

Wilmington Selectboard Agenda
October 6, 2026

1. Visitors, Public Comments, Possible Changes to the Agenda
 - Update Jessica Greene's names under Recreation appointment
 - Under action items, OSEC letter of support for the Northern Border Catalyst Program
2. Approve minutes of September 15 and 29, 2026 (2 minutes)
3. Action Items (10 minutes)
 - *The Selectboard to possibly approve the winter salt bid from Eastern Salt at \$103.62/ton.*
 - *The Selectboard to possibly appoint an official designee to cast the PACIF mail-in ballot.*
 - *The Selectboard to possibly appoint Jessica Greene to the Recreation Commission for a 4-year term expiring in 2030.*
 - *The Selectboard to appoint a tax sale representative*
 - *The Selectboard to possibly approve a letter of support to OSEC for the Northern Border Regional Commission Catalyst Program*
4. 1% Local Option Tax (20 minutes)
 - *The Selectboard to possibly approve a request from Wilmington Works in the amount of \$50,000 for a Marketing and Technical Assistance Grant Program*
 - *The Selectboard to possibly approve a request from the Living History Association in the amount of \$2655 for the Timeline event that took place on October 2-4, 2026*
5. Water/Sewer Commission (20 minutes)
 - *The Water/Sewer Commission to possibly approve Aldrich & Elliott for consulting with Bridge #31.*
6. Other Business/Correspondence
 - *NIMS training October 22 from noon-4 pm*
7. Select Board Members Comments
8. Town Manager's Updates (5 minutes)

Wilmington Selectboard Meeting Minutes
September 15, 2026

Present: Tom Fitzgerald, Vince Rice, Tony Tribuno, Charlie Foster **Absent:** John Lebron

Others Present: Scott Tucker, Marshall Dix, Jim Dassatti, Jason Dubac, Therese Lounsbury

Meeting called to order at 6:00 pm

1. Visitors, Public Comments, Possible Changes to the Agenda
 - Living History Association after the fact requests for 1% funding
2. Approve minutes of August 18 and September 8, 2026
 - Tribuno moved to approve the minutes of August 18, 2026, Foster second; all in favor
 - Tribuno moved to approve the minutes of September 8, 2026, Rice second; 3-0, Foster abstained
3. Action Items
 - Tribuno moved to authorize the Town Manager to accept a bid and execute an agreement for the ADA ramp at Memorial Hall, Rice second; all in favor.
 - Foster moved to approve the private road named Mirror Lake Crossing off of Gatehouse Trail, Rice second; all in favor.
 - Rice moved to approve the sand bid from Zaluzny in the amount of \$26.50/cy, Foster second; all in favor.
4. 1% Local Option Tax
 - Rice moved to approve a request from the Living History Association for three events that occurred earlier this year; \$205.44 for banners, \$1157.68 for July 4th event and \$4000 for the Holocaust Remembrance event, Tribuno second; all in favor.

Entered Liquor Commission at 6:13 pm

5. Liquor Commission
 - Tribuno moved to approve a Second-Class renewal for Stewarts Shops, Rice second; all in favor.
 - Tribuno moved to approve a Request to Cater for WI Foster for an event at Brookbound on 10/3/26 from 3:30-10:30 pm, Rice second; 3-0, Foster abstained.

Out of Liquor Commission at 6:15 pm

6. Other Business/Correspondence
7. Select Board Members Comments
 - Foster attended the Deerfield River Wild & Scenic Advisory Committee. There were 10 other people in attendance. There was discussion on what makes it scenic, and funding opportunities. The designation goes to Congress. This is happening in Massachusetts and Vermont.
8. Town Manager's Updates
 - Quick review of FY-26 budget, end of year.
 - Buzzy Towne Park reclamation of green space, including adjoining lands.
 - Police Dept. hiring a part-time candidate to fill gaps, grants, fill the bench.

- Bridge #31, GMP utility work may require use of Hwy #59.
- E Main St sidewalk/sewer project may conclude September 23rd.
- N Main St sidewalk project, Dufresne Engineering, may be ready for bid this year.
- GMP concluded their work in the downtown, August 18-26
- Memorial Hall floodproofing grant received \$\$ increase from FEMA.
- Lake Raponda Dam Project in discussion with state and town engineer, working on final plan and contract.
- Wastewater Treatment Plant, 59 Fairview Av to host Water Quality Open House & Tour, Wednesday, September 23, 2026, from 10 AM to 1 PM.
- Wilmington Works & So. VT Deerfield Chamber of Commerce events during Blueberry Block Party, Splash, and Fairy Stoll.
- Legal Corner: 211 VT RT 9 E Notice of Violation, awaiting state permitting; 220 Lake Raponda Notice of Violation, DRB Permit after-the-fact denied, E-Court appeal in progress; 21 Aldrich Road, BCA E-Court appeal, awaiting court decision; 3-5 E Main St., DRB E-Court appeal on request for demolition, appellant's motion for non-attorney representation denied, extension to September 29 granted based on inability to secure an attorney; Wilson, Supreme Court appeal from Vermont Property Valuation & Review decision (fair market value, and equalized value, use of state CLA), appeal denied.

9. Executive Session

- Fitzgerald moved to find that premature general public knowledge of the real estate discussion would place the town at a substantial disadvantage, Tribuno second; all in favor.
- Fitzgerald moved to enter executive session at 6:35 pm, to include the town manager, for the purpose of discussing real estate matters, Tribuno second; all in favor.

Out of executive session at 7:24 pm

Meeting adjourned at 7:24 pm

Respectfully submitted,
Jessica Archambault

Approved by the Wilmington Selectboard:

Thomas Fitzgerald, Chair

Vince Rice, Vice Chair

Tony Tribuno, Clerk

Charlie Foster

John Lebron

Wilmington Selectboard Meeting Minutes
September 29, 2026

Present: Tom Fitzgerald, Vince Rice, Tony Tribuno, Charlie Foster

Others Present: Scott Tucker, Jessica Archambault, John Lazelle, Glenn Martin

Meeting called to order at 9:29 am

1. Visitors, public comments, changes to agenda
 - a. Add an executive session for attorney-client communications

Fitzgerald moved to enter Water/Sewer Commission at 9:30 am

2. Water/Sewer Commission
 - a. The Castle Hill bridge has a 60 feet of water line that needs to be replaced. There is one valve that has a small leak still that needs to be replaced. Daniels' quote does not include the valve. Rice moved to approve a quote from Daniels Inc in the amount of \$115,000 for replacing water pipes on Castle Hill bridge, Tribuno second; all in favor.

Out of Water/Sewer Commission at 9:33 am

Fitzgerald moved to enter Liquor Commission at 9:33 am, Rice second; all in favor.

3. Liquor Commission
 - a. Fitzgerald moved to approve a First-, Second- and Third- Class renewal for Valley Craft Ales, Rice second; all in favor.
 - b. Tribuno moved to approve a Request to Cater for WI Foster for an event at Adams Farm on 10/10/26 from 5-10 pm, Rice second; 3-0, Foster abstained.

Out of Liquor Commission at 9:35 am

4. Other Business
5. Executive Session
 - a. Fitzgerald moved to find that premature general public knowledge of attorney-client communication would place the town at a substantial disadvantage, Rice second; all in favor.
 - b. Fitzgerald moved to enter executive session at 9:36 am, to include the town manager and town attorney, for attorney-client communications, Rice second; all in favor.

Out of executive session at 10:02 am

Meeting adjourned at 10:03 am

Respectfully submitted,
Jessica Archambault

Approved by the Wilmington Selectboard:

Thomas Fitzgerald, Chair

Vince Rice, Vice Chair

Tony Tribuno, Clerk

Charlie Foster

John Lebron

OFFICE

134 Middle Street, Suite 210
Lowell, MA 01852
Phone: 978 • 251 • 8553
Fax: 978 • 251 • 8244



PLANT

99 Marginal Street
Chelsea, MA 02150
Phone: 617 • 884 • 5201
800 • 799 • 7258

Eastern Salt Company

September 14, 2026

Town of Wilmington
21 Haystack Road
Wilmington, VT 05363

Eastern Salt Company is pleased to offer the following quote for your consideration.

Bulk Road Salt delivered from our indoor storage facility in Coeyman's, NY to your location in Wilmington, VT: \$103.62/Ton

To place an order for delivery, please call our dispatch office at 617-889-9520. Payment terms are Net 30 days from invoice date and billing questions should be directed to Karen Girard at (978) 251-8553 or kgirard@easternsalt.com.

Prices quoted will remain firm until April 30, 2027, if accepted and acknowledged within 30 days of this letter. We ask that you provide an estimate of the tonnage you may need to help us plan our inventory accordingly. If agreeable, please sign and return a copy of this form via mail, fax 978-251-8244, or email info@easternsalt.com.

Kind regards,

Jason Archambault
Sales Manager

Estimated Tonnage: _____

Signature: _____ Date: _____

Printed Name: _____

Email: _____

Minimum Quantity is Approximately 32 tons per Truckload

From: Jessica Greene <jessgh77@gmail.com>
Sent: Thursday, September 24, 2026 8:52 PM
To: Scott Tucker <stucker@wilmingtonvt.us>
Subject: RE: Recreation commission interest

You don't often get email from jessgh77@gmail.com. [Learn why this is important](#)

Dear Scott,

I am writing to express my interest in joining the Recreation Committee. As a longtime resident and active community member, I have a deep appreciation for our local parks, trails, and community events, and I am eager to help shape and support recreational opportunities for residents of all ages. My background in education will help to connect and advertise rec programs for the town. I also grew up in this town and can use that to add to suggestions for activities.

I have been wanting to get more involved in our community and I feel the Recreation Committee would be a good place to start. I joined in the last rec committee just to see what it was all about and feel I would work well with the others members. Thank you for your time and consideration and I look forward to hearing from you.

Sincerely,

Jessica Greene

Requests For Funding Through the 1% Local Option Tax Fund

Name of Person/Organization/Business/Committee

Samantha Kondracki Wilmington Works

Date of Request

9/18/2026

Contact person, phone numbers, mailing and email address

Samantha Kondracki

802-234-1433

PO Box 1577 Wilmington, VT

wilmingtonworks@gmail.com

Amount of Request and Date Funding Needed

\$50,000

December 1st, 2026

Describe in detail the purpose and specific use of the funding

Wilmington Works would like to offer a Marketing & Technical Assistance Grant to Wilmington businesses. With this program the grant funding would come from one percent local option tax to help offset the costs of advancing their business forward.

Please provide a financial breakdown of your project/request.

Wilmington Works is requesting \$50,000 from the one percent local option tax for this initiative. Wilmington Works will administer the program, with review and final approval provided by a selection committee consisting of one Selectboard member, Wilmington Economic Development Specialist, and Wilmington Works Executive Director. Applicants can receive up to \$4,000 in grant funds and are required to provide at least 25% matching funds.

Briefly describe the need for the funding and any other information that can support the application.

Wilmington business could greatly benefit from a Marketing & Technical Assistance Grant. After a long summer of construction that has created challenges for local businesses, we are looking ahead to the next several years and the continued changes happening in our community. This funding would provide valuable support and positioning our businesses for continued success and growth.

Signature of Applicant



Date

9/18/2026

WILMINGTON

Request For Funding Through the 1% Local Option Tax Fund

The need for funding is paramount to this project's success.

Name of Person/Organization/Business/Committee: The name of the responsible not for profit, federally registered #03-0267178, 501 (c) (3) organization is as follows: Living History Association, Inc.

Date of Request: September 2026

Project Name: International Time Line Event, "A Walk Through History Event 2026"

Contact person, phone numbers, mailing and email address: lead contact; James Dassatti

James A. Dassatti
Executive Director
Living History Association, Inc.
P.O. Box 1389
Wilmington, VT 05363
802-423-7740

The Living History Association maintains an office and shipping address at; 74 Canal Drive, Readsboro, VT 05350, a Museum Gallery & Education Facility, Harris House Museum, 103 Route 100, West Dover, VT 05356 AND a museum store facility at "The History Store" 30 West Main Street, Wilmington, Vermont 05363, (802) 464-7819.

Amount of Request and Date Funding Needed

October 2,3,4, 2026: Event will be over with by 2:00 pm Sunday October 4th, but bill payments will not be due until the end of the month.

THE AMOUNT OF FUNDS REQUESTED ARE:

\$ 405.00 Advertising,
\$ 700.00 overhead fee (phone, electric, copy expense, travel to collect signs, store front rent),
\$1,000.00 future event development, (Do whatever to enlarge the 2027 event.)
\$ 50.00 potable water, drinking water
\$ 100.00 wood for cook fires
\$ 400.00 porta-johns (2)
\$2,655.00 TOTAL.

Describe in detail the purpose and specific use of the funding: The funds allocated would be used to support a two-day public event over the weekend, **October 2,3,4, 2026** plus future event development. We are ready to grow this event:


Signature of Applicant

Date: September 15, 2026

Printed name James Dassatti

Town of

Wilmington

(802) 464-8591 (Voice)

(802) 464-8477 (FAX)

www.wilmingtonvermont.us

October 6, 2026

Northern Border Regional Commission
James Cleveland Federal Building, Suite 1201
53 Pleasant Street
Concord, NH 03301

Dear Northern Border Regional Commission:

On behalf of the Town of Wilmington, the Wilmington Select Board is pleased to express its support for the Old School Enrichment Council's application to the Northern Border Regional Commission Catalyst Program for improvements to the Old School Community Center in Wilmington, Vermont.

The Old School Community Center is an important community and economic asset for Wilmington and the surrounding Deerfield Valley. The facility provides space for local businesses and nonprofit organizations, as well as childcare, youth and senior programming, recreation, community activities, and other services. Its benefits extend beyond Wilmington to residents, families, businesses, and organizations throughout the surrounding rural communities.

The proposed project will make important improvements to the original section of the historic building, including replacement of deteriorated siding and windows, reconstruction of two primary entrances, and improvements to heavily used community space. These investments will address identified building needs while improving the facility's safety, accessibility, energy efficiency, resilience, and long-term usefulness. The project will help preserve a facility that supports local businesses and employment while providing services that are important to working families and the broader community.

The Town also recognizes the importance of investing in existing community infrastructure in Wilmington's downtown. Maintaining the Old School as a viable and active facility contributes to the vitality of our community and helps ensure that important services, community activities, and economic opportunities remain locally accessible in our rural region.

The Select Board has demonstrated its commitment to the Old School through prior support from the Town's 1% local option tax fund and continues to recognize the facility's important role in our community. The Board also believes the Old School Enrichment Council is well positioned to carry this project forward. Its experience operating the facility and its longstanding ties to the community give the Board confidence that the project will be responsibly managed and completed in a manner that benefits the community.

The Town of Wilmington respectfully urges the Commission to give this application favorable consideration. Thank you for your consideration and for your continued support of rural communities throughout our region.

Town of

Wilmington

(802) 464-8591 (Voice)

(802) 464-8477 (FAX)

www.wilmingtonvermont.us

Wilmington Select Board

Thomas Fitzgerald, Chair

Vince Rice, Vice Chair

Tony Tribuno, Clerk

Charlie Foster

John Lebron

October 3, 2026

John Lazelle, Public Utility Superintendent
Town of Wilmington
2 East Main Street, PO Box 217
Wilmington, VT 05363

Re: Agreement
Town of Wilmington, Vermont
Bridge 31 and Castle Hill Waterline Hydraulic Analysis
A+E Project 26042

Dear John:

This Agreement is written pursuant to the Town of Wilmington's (OWNER) request for Aldrich + Elliott, PC (ENGINEER) to provide professional engineering consultant services as outlined below.

SCOPE OF SERVICES

Professional engineering consultant services are to be performed by the ENGINEER as detailed in Attachment No. 1 of this Agreement. The OWNER may, from time to time, request changes in the scope of services to be performed under this Agreement. Any changes in scope, including an increase or decrease in the amount of the ENGINEER's compensation, shall be mutually agreed upon by and between the OWNER and the ENGINEER and shall be incorporated into this Agreement by a written Amendment signed by both parties.

BASIS OF COMPENSATION

For services performed under this Agreement, the OWNER agrees to compensate the ENGINEER as follows:

I. Hydraulic Analysis \$ 8,000.00 Not-to-Exceed (NTE)

Total of all services included in this agreement: \$ 8,000.00

Billing for each work item shall be on a monthly basis as follows:

Lump Sum Fee: Compensates the ENGINEER for all costs incurred in the performance of this Agreement, including all labor, subconsultants and other expenses listed in Attachment No. 2 and shall be billed throughout the project based on a percent complete of the work.

Not-to-Exceed: An Hourly Fee based on actual expenses incurred in the performance of this Agreement, to include a labor expense equal to the actual salaries of personnel, overhead expense of 1.70 times the labor expense, profit equal to 16% of labor and overhead expenses, plus subconsultant and other expenses listed in Attachment No. 2.



It is understood that the ENGINEER's labor rates are adjusted annually, on or about the first day of each calendar year and that the services provided under this Agreement shall use the current rates at the time that the work is performed.

TERMS AND CONDITIONS

Refer to Attachment No. 3 for the Terms and Conditions that govern this Agreement.

EXECUTED AGREEMENT

This Agreement shall be considered binding when duly authorized agents of the ENGINEER and the OWNER sign the document and one (1) executed copy is returned to the office of the ENGINEER. If this Agreement is not executed within sixty (60) days of the date on the Agreement, it may be subject to re-negotiation or withdrawal by the ENGINEER.

OFFER OF PROFESSIONAL ENGINEERING SERVICES

The ENGINEER, as an independent agent, offers to provide the professional engineering services described in this Agreement, for the compensation specified.

Aldrich + Elliott, PC

A handwritten signature in blue ink, appearing to read 'J. Booth', is written over a faint circular stamp.

Jason R. Booth, PE
President

OWNER ACCEPTANCE

The OWNER acknowledges this to be a binding Agreement and agrees to the conditions as stated. The ENGINEER is hereby directed to proceed with the scope of services.

The OWNER acknowledges that it has the financial resources and intends to pay for services rendered in accordance with the conditions as stated herein and acknowledges that if invoices are not paid in full within sixty (60) days of date of invoice, that the ENGINEER may stop work, without consequence or liability of any kind, until the invoices are paid, as set forth in Terms and Conditions.

The OWNER warrants that the signature below is that of its duly authorized agent who possesses the full legal authority to execute this Agreement on behalf of the OWNER.

The OWNER acknowledges that this Agreement is comprised of, and incorporates by reference, Attachment Nos. 1 through 3.

Town of Wilmington, Vermont

Duly Authorized Agent

Date of Execution

Witness to Signature

Executed in Duplicate
Project 26042

ATTACHMENT NO. 1

SCOPE OF WORK

The ENGINEER will provide the following professional engineering consultant services under the scope of this Agreement:

INTRODUCTION

The Town of Wilmington has requested the services of Aldrich + Elliott, PC to assist with a waterline replacement on Bridge 31 in conjunction with the bridge replacement as part of a VTrans bridge replacement project. VTrans plans to install a temporary pedestrian bridge while Bridge 31 is being replaced as part of the accelerated bridge program. During the bridge replacement an existing 12" waterline will also be replaced. The Town has two potential options for the temporary waterline:

1. Install a temporary waterline on the pedestrian bridge while the new bridge is being constructed. Install a new waterline on the new bridge.
2. Utilize an existing loop on Castle Hill Road to provide continued service to both sides of Bridge 31 while the bridge is being replaced. Approximately 550 linear feet of waterline on Castle Hill is 4" and it is unclear if this waterline can provide adequate service around the loop during the bridge replacement. The Town is prepared to upgrade the 550 linear feet of waterline if necessary.

Aldrich + Elliott is proposing to provide the following scope of services:

1. Hydraulic Analysis: Complete a hydraulic analysis of the localized water system to evaluate the ability to provide both domestic and fire flow through Castle Hill Road during the bridge outage. This evaluation will include the evaluation of both the existing 4" waterline and an upgraded 8" waterline. Depending on the results of the evaluation, the use of a temporary waterline on the pedestrian bridge or the upgrade and use of the waterline on Castle Hill Road during the bridge replacement will be recommended.

SCOPE OF SERVICES

Hydraulic Analysis

A hydraulic analysis will be completed to determine the feasibility of utilizing the Castle Hill Road as a loop during the construction of Bridge 31. A localized model will be prepared and evaluated using WaterCAD. The Town will provide water meter data and water usage to aid in developing the modeling. One day of hydrant flow testing will be conducted with assistance from the Town of Wilmington and the information utilized to calibrate the water model. A summary of results of the water model will be provided to the Town of Wilmington for review and a determination made regarding the utilization of Castle Hill Road as a looping alternative.

Additional Services

In addition to the foregoing being performed, the following services shall be provided only when mutually agreed upon in writing by and between the OWNER and ENGINEER's compensation and time duration of the AGREEMENT. Additional services will commence when incorporated into this scope of services by written Amendment signed by both parties. Examples of Additional Services are:

- Archeological Resource Assessment and Investigations
- Permitting
- Environmental report
- Bond vote assistance
- Topographical or boundary survey
- Subsurface investigations
- Easement assistance
- Waterline design on Bridge 31 or Castle Hill Road
- Bridge design including any geotechnical, structural, site or other design or analysis related to the replacement of Bridge 31, it's components, features, approaches or any other element.
- Bid and Construction phase services including any testing or observation
- Redesigns ordered by the OWNER or Regulatory Agencies after final design plans have been reviewed and accepted.
- Assistance to the OWNER on matters of land acquisition, litigation or arbitration in regard to the project.

End of Attachment No. 1

ATTACHMENT NO. 2

EXPENSE SHEET

The expense items listed below will be billed as follows:

Subconsultant & Vendor Expenses:

- Subconsultants @ cost
- Outside Vendors @ cost

Travel Related Expenses:

- Auto Travel (to include gas and other service charges @ current GSA rate/mile
- Other Travel (to include air fares, rentals, tolls, etc.) @ cost
- Meals & Lodging @ cost

Reproduction Expenses (provided in-house):

- Reproductions (provided in-house)
 - 8-1/2 x 11 one sided copy @ \$0.08/each
 - 8-1/2 x 11 two sided copy @ \$0.12/each
 - 24 x 36 copy @ \$2.00/each
 - 36 x 48 copy @ \$3.00/each
 - mylar or velum plots @ \$8.00/each

Administrative Expenses:

- Postage @ cost
- Shipping @ cost
- Other administrative Expenses @ cost

End of Attachment No. 2

ATTACHMENT NO. 3

TERMS AND CONDITIONS

1. **Extent of Agreement:** This Agreement compromises the final and complete agreement between the OWNER and the ENGINEER. 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 OWNER and the ENGINEER.
2. **Standard of Care:** The standard of care for all services provided by the ENGINEER under this Agreement will be the care and skill ordinarily provided by professional engineers under similar circumstances at the same time, in the same locality, under similar conditions.
3. **Billings/Payments:** Invoices will be submitted to the OWNER monthly for services and expenses, in the ENGINEER's standard format and are due upon receipt, unless other mutually satisfactory written arrangements have been made between the OWNER and the ENGINEER. In the event any portion of an invoice remains unpaid sixty (60) days after the invoice date, the invoice shall be considered past due and the OWNER shall pay a finance charge in the amount of 1.5% per month on unpaid balances, as well as the ENGINEER's collection costs, including reasonable attorney's fees. In the event of a past due invoice, the ENGINEER may suspend the performance of services upon written notice, without liability whatsoever to the OWNER. In the event any portion of an invoice remains unpaid ninety (90) days after the invoice date, the ENGINEER may terminate the Agreement, without further notice and without liability whatsoever to the OWNER. Payment of invoices is in no case subject to unilateral discounting or set-offs by the OWNER and payment is due regardless of suspension or termination of the Agreement by either party.
4. **Termination:** This Agreement may be terminated upon ten (10) calendar day written notice by either party. In the event of termination, the OWNER shall pay the ENGINEER for all services rendered to the date of termination, all reimbursable expenses and reasonable termination expenses.
5. **Additional Services:** Services not explicitly detailed in this Agreement will be considered additional and subject to additional compensation and schedule adjustment. Additional services will not be provided, nor additional compensation invoiced, without the OWNER's prior authorization to proceed.
6. **Subconsultants:** The ENGINEER may use the services of subconsultants when, in the ENGINEER's sole opinion, it is appropriate and customary to do so.
7. **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.
8. **Timeliness:** The ENGINEER will perform its services with due and reasonable diligence and expediency consistent with sound professional practices. However, the ENGINEER and OWNER are aware that many factors outside the ENGINEER's control may affect the ENGINEER's ability to complete the services to be performed under this Agreement. The ENGINEER is not responsible for delays caused by factors beyond the ENGINEER's reasonable control and consequently, the OWNER agrees that the ENGINEER is not responsible for damages, nor shall the ENGINEER be deemed to be in default of this Agreement for such a delay. When such a delay occurs, the ENGINEER's schedule and fees shall be equitably adjusted in accordance with the Additional Services provision of this Agreement.
9. **Code Compliance:** The ENGINEER shall put forth reasonable professional efforts to comply with applicable laws, codes and regulations in effect as of the date of this Agreement. Design changes made necessary by laws, codes and regulations newly enacted after this date shall entitle the ENGINEER to an adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.
10. **Information Provided by Others:** The OWNER shall furnish (at the OWNER's expense) all information, requirements, reports, data, surveys and instructions required by this Agreement. The ENGINEER may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.
11. **Governing Law:** The OWNER and the ENGINEER agree that all claims and disputes arising out of or in any way connected to this Agreement, its validity, interpretation, performance and remedies for breach of contract, shall be governed by the laws of the State of Vermont.

12. **Indemnifications:** The ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, OWNER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the ENGINEER's negligent acts or omissions under this Agreement. The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees and subconsultants (collectively, ENGINEER) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the OWNER's negligent acts or omission in connection with the Project, including the acts of its contractors, subcontractors, consultants or others for whom the OWNER is legally liable. Neither the OWNER nor the ENGINEER shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.
13. **Attorney's Fees:** In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, reasonable attorney's fees and other related expenses. In the event of a non-adjudicated settlement of litigation between the parties or the resolution of a dispute by arbitration, the term "prevailing party" shall be determined by that process.
14. **Hold Harmless:** ENGINEER's commitments as set forth in this Agreement are based on the expectation that all of the services described in the Agreement will be provided. In the event OWNER later elects to reduce ENGINEER's scope of services, OWNER hereby agrees to release and hold harmless, defend and indemnify ENGINEER from any and all claims, damages, losses or costs associated with or arising out of such reduction in services. Further, ENGINEER has based services on the assumption that ENGINEER will be involved in construction administration (in the event that the services provided are eventually constructed). In the event that OWNER elects not to involve ENGINEER in construction administration, OWNER hereby agrees to release and hold harmless, defend and indemnify ENGINEER from any and all claims, damages, losses or costs associated with or arising during construction that ENGINEER could have reasonably discovered and addressed if they were involved.
15. **Consequential Damages:** Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of the fault or whether it was committed by the OWNER or ENGINEER, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.
16. **Risk Allocation:** To the maximum extent permitted by law, the ENGINEER's total liability to the OWNER for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement, from any cause or causes, shall not exceed the total amount of the ENGINEER's fees or \$100,000.00, whichever is greater. Such causes include, but are not limited to the ENGINEER's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.
17. **Dispute Resolution:** Any claim or dispute between the OWNER and the ENGINEER shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s).
18. **Ownership of Documents:** All documents produced by the ENGINEER under this Agreement, both written and electronic, shall remain the property of the ENGINEER, including all copyrights.
19. **Unauthorized Changes:** In the event that the OWNER consents to, allows, authorizes or approves of changes to any plans, specifications, reports or other documents provided under this Agreement, without prior written approval by the ENGINEER, such unauthorized changes shall be at the OWNER's sole risk and without liability to the ENGINEER. The OWNER agrees to release the ENGINEER from any liability and indemnify and hold harmless the ENGINEER from any claims arising from the use or result of such changes.
20. **Reuse of Documents:** All documents produced under this Agreement, both written and electronic shall be used solely for purposes directly related to the project under which they were performed. Such documents are not intended or represented to be suitable for reuse by the OWNER or others on an extension of the project or on any other project. Any such reuse without written verification or adaptation by the ENGINEER will be at the OWNER's sole risk and without liability to the ENGINEER. The OWNER agrees to indemnify and hold harmless the ENGINEER, against all damages, liabilities or costs, arising from any such reuse of documents.
21. **Electronic Files:** The OWNER acknowledges that differences may exist between electronic files and the printed hard-copy documents delivered by the ENGINEER. In the event of such a conflict, the hard-copy documents shall govern. Under no circumstances shall delivery of electronic files for use by the OWNER be deemed a sale by the ENGINEER and the ENGINEER makes no warranties, either expressed or implied, or merchantability and fitness for any particular purpose. In no event shall the ENGINEER be liable for indirect or consequential damages as a result of the OWNER's use or reuse of the electronic files and the OWNER will indemnify and hold harmless the ENGINEER from all claims arising from use or reuse of the electronic files.
22. **Access to Site:** The OWNER shall provide for the ENGINEER's right to enter the site in order for the ENGINEER to fulfill the scope of services included hereunder. The ENGINEER will take precautions to minimize damage due to these activities, but shall not be held responsible for the restoration of any resulting damage. The OWNER understands that use of testing or other equipment may unavoidable cause some damage, the correction of which is not the responsibility of the ENGINEER under this Agreement.

- 23. Buried Utilities:** The ENGINEER and/or its authorized subconsultant will conduct the research that in its professional opinion is necessary with respect to the identification and assumed locations of underground utilities and other improvements. Such services by the ENGINEER or its subconsultant will be performed in a manner consistent with an ordinary and reasonable standard of care. The OWNER recognizes that the research may not identify all underground improvements and that the information upon which the ENGINEER relies may contain errors or may not be complete. The OWNER agrees, to the fullest extent permitted by law, to waive all claims and causes of action against the ENGINEER and anyone for whom the ENGINEER may be legally liable, for damages to underground utilities and other improvements resulting from subsurface penetration locations established by the ENGINEER.
- 24. Hidden Conditions:** A condition is hidden if it cannot be investigated by reasonable visual observation or records reviewed as customary in the performance of the services being rendered. If the ENGINEER has reason to believe that such a condition may exist, the ENGINEER shall notify the OWNER who shall authorize and pay for costs associated with the investigation of such a condition and costs necessary to correct said condition. If the OWNER fails to authorize such investigation or correction after due notification, or the ENGINEER has no reason to believe that such a condition exists, the OWNER is responsible for all risks associated with this condition and the ENGINEER shall not be responsible for the existing condition nor any resulting damages to persons or property.
- 25. Hazardous Materials:** Unless specifically agreed upon prior to the commencement of services, the ENGINEER shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.
- 26. Contractor's Responsibility:** Neither the professional activities of the ENGINEER, nor the presence of the ENGINEER or its employees and subconsultants at a construction site, shall relieve the Construction Contractor (and any other agent of the OWNER) of their obligations, duties and responsibilities to complete the work in conformance with their agreement with the OWNER. The ENGINEER and its personnel have no authority to exercise any control over any Construction Contractor (and any other agent of the OWNER) or their employees in connection with their work including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending or coordinating all portions of the work of construction and any health or safety precautions either appropriate or required by any regulatory agencies to maintain job-site safety. The OWNER agrees that the Construction Contractor is solely responsible for job-site safety and warrants that this intent shall be made evident in the OWNER's agreement with the Construction Contractor. The OWNER also agrees that the ENGINEER shall be indemnified against any claims resulting from actions or inactions of the Construction Contractor (and any other agent of the OWNER) and shall be made an additional named insured under the Construction Contractor's general liability insurance policy.
- 27. 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.
- 28. Titles:** The titles used in this Agreement are for general reference only and are not part of the Agreement.

End of Attachment No. 3

From: [Liana Rice](#)
To: frasercrew@aol.com; slakejr89@gmail.com; duane.wardsboro@outlook.com; halifaxvtemd@gmail.com; selectboard1westonvt@gmail.com; firechief@rockbf.org; amalshuk2015@gmail.com; jsymonds@brattleboro.gov; emd@jamaicavermont.org; vernonemd@gmail.com; Rich Werner; emd@guilfordvt.gov; dwellman.brooklinevt@gmail.com; emd@londonderryvt.org; derrick.tienken@vermont.gov; andrewmassari2000@yahoo.com; angielitchfield5@gmail.com; emd@marlborovt.us; EMD@putneyvt.gov; emd@grafftonvt.org; Scott Moore; vrivas27@verizon.net; gig@whitinghamvt.org; emd@dummerston.org; ism777oth@yahoo.com; david.bemis@vermont.gov; hitecrednecktony@gmail.com; glen33c1@gmail.com; wardsborohighway@myfairpoint.net; edee.halifaxvt.selectboard@gmail.com; selectboard2westonvt@gmail.com; manager@rockbf.org; cjstreeter6@gmail.com; jeremy.evans@vermont.gov; tom.tolbert@jamaicavermont.org; lttcapen@gmail.com; michael.arbogast@vermont.gov; sheilamorse@guilfordvt.gov; mdesocio.brooklinevt@gmail.com; treasurer@londonderryvt.org; townadmin@winhall.org; cmsprague18@gmail.com; newfanegarage@newfaneyvt.com; mollyselectboardmarlboro@gmail.com; chief@putneyvt.gov; townadmin@grafftonvt.org; Matthew Murano; townclerk@townofstratton.com; scott@whitinghamvt.org; davidson@dummerston.org; kordscott@vermontel.net; danhollisteraco@gmail.com; cmarrow@townshendvt.gov; wardsboro.townoffice@gmail.com; halifaxtownclerk@gmail.com; selectboard@westonvt.org; highway@rockbf.org; highways@westminstervt.org; jpotter@brattleboro.org; jessica.pollack@jamaicavermont.org; firechief@vernonvt.org; highway@doververmont.com; taracheney@guilfordvt.gov; snoga.brooklinevt@gmail.com; t.cavanagh@londonderryvt.org; stuart@winhall.org; rayeilers@icloud.com; tlawley23@gmail.com; townadmin@marlborovt.us; manager@putneyvt.gov; amberstevens@vermontel.net; Jessica Archambault; garage@townofstratton.com; hwy@whitinghamvt.org; chief@westdummerstonfire.com; michael.herbert.pelton@gmail.com
Cc: townadmin@grafftonvt.org; "Christie, Taiga"
Subject: Town of Grafton -- NIMS 402 Training
Date: Wednesday, September 30, 2026 9:19:09 AM

You don't often get email from lrice@windhamregional.org. [Learn why this is important](#)

Good Morning All,

Forwarding you all some information from Morgan Wilbur, Grafton's Town Administrator:

We have been working with Taiga to host a **NIMS (National Incident Management System) 402 training session at the Grafton Town Hall. That will be held on Thursday, October 22nd from noon to 4:00 p.m.** If you have a list of Elected and Appointed Officials for local towns who are looking for training for response during an emergency such as flooding, would you be able to share this information with them? I have created a Google Form to collect RSVPs: <https://forms.gle/j44qo7FZSngQPMeg6>

Best,

Liana Rice

Planner

Windham Regional Commission

139 Main Street, Suite 505

Brattleboro, VT 05301

(802)257-4547 ext: 115