the final version of the contract.

The primary terms of the new contract, which have been approved by the Water Commission, are:

- Term: 1/1/2024 to 12/31/26 – 3 years.
- Monthly fixed fee \$1,900.
- Annual renewal increases of 4% in 2025 and 2026.
- Additional work is at \$85 per hour.

In accordance with the Town’s procurement policy all major purchases over \$10,000 must be approved by the Selectboard. Under Procedures Section E & F the contract allows for Professional Services to be exempt from a bid process. All costs from this contract are included in the Water System annual budget.

The Water Commission believe that SOS does an exceptional job as the Town’s Water Operator and recommend the Selectboard to approve this contract.



SIMON OPERATION SERVICES, INC.

AGREEMENT FOR PROFESSIONAL SERVICES

This is an AGREEMENT, based on information provided by the Owner and the current operating permits, for WSID 20997, is between the Town of Waitsfield (Owner) and Simon Operation Services, Inc. (SOS).

The effective date of this AGREEMENT is 1/1/2024.

In consideration of the mutual agreements herein contained and subject to the terms and conditions stated, both parties agree as follows:

SECTION I SCOPE OF SERVICES

1. CERTIFIED OPERATOR

SOS will provide the Owner with the appropriate level of Vermont certified operator(s) for this system. This operator, or operators, will meet the requirements set by the State of Vermont for the rules, regulation, and guidelines applicable to the system and be able to perform the tasks required by a certified operator under these rules, regulations, and guidelines. SOS will be designated as "Operator to Receive Correspondence" whom the Owner has placed in responsible charge of all quality, quantity, process control, and system integrity decisions involving public health, treatment, storage, distribution, and standards compliance as defined by the State of Vermont except as stated in the OWNER'S RESPONSIBILITY section.

2. SITE WORK

SOS shall visit the facility to ensure proper operations a minimum of 1 time per week. These visits may consist of routine operational and maintenance tasks including, but not limited to, maintaining the chemical feed system(s), routine reservoir and pump inspections, meter readings, data and water sample collection and inspection of the water sources. Data collected shall be recorded, which will remain on site for review by the Owner or any other entity entitled to view this information. SOS will complete and submit any required monthly operating reports to the State of Vermont in a timely manner.

Chemical residuals/data and master meter readings are not required to be recorded daily at this time due to permit requirements.

Water system operational considerations, duties, and scope of services:

- Any State of Vermont required monthly operating reports will be prepared by SOS and submitted to the state.
- Collection and delivery of samples for analysis as indicated on the current monitoring schedule are included. Any additional sampling will be subject to the rates in Section V.
- This water system does require the reading of service meters. This service is included in this contract agreement. The meters will be read on a quarterly basis.
- Potential leak validation services are included. Leak detection services are not included in this contract but are available at the hourly rates in Section V.
- Leak repairs are not included in this contract but are available at the hourly rates in Section V.
- SOS is not a provider of excavation services but can recommend contractors and coordinate this service for the Owner.

- SOS is not a provider of electrical services but can recommend contractors and coordinate this service for the Owner.
- SOS is not a provider of mechanical services but can recommend contractors and coordinate this service for the Owner.
- Chemical costs are not included in this contract. All chemicals will be invoiced separately. SOS will deliver, or arrange for delivery, any necessary chemicals to sites as needed.
- SOS will prepare a Consumer Confidence Report (CCR) if required. The water system Owner is responsible for the distribution and the certification of distribution of the CCR.
- Source Protection Plan updates are not included in this contract but are available at the rates in Section V.
- O & M manual updates because of allowable SOS directed operational changes are included. All other O & M updates, as directed from an outside entity, are not included in this contract but are available at the rates in Section V.
- Hydrant flushing and valve exercising are included at a frequency of 1 time per year or as required in the O & M manual, whichever is greater.
- Third party fire protection requirements and obligations associated with any fire protection supplied by the public water system are not included.
- Customer issues and complaint responses are included but are subject to the hourly rates in Section V when handled outside of the contracted hours or normal working hours (if applicable).
- Any service shut off expenses are additional and will be invoiced separately and are subject to the rates in Section V.
- Developing or updating routine total coliform, disinfection bi-products, Lead and Copper or any other sampling plans are subject to the rates in Section V.
- Following lead and copper sample collection, SOS will distribute the lead and copper participants' results only. Any public education or state required postings, along with their signed certifications, are the responsibility of the water system.
- All violation postings, along with their signed certifications, are the responsibility of the Owner.
- State required Level 1 (L1) and Level 2 (L2) assessments are not included, but are available and are subject to the rates in Section V.
- General grounds maintenance is not included in the price of this contract.

3. SAMPLING AND LABORATORY

SOS shall provide the Owner with the service of collecting and delivering water samples for routine analysis as required by the state and EPA as indicated in the system's current monitoring schedule at the effective date of this AGREEMENT. Sampling techniques and preservation shall conform with the latest edition of Standard Methods for the Examination of Water and Wastewater. SOS recommends Endyne Laboratory Services as its preferred testing laboratory. The Owner may select an alternative laboratory service if they choose. Additional delivery fees may apply should the Owner select a laboratory service outside of SOS's normal operating area. The cost of all water sample analysis will be the responsibility of the water system's owner. SOS will use the SOS account established at Endyne Laboratory Services for analysis. These costs will be invoiced to the Owner each period. The Owner may establish their own account with a laboratory service as an alternative and pay the laboratory directly. Any additional sampling collection, delivery and analysis that is not included as a requirement laid forth by the current monitoring schedule will be subject to the labor rates in Section V plus the cost of analysis by the laboratory.

4. CHAIN OF CUSTODY

SOS shall provide the laboratory with a chain of custody documents containing all relevant and required information pertaining to the individual samples taken. Information shall include site identification, date and time taken, sampler's name, preservation method, transportation on mode and date and time samples are released to the laboratory or courier service.

5. COMMUNICATIONS AND RECORDS

SOS shall act as the Owner's liaison between regulatory agencies, engineering firms, and other parties regarding the water or wastewater system. All relevant correspondence related to the system shall be forwarded by SOS to the Owner. The Owner shall forward to SOS all relevant correspondence, from any entity, that may affect water system operations. It is the Owner's responsibility to have an adequate record keeping system that follows all regulations, statutes, and regulatory bodies. SOS shall record all necessary data collected for operation of the system and those records shall remain onsite or be provided to the Owner based on the Owner's record keeping requirements. These records and their preservation are the responsibility of the system's Owner. SOS is not responsible for the maintenance or preservation of the systems' reports, lab results, emails, or records of any kind and all these records are the property of the system's Owner. SOS's relationship with the Owner is that of an independent contractor, and nothing in this Agreement is intended to create a partnership, agency, joint venture, or an employment relationship. SOS is not authorized to make any representation, contract, or commitment on behalf of the Owner unless specifically requested or authorized in writing to do so by the Owner.

6. REPORTING

SOS shall submit the monthly operating reports to the Drinking Water and Groundwater Protection Division on behalf of the Owner and provide access to copies for the Owner, upon request, for their records.

7. FACILITY IMPROVEMENTS

SOS shall make recommendations to the Owner on improvements that could refine the facility's operation. Prior authorization by a designated Owner representative will be needed before SOS undertakes any additional work. SOS shall assist the Owner in obtaining information needed to make decisions pertaining to any facility improvement. Improvements to the facility are considered outside the scope of services and an additional service fee shall be paid to SOS for any improvements made by SOS.

Standard of Care

While performing services under this agreement or any Services Statement, SOS shall exercise that degree of care and skill ordinarily exercised under similar circumstances by consulting professionals performing this kind of service. In performing the services outlined under this AGREEMENT, SOS accepts a relationship of trust with the Owner and shall perform such services in a competent manner consistent with SOS's status as an experienced and qualified professional organization upon whose expertise the Owner may and shall rely.

Indemnification/Hold Harmless

SOS shall indemnify and hold harmless the Town, and its agency, employees and officials, from any and all claims demands, damages, expenses, losses, fines, penalties or liabilities whatsoever, including loss of use, arising from, resulting in any manner directly or indirectly from, or connected with or in the course of performing the consulting services under this Agreement, or from the negligent or intentional acts or omissions of SOS or its subcontractors in connection therewith. The Town agrees to indemnify SOS against all loss (other than consequential loss) to the extent that such loss is caused by the Town's negligent or willful acts or omissions in connection with the performance of its responsibilities under this Agreement.

Consequential Damages

Neither party shall be liable to the other regardless of fault or negligence, for any special, consequential, or incidental damages of any kind whatsoever arising out of or related to a breach of this Agreement, and each party waives all rights to make claim for any such damages.

SOS shall not be liable for any part of the facility in total or in part, which is rendered defective, due to causes beyond its control including Acts of God, vandalism, civil disturbance, design, age of materials, construction practices, existing building or OSHA regulatory code violations, unknown local conditions, or misuse by persons other than SOS personnel or agents; nor will SOS be liable for any property damages or personal injury to the extent resulting from causes beyond its control.

SECTION II COMPENSATION

The service fee charged by SOS under this Section and the payment of said charges by the Owner shall constitute full compensation for all expenses incurred by SOS in connection with the services rendered, including FICA, income taxes, state and Federal unemployment costs, employee benefits, insurances, mileages, office expenses and the general cost of doing business.

SECTION III TIME AND METHOD OF PAYMENT

SOS shall provide a monthly invoice for operations. Each invoice shall be for the sum of \$1900.00 (one thousand nine hundred) for routine operations. Any additional services not included in this contract are subject to the rates in Section V.

The Owner shall promptly review and make payment to SOS within 30 (thirty) days of the date of the invoice. If the Owner does not remit payment within the time, the amount due shall include a charge of 1 1/2% per month, computed from the thirtieth day.

If the state requires additional sampling beyond the monitoring schedule, at the effective date of this AGREEMENT, collection and delivery will be subject to the rates in Section V.

SECTION IV PERIOD OF SERVICE

SOS shall begin work under this AGREEMENT beginning 1/1/2024. This AGREEMENT shall remain in effect for 3 years and will terminate on 12/31/2026. The agreement will automatically renew for successive one (1) year terms unless either party gives the other party notice of its intent not to renew at least sixty (60) days prior to the end of the then current term. On January 1st of each year during the term of the contract, and beyond, should the contract expire, and service is continued, the compensation paid to SOS will increase by 4%.

SECTION V ADDITIONAL WORK / EMERGENCY CALL BACK

If, during the term of this AGREEMENT, the scope, character, or duration of the work is changed substantially due to circumstances beyond the control of SOS, and if such changes thereby increase the work to be performed by SOS, the parties shall negotiate an additional fee to be paid to SOS.

Additional work, outside the scope of services described above, that is required or requested by the Owner shall be compensated at the rate of \$85/man hour during normal working hours (M-F 8a.m to 5p.m). A rate of \$127.50 will be charged at all other times including weekends, holidays, and emergency calls outside of normal working hours. If the above additional work results in the dispatch of SOS personnel to perform such work, this additional work shall be billed for a minimum of two hours, or the actual time required to perform the work, whichever is greater. Any additional work performed while on site shall be billed at the actual time required to perform the additional work. Purchases or coordination of services made by SOS for the Owner shall bear a 15% service charge. For any of the above purchases or services, an invoice will be issued upon completion of the work. This invoice will detail the additional purchases and work performed. SOS shall be on call 24 hours a day through pagers, cell phones and any existing alarm notification systems to respond to water emergencies. A fee of \$125.00 will be charged for consulting and supervision of any new water service connection.

SECTION VI OWNER'S RESPONSIBILITY

The Owner shall obtain all necessary local, state, and Federal permits and approvals for operating the facility.

The Owner shall be responsible for all costs necessary to properly operate and maintain the water system, including all laboratory fees.

The Owner shall be responsible for all sample delivery (outside Vermont) and associated laboratory costs. This does not apply to satellite branches of Vermont based laboratories such as Endyne.

The Owner shall designate an Administrative Contact (AC) person as required by the state on the official contact form. The AC may designate an alternative system representative to act as the Owner's representative with respect to the services to be rendered under this AGREEMENT. This AC, or designated representative, shall have authority to transmit instructions, receive information, interpret, and define the Owner's policies and decisions with respect to materials, equipment, and all other items pertinent to SOS's services.

The Owner shall forward to SOS all pertinent correspondence regarding operations of the water system.

The Owner is responsible for all existing site related safety issues. SOS will assess the areas where SOS employees are working and provide all necessary requirements to its employees only. SOS is not responsible for contractors employed directly by the Owner.

SECTION VII SUCCESSORS AND ASSIGNS

The Owner and SOS each binds itself, its partners, successors, executors, administrators, and assigns, to the other party of the AGREEMENT, and other partners, successors, executors, administrators, and assigns, for such other party to all covenants of this AGREEMENT. Except as above, neither the Owner nor SOS shall assign, sublet, nor transfer its interest in this AGREEMENT without the written consent of the other party. Nothing in this paragraph shall prevent SOS from employing such independent consultants, associates, and subcontractors, as it may deem appropriate to assist in the performance of the services of this AGREEMENT.

SECTION VIII INSURANCE

SOS shall procure and maintain in effect comprehensive general liability insurance to cover bodily injury (including death) or property damages resulting from its negligent performance of the services included in this Agreement, as well as comprehensive automobile liability insurance.

Workers Compensation - SOS shall provide workers' compensation insurance to the limits required by state law for all employees providing services under this AGREEMENT.

General/Automobile Liability - SOS shall provide comprehensive general liability insurance to cover bodily injury or property damages resulting from negligent performance of the services included in this AGREEMENT. The limits of liability shall be an aggregate of \$2,000,000 per occurrence for bodily injury (including death) personal injury, and property damages. In addition, SOS shall procure and maintain comprehensive automobile liability insurance (bodily injury and property damage) with respect to SOS' employees and vehicles assigned to the prosecution of the work under this Agreement.

The Owner shall be named as an additional insured and SOS shall not cancel or reduce the coverage provided by any policy described in this section, except upon thirty (30) days prior written notice to the Owner. SOS will provide a certificate of insurance upon commencement of this Agreement.

Owner Insurance - During the term of this Agreement, the Owner shall maintain at its sole cost and expense, insurance policies covering Public Liability Insurance, including Bodily Injury (including death) and Property Damage. The Owner shall maintain comprehensive general liability insurance to cover bodily injury (including death) or property damage resulting from the operation of the water system.

Waiver of Recovery of Insured Losses - The parties agree to waive their respective rights of recovery against one another for losses covered by their respective insurance policies, notwithstanding the negligence or fault of their respective employees, agents, or invitees.

SECTION IX TERMINATION

Either party may terminate this AGREEMENT for any reason upon not less than sixty calendar days' written notice (delivered by email or certified mail, return receipt requested) to the other party. In the event of a termination due

to the other party's failure to substantially fulfill its obligations under this Agreement, an opportunity for consultation shall be provided by the terminating party to the non-terminating party before the termination is effective.

Upon such termination, the Owner shall pay SOS for all work completed prior to the effective date of the termination.

Upon payment by the Owner as provided above, SOS shall turn over to the Owner all completed work in whatever form it exists and said work shall then become the responsibility and property of the Owner.

Town of Waitsfield, Duly Authorized Agent: _____
Signature Date

Simon Operation Services: _____
Signature Date