

CHARLOTTE SELECTBOARD

Agenda for Monday, October 13, 2025

Charlotte Town Hall, 159 Ferry Road

To join meeting online (via Zoom) please click the link [here](#).

To join meeting by phone please call **1-929-205-6099** and dial the **Meeting ID** and **Passcode** below:

- **Meeting ID:** 880 2491 0208
- **Passcode:** 123456

Please contact Nate Bareham, Town Administrator at (802)-425-3071 ext. 5 or at townadmin@townofcharlotte.com, with any comments, questions or requests for accommodations for this meeting. Reasonable accommodations shall be provided upon request to ensure this meeting is open and accessible to everyone.

MEETING AGENDA:

<i>TIME</i>	<i>ITEM</i>
7:00 PM	Approval of Consent Agenda <ol style="list-style-type: none">Meeting Minutes for September 22, 2025; October 1, 2025CCS Facility Rental Application & Agreement for 2026 Town Meeting DayLetter of Support for Library T-Mobile Grant ApplicationApproving the West Charlotte Halloween Party as a Town Sponsored eventAppointment of Lindsay Kahn to the CCRPC Transportation Advisory Committee
7:05 PM	Adjustments to the Agenda
7:10 PM	Public Comment for items not on the Agenda
7:15 PM	Selectboard & Town Administrator's Updates
7:20 PM	Discussion, and possible action, on the following Requests for Bid(s): <ol style="list-style-type: none">Thompson's Point Wastewater OperatorWest Village Wastewater MaintenanceTown of Charlotte Annual Audit
8:00 PM	Discussion, and possible action, on approving a Memorandum of Agreement with CVFRS
8:15 PM	Discussion of the Town's Volunteer Management Practices
8:30 PM	Discussion on Collective Bargaining Negotiations – Executive Session Likely per 1 V.S.A. § 313(a)(1)(B)
8:40 PM	Discussion on Town Personnel – Executive Session Likely per 1 V.S.A. § 313(a)(3) <ol style="list-style-type: none">Possible Appointment of Zoning AdministratorRecruitment Plan for Town AdministratorDiscussion of transition plans with the Interim Town AdministratorDiscussion of Town Staffing
9:00 PM	Signing of Warrants
9:05 PM	Adjournment

Selectboard Members: Lee Krohn, Chair; Frank Tenney, Vice Chair; Lewis Mudge; Natalie Kanner; JD Herlihy

Town Administrator: Carrie Johnson, Nathaniel Bareham

Minute Taker: Brooke Milo

Next Meetings: October 27, 2025; November 10, 2025

Town Administrator's Report October 13th, 2025 Special Selectboard Meeting

Approval of Consent Agenda:

- a. Meeting Minutes for September 22, 2025; October 1, 2025
 1. The Selectboard Regular and Special meeting minutes.
- b. CCS Facility Rental Application & Agreement for 2026 Town Meeting Day
 1. Approving the Town Administrator to submit the Town's rental application and agreement for the 2026 Town Meeting.
- c. Letter of Support for Library T-Mobile Grant Application
 1. Authorizing a letter of support for the Library's preliminary application T-Mobiles Hometown Grants program.
 2. As part of the preliminary application, the Library is required to submit five letters of support.
 3. This grant awards up to \$50,000 for rural communities to invest in infrastructure improvements. No matching funds are required, and Library staff would manage the administration and closeout of the grant.
- d. Approving the West Charlotte Halloween Party as a Town Sponsored event
 1. Authorizing the West Charlotte Halloween Party for purposes of liability coverage for local volunteers assisting with the event.
- e. Appointment of Lindsay Kahn to the CCRPC Transportation Advisory Committee
 1. Appointing Lindsay Kahn as the Town's alternate to the CCRPC Transportation Advisory Committee, and authorizing the Town Administrator to file the necessary paperwork to regional planning.

Discussion, and possible action, on the following Requests for Bid(s):

- a. Thompson's Point Wastewater Operator:
 1. Background:
 - i. In July the Selectboard authorized a contract with Simon Operations Services, LLC for emergency operation of the Thompson's Point Wastewater System (the "System") for the remainder of the 2025 operating season.
 - ii. Both the Selectboard and Thompson's Point Wastewater Advisory Commission agreed that the contract for operating the System should go back out to bid in the fall.
 2. Discussion:
 - i. A draft request for bids for the Thompson's Point Seasonal Wastewater Operator is included in your meeting packet.

- ii. This draft document has been reviewed by members of the Thompson’s Point Wastewater Advisory Commission, and by staff at Civil Engineering Associates (the engineer of record for the System).
- iii. I am recommending the Selectboard provide a non-mandatory pre-bid conference at the Thompson’s Point Wastewater Facility as part of this request. This pre-bid conference would include a member of the Thompson Point Wastewater Advisory Commission, a representative from Civil Engineering Associates, and the Town Administrator.
- iv. I also recommend that the Selectboard sets a submission deadline of November 10th, 2025, your first regular meeting in November. Bids may then be reviewed in time for your second meeting on November 24th, 2025.

3. Recommended Action:

- i. If the Board is comfortable with the proposed language and timeline, I suggest accepting the request for bids as presented.
- ii. **A suggested motion is:** “I move to approve the Request for Bids for the Thompson’s Point Seasonal Wastewater Operator as presented. I further authorize the Town Administrator to work with staff to determine an exact date and time for the pre-bid conference prior to posting the request for bids.”

b. West Village Wastewater Maintenance:

1. Background:

- i. Last Spring, in conjunction with approving sewer use and application fees, the Board requested the Town Administrator draft a request for bids for the maintenance and inspection of the West Village Wastewater system.

2. Discussion:

- i. A draft request for bids for Maintaining Components of the Town Wastewater Disposal System is included in your meeting packet.
- ii. I recommend that the Selectboard sets a submission deadline of November 10th, 2025, your first regular meeting in November. Bids may then be reviewed in time for your second meeting on November 24th, 2025.

3. Recommended Action:

- i. If the Board is comfortable with the proposed language and timeline, I suggest accepting the request for proposal as presented.
- ii. **A suggested motion is:** “I move to approve the Request for Bids for the Maintaining Components of the Town Wastewater Disposal System as presented.”

c. Town of Charlotte Annual Audit:

1. Background:

- i. Last Spring, the Board requested the Town Administrator draft a request for bids for the Town's annual audit.

2. Discussion:

- i. A draft request for proposal for Municipal Audit Services is included in your meeting packet.
- ii. This document has been reviewed by the Town Clerk, as well as the Town's Elected Auditors.
- iii. I recommend that the Selectboard sets a submission deadline of November 10th, 2025, your first regular meeting in November. Bids may then be reviewed in time for your second meeting on November 24th, 2025.

3. Recommended Action:

- i. If the Board is comfortable with the proposed language and timeline, I suggest accepting the request for proposal as presented.
- ii. **A suggested motion is:** "I move to approve the Request for Proposal for Municipal Audit Services as presented."

Discussion, and possible action, on approving a Memorandum of Agreement with CVFRS:

1. Background:

- a. The public non-profit partnership between the Town of Charlotte and the Charlotte Volunteer Fire and Rescue Service is principally guided by a Memorandum of Agreement authorized by the Charlotte Selectboard and the CVFRS Board of Directors.
- b. Per the terms of the Agreement, the Town and CVFRS are to meet and review the terms of the agreement bi-annually and made any changes that are mutually agreeable.

2. Discussion:

- a. The Town and CVFRS have not ratified an amended Agreement in six years.
- b. The Selectboard appointed two members, Lee Krohn and Frank Tenney, to review the document and provide a recommendation to the Selectboard.
- c. A draft copy of the revised Agreement is included in your meeting packet.

3. Recommended Action:

- a. **A suggested motion is:** "I move to approve the fourth amended agreement between the Town of Charlotte and Charlotte Volunteer Fire and Rescue Services, Inc. as presented."

Discussion of the Town's Volunteer Management Practices:

1. Background:
 - a. Selectboard member Natalie Kanner requested time to discuss the Town's volunteer management practices.
2. Recommended Action:
 - a. No action required.

Discussion on Town Personnel – Executive Session Likely per 1 V.S.A. § 313(a)(3):

- a. **A suggested motion is:** “I move to enter into executive session pursuant to 1 V.S.A. § 313(a)(3) for the purpose of discussing the employment of a public employee. I further invite Nate Bareham into this session.”

Discussion of Collective Bargaining Negotiations – Executive Session likely per 1 V.S.A. § 313(a)(1)(B):

- a. In order to enter into executive session, the Selectboard must first make a specific finding that premature general public knowledge would clearly place the public body at a substantial disadvantage.
- b. **A suggested motion is:** “I move to find that these discussions of collective bargaining with AFSCME Local 93 would clearly place the Selectboard at a substantial disadvantage.”
- c. **A suggested motion is:** “I move to enter into executive session pursuant to 1 V.S.A. § 313(a)(1)(B) for the purpose of discussing a collective bargaining agreement between the Town of Charlotte and AFSCME Local 93. I further invite Nate Bareham into this session.”

**TOWN OF CHARLOTTE
APPLICATION FOR USE OF TOWN FACILITIES**

Approved for Use: September 22, 2014

Name of Organization/Event: Pumpkin Carving & Jack-o-Lantern Display @ Charlotte Library & Town Green
Date(s) of Event: Wednesday, October 29 - Friday, October 31
Organization's Address: 115 Ferry Road
Non-Profit _____ For Profit _____
If non-profit, briefly explain the benefit fund: _____

Contact information for Organization/Representative:

Name of Event Manager/Title: Margaret Woodruff
Email address: margaret@charlottepubliclibrary.org
Telephone number: 802-425-3864
Mobile telephone number: 802-338-2598

Location

Town highways _____
Town Beach ___ Senior Center ___ Town Hall ___ Other _____
Brief description of requested use of facility: Town Green for pumpkin carving if needed on 10/29. Town Green for jack-o-lantern display, 10/30 and 10/31.
Event Start Time: 10/29: 2pm **Event End Time:** 10/29: 4pm

Anticipated Attendance

Participants 35 Staff/Volunteers 3 Vendors/Caterer _____ Total 038

Will food be served? ___(yes) ___(no)

Will alcohol be served: ___(yes) ___(no).

If yes, include copy of the caterer's license and certificate of insurance.

Safety Arrangements: (attach additional sheet if needed)

(Parking, course monitors, water and aid stations, traffic control)

Has Charlotte Fire & Rescue been notified? Yes No _____

Signature of CVFRS Official

Is a standby ambulance needed? Yes _____ No

Are State of Vermont permits required? Yes _____ No

Is a port-o-let proposed? Yes _____ No

Has this event been held in Charlotte before? Yes No _____

If yes, please list years: Five years.

Is this event open to Charlotte residents? Yes No _____

Please attach an event map, if applicable.

Please attach or e-mail a certificate of insurance for the event which names the Town of Charlotte as an "additional insured" for general liability coverage.

OVER

Waste Management

The Town of Charlotte is dedicated to making all events in public spaces as waste free as possible by reducing packaging and single use items, and by collecting waste in three streams: *compostables*, *recycling* and *trash*. All events held in public spaces will adhere to these expectations, and comply with [VT ACT 148 Universal Recycling Law](#) and [CSWD's Solid Waste Management Ordinance](#).

Please see Recommendations for Waste Reduction in the attached addendum. (Live link)

Event sponsors are responsible for communicating these recommendations to all vendors/caterers.

Technical help is available from Charlotte CSWD representative, Ken Spencer: kspencer@cswd.net

Event Person in Charge of Waste Management (if not event manager):

Email address: _____

Telephone number: _____

Mobile telephone number: _____

Plan for Compostables

Use of food scrap buckets is required for events at which food is served. Buckets are available from the Town, CSWD, and haulers. To obtain from Town, please contact Ken Spencer:

kspencer@cswd.net

Number of buckets needed _____

Compostable materials: _____ food scraps only; _____ food scraps and other organics

Compost management plan: _____ will use onsite compost bin; _____ will take to CCS Compost Shed; _____ will drop off at CSWD facility; _____ will hire compost or three-stream hauler

Plan for recyclables and trash (check one)

Will use Town's existing recycling and trash infrastructure. Fee may apply.

Will contract for three-stream pick-up by hauler

Will drop off at CSWD facility

Waste Stations

Side-by-side composting/ recycling/trash stations are required, labeled with Vermont's Universal



Symbols. See: <http://cswd.net/about-cswd/universal-recycling-law-act-148/>

Number of waste stations needed for event 1

Plan for assisting participants with sorting streams Using Library event bin system.

Plan for decontaminating streams _____

In consideration of this request to use town highways and/or town-owned property and facilities _____ (organization/group/business) and I agree, and for myself/ourselves and my/our heirs, executors and administrators agree to indemnify, defend and hold forever harmless the Town of Charlotte and its officers, agents and employees from and against any claims, demands, liabilities, actions, judgments, settlements, damages, costs and expenses (including attorney's fees and disbursements) for injury to or death of any person or damage to property arising out of or resulting from the activity described in this request.

Signature of authorized representative Margaret Woodruff

Digitally signed by Margaret Woodruff
Date: 2025.10.01 10:58:09 -04'00'

1 **CHARLOTTE SELECTBOARD MEETING**
2 **Wednesday, October 1, 2025**
3 **Charlotte Town Hall 159 Ferry Road and via teleconference**
4 **DRAFT**

5 *Draft minutes are subject to correction by the Charlotte Selectboard.*
6

7 **SELECTBOARD MEMBERS:** Lee Krohn, Chair; Frank Tenney, Vice Chair;
8 Lewis Mudge (Remote); Natalie Kanner; J.D. Herlihy
9

10 **ADMINISTRATION:** Nathaniel Bareham Town Administrator
11

12 **OTHERS:** None
13
14

15 **AGENDA ITEMS:**

16 7:30 PM Adjustments to the Agenda

17 7:35 PM Discussion of Appointing a Public Employee – Executive session likely per 1
18 V.S.A. § 313(a)(3) A)

19 8:05 PM Adjournment
20
21

22 **Call to Order**
23

24 Lee Krohn called the meeting to order at 7:32 p.m.
25

26 **Discussion of Personnel – Executive session likely per 1 V.S.A. § 313(a)(3)**
27

28 MOTION by J.D. Herlihy seconded by Natalie Kanner to enter into executive session to discuss
29 the possible appointment of a public employee, I further invite Nate Bareham into this session.

30 VOTE: 4 ayes, 0 nays, absent, (Mudge); Motion Carried.
31

32 (Lewis Mudge joined remotely at 7:46 p.m.)
33

34 MOTION by Natalie Kanner seconded by J.D. Herlihy to come out of executive session. VOTE:
35 5 ayes, 0 nays; Motion Carried.
36

37 MOTION by J.D. Herlihy seconded by Natalie Kanner, to approve a conditional offer of
38 employment to Carrie Johnson for the Interim Town Administrator position, with a start date of
39 October 10, 2025, and a weekly salary of \$1,440/week at 24-hours/week. Friendly amendment
40 by Frank Tenney to authorize the Chair to sign. Accepted. VOTE: 5 ayes, 0 nays; Motion
41 Carried.
42
43
44
45

46 **Adjournment**

47

48 MOTION by Natalie Kanner, seconded by Lee Krohn, to adjourn. VOTE: 5 ayes, 0 nays;

49 Motion Carried.

50

51 The meeting was adjourned at 8:28 p.m.

52

53 Minutes respectfully submitted by Nathaniel Bareham, Town Administrator

DRAFT

1 **CHARLOTTE SELECTBOARD MEETING**
2 **Monday, September 22, 2025**
3 **Charlotte Town Hall 159 Ferry Road and via teleconference**
4 **DRAFT**

5 *Draft minutes are subject to correction by the Charlotte Selectboard.*
6

7 **SELECTBOARD MEMBERS:** *In person:* Lee Krohn, Chair; Frank Tenney, Vice Chair;
8 Lewis Mudge; Natalie Kanner; J.D. Herlihy
9

10 **ADMINISTRATION:** Nathaniel Bareham Town Administrator
11

12 **OTHERS:**

13
14 **In person:** Dana Hanley, Charles Baker, Josh Ken, Terra Heilenbach, Margaret Woodruff,
15 Bryan Curtis, Lucy Halvorson, Can Doganci, Jon Davis
16

17 **Remote:** Alexa Lewis, Hugh Lewis Jr., Paul Plante, Thyleen Tenney, Mark Amblo, Mike
18 Dorsey, Dick Tonino
19

20 **AGENDA ITEMS:**
21

- 22 5:30 PM Site Visit(s): a. Davis (HAP-25-03) @ 5:30pm Located across from 2725 Dorset
23 Street b. Amblo (HAP-25-02) @ 6:00pm – Located at 30 Split Rock Road
24 7:00 PM Approval of Consent Agenda
25 a. Meeting Minutes for September 8, 2025
26 b. Charlotte Grant Management Policy
27 c. Library Contract for the Installation of Handrails
28 7:05 PM Adjustments to the Agenda
29 7:10 PM Public Comment for items not on the Agenda
30 7:15 PM Selectboard & Town Administrator’s Updates
31 7:20 PM Chittenden County Regional Planning Commission Annual Report – Charles
32 Baker, Executive Director
33 7:55 PM Discussion, and possible action, on Highway Access Permit (HAP-25-03) – Jon
34 Davis
35 8:05 PM Discussion, and possible action, on Highway Access Permit (HAP-25-02) – Mark
36 Amblo
37 8:15 PM Discussion, and possible action, on a Facility Use Application for the Charlotte
38 Tractor Parade
39 8:25 PM Nomination of Voting Delegate to the 2025 VLCT, PACIF, and VERB Annual
40 Meeting
41 8:30 PM Appointment of Lindsay Kahn to the CCRPC Planning Advisory Committee
42 8:35 PM Discussion on Collective Bargaining Negotiations – Executive Session Likely per
43 1 V.S.A. § 313(a)(1)(B)
44 8:55 PM Discussion on Town Personnel – Executive Session Likely per 1 V.S.A. §
45 313(a)(3)

46 9:10 PM Signing of Warrants

47 9:15 PM Adjournment

48

49 **Call to Order**

50 Lee Krohn called the meeting to order at 7:00 p.m.

51

52 Lewis Mudge arrived at the meeting in person.

53

54 **Approval of Consent Agenda**

55 **a. Meeting Minutes for September 8, 2025**

56 **b. Charlotte Grant Management Policy**

57 **c. Library Contract for the Installation of Handrails**

58

59 **MOTION by J.D. Herlihy, seconded by Lewis Mudge, to approve the consent agenda for**
60 **September 22nd as presented. VOTE: 4 ayes, 0 nays, 1 absent (Kanner); Motion Carried.**

61

62 **Adjustments to the Agenda**

63 Lewis Mudge stated that fifteen minutes should be added onto the agenda at 8:30 p.m. to discuss
64 what is happening at the train station parking lot.

65

66 **Public Comment for items not on the Agenda**

67 None

68

69 **Selectboard & Town Administrator's Updates**

70 Lewis Mudge stated that he doesn't have a contract with the union this evening, therefore this
71 will be taken up in executive session and collectively the Selectboard will make a decision and
72 will move forward accordingly.

73

74 J.D. Herlihy stated that the PC is working on changes to the LURs and starting to talk about
75 changes to the town plan that are coming up.

76 J.D. Herlihy stated that there was a bit of an environmental spill with a hydraulic leak on a truck
77 which starts at the hill by the cemetery by the Mack Farm on Greenbush Rd and comes all the
78 way through the intersection with Ferry Rd and down Ferry Rd. This happened a week ago this
79 past Sunday. It has been self-reported to the state.

80

81 Lewis Mudge stated that he had a conversation with the landowner on the preferred parcel that
82 has been discussed for municipal parking on Ferry Rd. This is still in progress, and he's
83 cautiously optimistic.

84

85 Lee Krohn stated that on Saturday October 4, 2025, at 11am the Charlotte Fire and Rescue will
86 be hosting their 75th anniversary celebration. There will be a barbecue and in extraction
87 demonstration and some other fire safety demonstrations.

88

89 Nathaniel Barham stated that RFP's will be going out and the first is for the Thompson
90 Wastewater Operators Contract as well as the US Bill of Wastewater Maintenance. The goal is
91 to have these ready for the Selectboard by the first week of October. The Thompson's Point

92 Wastewater Advisory Commission met last week to go through the annual report with the current
93 operators. The state was happy with the current status of the system and how it's operating.
94 There were some questions as to what changes could be made to the ordinance. Copies of the
95 ordinance were provided to the members of the commission and the plan is to follow up with
96 some suggestive feedback. It might be worth having those members come in at some point to
97 share some formal feedback to the Selectboard.
98

99 **Chittenden County Regional Planning Commission Annual Report – Charles Baker,**
100 **Executive Director**

101 Charles Baker presented on the annual report that is in tonight's meeting packet.
102 Dana Hanley, CCRPC representative, stated that updating the regional plan has been in the
103 process over the past four years. This has included an unprecedented amount of public outreach.
104 This document is something to be proud of. Act 181 and Act 250 changes posed some
105 challenges. For the first time the regional plan is required to be approved by the state of
106 Vermont, the Land Use Review Board. This is new and likely positive as it provides an
107 opportunity for there to be greater alignment between the municipal, regional and state levels.
108 Charles Baker stated that they are submitting the draft regional plan to the Land Use Review
109 Board next month. It's roughly an eight month process to get state approval. So the preliminary
110 review will be at the end of this calendar year and formal approval will be June or July of next
111 year. There is to be a legislative breakfast coming up in early December and if the town has
112 some concerns they would like to have brought up he will bring these concerns to the legislative
113 breakfast. He went on to state that something else to be aware of is the work application process
114 opens up around Thanksgiving. These applications are asked to be submitted in late January.
115 Charles Baker went on to state that back in June they hosted a forum for Selectboard Chairs and
116 Town Managers and the plan is to try to do this three times per year. Invites will be going out
117 soon for the next one.
118

119 **Discussion, and possible action, on Highway Access Permit (HAP-25-03) – Jon Davis**

120 Nathaniel Bareham stated that this is an application for a new residential access for 250
121 Woodland Way, as part of a 2-lot minor subdivision. As part of the decision there was approval
122 for a driveway coming across and intersecting on Dorset Street. There is already conversation to
123 do some property transfer to help facilitate that access point. A site visit was completed this
124 evening and the HAP meets all the site distance requirements for that roadway. He went on to
125 state that it has 450 feet of site distance on the south end and 400 feet of site distance on the
126 north end. There is an intersection with Dorset Street and Hinesburg Rd on the south side. Hugh
127 Lewis Jr., J.D. Herlihy and himself were all present for this site visit and there didn't appear to
128 be any issues with the location of this access. He went on to state that there will be surveyors
129 coming out to do a more formal review of the property lines. This will give a clear location of
130 the access relative to the property boundary as well as to a powerline. There still may be some
131 minor adjustments to the location by a few feet north or south depending on where that property
132 line falls.

133 Frank Tenney stated that this is a transfer of property and not a right of way. The Selectboard
134 isn't doing a review of this. Woodland Way is the less traveled road but while attending the
135 DRB meeting it was revealed that they couldn't create another parcel and put the access on
136 Woodland Way due to a covenant agreement.

137 J.D. Herlihy stated that his understanding is that it was discovered that there was a deed

138 restriction on the road stating that it could only have three lots off of it.
139 Jon Davis stated that it's a land exchange and it has already been approved by the DRB.

140

141 **MOTION by Frank Tenney, seconded by J.D. Herlihy, to approve highway access permit**
142 **application 25-03 as presented, and authorize the Town Administrator to issue the highway**
143 **access permit. VOTE: 5 ayes, 0 nays, 1 absent (Kanner); Motion Carried.**

144

145 **Discussion, and possible action, on Highway Access Permit (HAP-25-02) – Mark Amblo**

146 Nathaniel Bareham stated that this is a request to construct a new residential access at 30 Split
147 Rock Road. Hugh Lewis Jr. was present for this site visit. There is more than 500 feet of site
148 distance in both directions. A 15ft by 30ft culvert would be needed to be installed by the
149 applicant. Discussion will need to be had by the Selectboard regarding the access itself off from
150 a town road and the access off of a private drive. Research was done and nothing was found of
151 HAPs of past like this to refer to for precedence.

152 Lee Krohn stated that the reason that this is of concern is that the LUR's state that no lot may be
153 served by more than one access or curb cut. What is proposed with this HAP is a second curb
154 cut. One off a private road that already exists and one on a public road.

155 J.D. Herlihy stated that it is also stated in the Highways Access Permit in the general provision
156 1, in addition to saying other things its states, "for reason of safety, costs and aesthetics the
157 Selectboard will normally only allow one access point for a single property. Exceptions will be
158 made only in cases of hardship or unusual topography or in the interest of improved safety."

159 J.D. Herlihy went on to state that there is also language in the LURs that it should always be off
160 the least traveled road. Which in this case would be Split Rock Road.

161 Mark Amblo stated that this curb cut would provide direct access to his solar field which would
162 be a much safer fire entrance. It would also relieve him of the hardship of paying into the
163 upkeep of the private road, Split Rock Road, that is used and maintained by 10 residents. At this
164 point in time he's not willing to give up access to Split Rock Road as this HAP would be to an
165 unbuilt garage.

166 Discussion was had regarding policy language of less traveled roads rather than the more highly
167 traveled roads.

168

169 **MOTION by J.D. Herlihy, seconded by Frank Tenney, to approve Highway Access Permit**
170 **(HAP-25-02). VOTE: 0 ayes, 4 nays, 1 absent (Kanner); Motion Failed.**

171

172 Lee Krohn stated that this HAP hasn't been approved due to failure to demonstrate the need.

173 Mark Amblo stated that he's extremely disappointed with the Selectboard's decision to deny him
174 this HAP and he would like to know the procedure to get Split Rock Road adopted as town
175 highway to relieve the burden of the residents it serves.

176 Nathaniel Bareham stated that he would provide Mark Amblo with the information he has
177 requested tomorrow.

178

179 **Discussion, and possible action, on a Facility Use Application for the Charlotte Tractor**
180 **Parade**

181 Terra Heilenbach stated that the Tractor Parade will take place on Saturday, October 12, 2025.

182 Carrie Spear has passed the lead of this to Terra Heilenbach. Carrie Spear will still be involved
183 focusing on the farmer lunch that is the event for the farmers. The plan is for the tractors to

184 travel the full loop with them beginning and ending at the hay farm. This would decrease any
185 confusion as to where to go at the end and it would be a way to pull some of the attendees of the
186 event to the area of the store on the corner and the town grange is going to be open as well. The
187 church there may also have some activities. The goal is to allow this event to have a real
188 community feel to it. She went on to state that she's requesting a small portion of Spear Street to
189 be closed from 12:30-2 p.m. and traffic would be to sent from Prindle Road to Bean Road and
190 out. Hinesburg Road will be open. Parking, is going to be available at the Tower lot.
191 Terra Heilenbach stated that she spoke with CVFRS and she will communicate with them further
192 following this meeting. Communication will happen further with the town's local newspaper as
193 well to alert residents of this temporary road closure and the plan is to send out letters to all the
194 residents on the road that would be directly affected.

195 Jon Davis stated that he directed traffic for the first ten years of the tractor parades. In the past
196 the closing of this section of Spear Street was done just for the time of the tractors traveling that
197 area and not for the entire tractor parade. Matt Krasnow has helped with directing traffic in the
198 past and he might be a good resource as well.

199 Discussion was had regarding the safety of the parade and the need to have this area of Spear
200 Street closed. There are many families and young children that attend and there were a total of
201 38 tractors last year. Last year more of the event was at the Nichols Hay farm.

202 Discussion was had regarding having the road closed longer, 12:30-3 p.m., to promote more
203 safety and if the area seems clear sooner those running this event can open the road sooner.

204 Jon Davis stated checking with the chief of CVFRS is of utmost importance due to emergency
205 vehicles potentially needing to get through the area.

206 All concurred emergency vehicles would be an exception to the road closure and planning with
207 CVFRS is a standard process of road closure.

208

209 **MOTION by J.D. Herlihy, seconded by Lewis Mudge, to approve the Facility Use**
210 **Application for the Charlotte Tractor Parade as amended to be from 12:30 p.m. to 3:00**
211 **p.m. for October 12, 2025, and to authorize the Charlotte Tractor Parade as a town**
212 **sponsored event. VOTE: 4 ayes, 0 nays, 1 absent (Kanner); Motion Carried.**

213

214 **MOTION by J.D. Herlihy, seconded by Lewis Mudge, to temporarily close Spear Street,**
215 **from its intersection with Prindle Road north to its intersection with Hinesburg Road, from**
216 **12:30 p.m. to 3:00 p.m. on October 12th. VOTE: 4 ayes, 0 nays, 1 absent (Kanner); Motion**
217 **Carried.**

218

219 **Nomination of Voting Delegate to the 2025 VLCT, PACIF, and VERB Annual Meeting**

220 Nathaniel Bareham stated that this is a virtual event and it's taking place on October 7, 2025
221 from 3-5:00 p.m. They ask that delegates sign on early so they can get an understanding
222 as to who is in attendance. Voting typically happens from 3-4:00 p.m.

223

224 **MOTION by Lee Krohn, seconded by Lewis Mudge, to nominate J.D. Herlihy as the**
225 **Town's voting representative for the 2025 VLCT, PACIF, and VERB Annual Meeting.**
226 **VOTE: 3 ayes, 1 nay, (J.D. Herlihy), 1 absent (Kanner); Motion Carried.**

227

228 **Appointment of Lindsay Kahn to the CCRPC Planning Advisory Committee**

229 Lee Krohn stated that it's traditional of the town's planner to take on this role. She is aware of

230 this role.

231 Nathaniel Bareham stated she has been attending these meetings already.

232

233 **MOTION by Lee Krohn, seconded by Lewis Mudge, to appoint Lindsay Kahn to the**
234 **Chittenden County Regional Planning Commission's Planning Advisory Committee.**

235 **VOTE: 4 ayes, 0 nays, 1 absent (Kanner); Motion Carried.**

236

237 **Discussion of Train Station Parking Lot**

238 Lewis Mudge stated that he drove down to the train station parking lot this past Friday and he
239 saw syringes on the ground, gas canisters and propane canisters, a boat, and bags of garbage.

240 There have also been reports of open fires. There are many concerns here with a health and

241 safety aspect being of the largest concern.

242 Dick Tonino stated that he has no problem with the occasional traveler staying

243 overnight, that has been happening for years but this is different. What's happening in the last

244 three years is campers are showing up and staying. There are syringes all over. This used to be a

245 place that children could skateboard, rollerblade and town residents walked their dogs. It's

246 gotten out of hand with fireworks being set off, large amounts of trash and rodents from the

247 trash.

248 Mike Dorsey stated that he called the emergency line for VTrans to report what he's seen over

249 there such as the accelerants and the propane and drug paraphernalia. It is the state of Vermont

250 that owns this property. The open fires that have been witnessed is concerning with the railroad

251 storing the oil tankers. He went on to state that it's surprising that the railroad employees have

252 not been more concerned with all the propane tanks and large cans of gasoline.

253 Discussion was had at length regarding the concerns for safety in this area and the unanimous

254 desire to resolve this as soon as possible. There is a sign posted that states that camping isn't

255 allowed.

256 Nathaniel Bareham stated that he has been working on finding out who might be responsible for

257 managing this situation so they could be notified. He has made multiple calls and sent multiple

258 emails out to VTrans and the railroad company. Just today there was a response from the

259 VTrans, District 5 administrator. They report that someone from their encampment team will

260 be coming down to do an assessment of the situation and take action to rectify the issues. So

261 VTrans is aware of the situation and the hopes are to get somebody out there as soon as possible.

262 He went on to state that he hasn't been able to get ahold of anyone from the railroad company.

263 Discussion was had regarding whos jurisdiction this would be under. The State police has been

264 down to the area a couple of times.

265 Lewis Mudge stated a situation such as Sears Lane in Burlington should be avoided at all costs.

266 Dick Tonino stated that he wonders if the town can do anything in regards to

267 health and safety and violation of such codes. There are also multiple dogs on the dashboards of

268 these parked campers.

269

270 **MOTION by Lewis Mudge, seconded by J.D. Herlihy, to have a letter signed by the Chair**
271 **to express the Charlotte Selectboard's discomfort with the situation's safety and health**
272 **issues, zoning violations and anticipation for the situation to spiral out of control and desire**
273 **for a resolution. This is to be addressed to VTrans, VT Rail, VT State Police, Agency of**
274 **Natural Resources and the Vermont Department of Health. VOTE: 4 ayes, 0 nays, 1**
275 **absent (Kanner); Motion Carried.**

276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321

Discussion on Collective Bargaining Negotiations – Executive Session Likely per 1 V.S.A. § 313(a)(1)(B)

MOTION by Lewis Mudge, seconded by J.D. Herlihy, to find that these discussions of collective bargaining with AFSCME Local 93 would clearly place the Selectboard at a substantial disadvantage. VOTE: 4 ayes, 0 nays, 1 absent (Kanner); Motion Carried.

MOTION by Lewis Mudge, seconded by J.D. Herlihy, to enter into executive session pursuant to 1 V.S.A. § 313(a)(1)(B) for the purpose of discussing a collective bargaining agreement between the Town of Charlotte and AFSCME Local 93. I further invite Nathaniel Bareham into this session. VOTE: 4 ayes, 0 nays, 1 absent (Kanner); Motion Carried.

MOTION by Frank Tenney, seconded by Lewis Mudge, to exit out of executive session. VOTE: 3 ayes, 0 nays, 2 absent (Kanner & J.D. Herlihy); Motion Carried.

Lewis Mudge stated that no action was taken.

Discussion on Town Personnel – Executive Session Likely per 1 V.S.A. § 313(a)(3)

MOTION by Lewis Mudge, seconded by J.D. Herlihy, to enter into executive session pursuant to 1 V.S.A. § 313(a)(3) for the purpose of discussing the employment of a public employee. I further invite Nathaniel Bareham into this session. VOTE: 4 ayes, 0 nays, 1 absent (Kanner); Motion Carried.

MOTION by Frank Tenney, seconded by Lewis Mudge, to exit out of executive session. VOTE: 4 ayes, 0 nays, 1 absent (Kanner); Motion Carried.

Lewis Mudge stated that it's been two years and Nathaniel Bareham has provided an immense amount of invaluable service to the town and has been a joy to work with.

Lee Krohn stated that he will miss the invaluable working relationship.

Frank Tenney echoed the praise and gratitude, stating that Nathaniel Bareham has pulled the town through a rough period and done exceptionally well.

Lee Krohn stated that Nathaniel Bareham's last day will be on October 19, 2025.

J.D. Herlihy stated that he would like to thank Nathaniel Bareham for all of his work with the town and support with his role on the Selectboard.

MOTION by Lee Krohn, seconded by Lewis Mudge, to accept with greatest of regrets the resignation of the Charlotte Town Administrator, Nathaniel Bareham. A search will begin immediately to search for an interim TA while efforts immediately begin to search for a permanent replacement for this role. Lee Krohn and Natalie Kanner will be the hiring committee for the interim TA and more details will be forthcoming regarding the structuring of a hiring committee for the permanent position. VOTE: 4 ayes, 0 nays, 1 absent (Kanner); Motion Carried.

322 **Signing of Warrants**
323 Warrants were signed.

324
325 **Adjournment**

326
327 **MOTION by Lewis Mudge, seconded by J.D. Herlihy, to adjourn. VOTE: 4 ayes, 0 nays, 1**
328 **absent (Kanner); Motion Carried.**

329
330 The meeting was adjourned at 9:41 p.m.

331
332 Minutes respectfully submitted by Brooke Milo, Minute Taker.
333 Edits by Nathaniel Bareham.

DRAFT

**TOWN OF CHARLOTTE
REQUEST FOR BIDS
FOR MAINTAINING COMPONENTS OF THE TOWN WASTEWATER DISPOSAL SYSTEM**

October 13, 2026

The Town of Charlotte, Vermont, located in Chittenden County, seeks sealed bids from qualified contractors to maintain components of the Town's in-ground wastewater disposal system that serves the Charlotte Town Hall, Library, Fire & Rescue Station, and Senior Center. The system has permitted capacity of 6,499 gallons per day. The current flows are approximately 2,865 gallons per day.

Copies of this Request for Bid ("RFB") package are available: (1) at the Charlotte Town Hall, 159 Ferry Road, Charlotte, VT, during regular business hours; (2) on the Town of Charlotte's website at <https://charlottevt.org/jobs>; or (3) by emailing the Town Administrator at townadmin@townofcharlotte.com.

SECTION 1 – QUALIFICATIONS:

- A. Experience Requirement – Bidders shall have been actively engaged in the business of wastewater disposal system operation and maintenance for a minimum of five (5) years prior to the date of this bid submission. Experience with municipal or institutional wastewater systems is preferred.
- B. Reference Requirement – Bidders shall provide a minimum of three (3) references on the Bid Form (see p. 4). Each reference should include the client's name, title, organization, phone number, and email address, and shall be able to verify the bidder's experience, technical competence, and reliability.

SECTION 2 – SCOPE OF WORK:

The Contractor shall provide all labor, materials, and equipment necessary to perform maintenance and inspection services for the wastewater and septic systems serving the Town Hall, Library, Fire & Rescue Station, and Senior Center. All work shall be conducted in accordance with applicable Occupational Safety and Health Administration (OSHA) safety standards and Vermont Department of Environmental Conservation regulations.

- A. Quarterly Tasks:
 - 1. Clean filters in septic tanks serving the Town Hall, Library, Fire & Rescue Station, and Senior Center. Ensure that material removed from filters is not discharged to the pump station.
 - 2. Inspect for any visible defects, leaks, or signs of malfunction during cleaning and report findings to the Town if corrective action is needed.
- B. Annual Tasks:
 - 3. Inspect all filters and tanks, including the interceptor (grease trap) at the Senior Center.
 - 4. Perform mechanical and electrical inspections of the pump station and control panel to verify proper operation.

5. Measure and record sludge and scum levels in each septic tank.
 6. Provide a written annual report summarizing maintenance performed, inspection findings, and recommended corrective actions. The report shall be submitted to the Town within 30 days of completion of the annual inspection.
- C. Bi-Annual Tasks (to be performed in 2026):
7. Inspect the air release mechanism at the high point of the force main between the pump station and the distribution box to confirm proper operation.
 8. Inspect gravity and force main manholes for structural integrity, leakage, or obstructions.
 9. Inspect the distribution box to ensure proper function and flow distribution.
- D. Singular Task (to be performed in 2026):
10. Conduct a camera inspection of all laterals to identify blockages, structural defects, or other maintenance concerns. Provide video documentation and a summary report to the Town.

Section 3 - INSURANCE:

The Contractor shall, at its own expense, obtain and maintain in full force for the duration of the contract the following insurance coverages, issued by insurers licensed to do business in the State of Vermont:

1. Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, naming the Town of Charlotte as an additional insured.
2. Statutory Workers' Compensation Insurance in accordance with Vermont law.

The Certificate of Insurance must list the Town of Charlotte as the Certificate Holder and shall specifically include coverage for Workers' Compensation and Automobile Liability for all vehicles used in connection with the performance of this contract.

The Contractor shall not commence work under the contract until all required insurance has been obtained and approved by the Town. Coverage shall remain in effect for the full term of the contract and until all work under the contract has been completed and accepted by the Town.

SECTION 4 – CONTRACT TERM:

The contract resulting from this Request for Bids shall commence on January 1, 2026, and remain in effect through December 31, 2026, unless otherwise extended or terminated in accordance with the terms of the agreement.

SECTION 5 – PAYMENT SCHEDULE:

The Contractor shall submit itemized invoices to the Town on a quarterly basis for services rendered during the preceding quarter.

Section 6 – SITE VISIT:

A site visit can be scheduled by contacting Carrie Johnson, Interim Town Administrator, at (802) 425-3071 ext. 5 or at townadmin@townofcharlotte.com.

Section 7 - SUBMISSION DEADLINE:

Sealed proposals are due no later than November 10th, 2025 by 4:00 PM. Please note, the Town cannot accept proposals submitted by e-mail. All proposals must be submitted either by mail or by hand to the Charlotte Town Hall. Details for each request, and how to submit a proposal, can be found at the Town's website (<https://charlottevt.org/jobs>). All responses shall be opened and announced publicly by the Charlotte Selectboard.

Any questions should be directed to Carrie Johnson, Interim Town Administrator, at (802)-425-3701 ext. 205, or townadmin@townofcharlotte.com.

Section 8 – BID OPENING & AWARD OF CONTRACT:

Bids will be publicly opened on Monday, November 10th, 2025, at approximately 7:20 p.m. at the Charlotte Town Hall, 159 Ferry Road, Charlotte, Vermont. All bids received by the stated deadline will be opened and recorded at that time.

It is anticipated that the contract will be awarded by the Charlotte Selectboard at its regularly scheduled meeting on Monday, November 24th, 2025, or as soon thereafter as practicable.

The Selectboard will evaluate bids based on the following criteria:

1. Price – Price will be an important consideration, but not the sole determining factor.
2. Professional Competence – Evaluation will consider references, relevant experience, available equipment, staffing levels, and the bidder's proposed approach to the work.
3. Local Preference – All other factors being approximately equal, preference may be given to a local operator, defined as a company located in Charlotte or an operator whose owner or manager resides in Charlotte.
4. Selectboard Discretion – The Selectboard reserves the right to:
 - a. Accept or reject any or all bids;
 - b. Waive informalities or technical defects in any proposal;
 - c. Request clarifications, additional information, or follow-up documentation from any bidder;
 - d. Negotiate the terms, scope, and pricing of submitted bids when deemed to be in the best interest of the Town; and
 - e. Select the bid that, in its judgment, represents the best overall value and serves the best interest of the Town of Charlotte.

SEE BID FORM ON NEXT PAGE

BID FORM

Please provide the following information:

Name of Contractor: _____

Contractor's mailing address: _____

Contractor's phone number: _____

Contractor's e-mail address: _____

Cost per year for Quarterly Tasks #1-2: \$ _____

Cost for Annual Tasks #3-6: \$ _____

Costs for Bi-Annual Tasks #7-9: \$ _____

Cost for Singular Task #10: \$ _____

Total Cost for All Maintenance Tasks (2026): \$ _____

Hourly rate schedule for additional services: \$ _____

Please provide the name, company and phone number for three references:

1. _____

2. _____

3. _____

Signature of Contractor

By signing this Bid Form, you are certifying that the bid is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same work, and that you are competing solely on your or your firm's own behalf without connection with or obligation to any other person or firm.

Signature: _____ Date: _____

Bid Submission: Bids are to be sealed and marked "Bid for Wastewater Disposal System Maintenance" and mailed to: Town Administrator, Charlotte Town Office, P.O. Box 119, Charlotte, VT 05445 or delivered by hand to the Town Administrator, Charlotte Town Office, 159 Ferry Road, Charlotte.

Town Contact

Questions may be directed to Carrie Johnson, Interim Town Administrator at 425-3071 ext. 5 or townadmin@townofcharlotte.com

**TOWN OF CHARLOTTE
REQUEST FOR BIDS
THOMPSON'S POINT SEASONAL WASTEWATER OPERATOR**

October 13, 2026

The Town of Charlotte, Vermont, located in Chittenden County seeks sealed bids from qualified seasonal wastewater operator for the operation and maintenance of the Thompson's Point Wastewater System (the "System"), as described herein.

Copies of this Request for Bid ("RFB") package are available: (1) at the Charlotte Town Hall, 159 Ferry Road, Charlotte, VT, during regular business hours; (2) on the Town of Charlotte's website at <https://charlottevt.org/jobs>; or (4) by emailing the Town Administrator at townadmin@townofcharlotte.com.

Section 1 – QUALIFICATIONS:

- A. Certification Requirement – Bidders must hold, and maintain throughout the duration of the contract, at minimum a valid Vermont Grade I Wastewater Operator Certificate. Proof of certification must be included with the bid submission.
- B. Experience and References – Bidders shall demonstrate substantial experience in the operation and maintenance of sewage treatment and disposal systems. Bid submissions must include a summary of relevant work experience and at least three (3) professional references that can attest to the bidder's performance, technical proficiency, and reliability in comparable projects.
- C. Availability and Service Capacity – Bidders shall demonstrate sufficient staffing and operational capacity to provide on-call service 24-hours per day, 7-days per week, including weekends and holidays. The proposal should describe the bidder's approach to emergency response, coverage, and communication protocols.

Section 2 - SCOPE OF WORK:

The Operator shall perform all services necessary for the proper operation and maintenance of the System in full compliance with the conditions of Indirect Discharge Permit #ID-9-0244 (the "IDP Permit" and the Thompson's Point Operations and Maintenance Manual. The Scope of Work includes, but is not limited to, the following:

- A. System Operation (IDP Permit Sections D3-D7):
 - 1. Operate the System in a manner that protects public health and safety and prevents contamination of drinking water supplies, groundwater, and surface water.
 - 2. Ensure all components of the wastewater collection, treatment, and disposal systems function properly; promptly report any system failures or malfunctions to the Town.

3. Arrange for the pumping of septic tanks, as applicable, by November 15, 2026, or as otherwise required by the IDP Permit.
- B. System Monitoring (IDP Permit Sections E1-E5):
1. Conduct effluent monitoring, sampling, and testing in accordance with permit requirements.
 2. Perform groundwater and observation well monitoring as specified in the IDP Permit.
 3. Conduct visual inspections of the recirculating sand filter and other system components.
 4. Maintain accurate written records of all operations, maintenance, and monitoring activities.
 5. Comply with wastewater, groundwater, and surface water sampling, preservation, handling, and testing procedures as outlined in the most recent edition of Standard Methods for the Examination of Water and Wastewater (APHA–AWWA–WPCF) and the Vermont Water Quality Standards.
- C. System Operation & Maintenance (Thompson's Point Operations and Maintenance Manual):
1. Open and prepare the System for seasonal operation by April 1 each year or as directed by the Thompson's Point Wastewater Advisory Commission.
 2. Maintain the collection system, treatment facility, and associated infrastructure in good working order.
 3. Conduct annual pressure testing of sewer lines in the spring to verify system integrity and identify potential leaks or failures.
 4. Assist the Town's Engineer during the Annual Inspection and provide operational support as requested.
 5. Attend meetings of the Thompson's Point Wastewater Advisory Commission. There are typically 2–3 regularly scheduled meetings per year, with additional meetings as requested by the Commission or Town staff.
 6. Provide regular operational updates and recommendations for system improvements to the Commission and Town staff. This shall include an annual report detailing proposed updates to the Thompson's Point Operations and Maintenance Manual and any as-built plans for the System.
 7. Provide on-call service 24 hours per day, seven (7) days per week, including weekends and holidays while the system is in operation.
 8. Conduct system shutdown and winterization of key components by November 15 each year.
 9. Conduct monthly inspections of the System during the shut-down period.
 10. Read all leaseholder water meters in the Fall, and record readings as directed by the Town.

Section 3 - INSURANCE:

The Contractor shall, at its own expense, obtain and maintain in full force for the duration of the contract the following insurance coverages, issued by insurers licensed to do business in the State of Vermont:

- A. Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, naming the Town of Charlotte as an additional insured.
- B. Statutory Workers' Compensation Insurance in accordance with Vermont law.

The Certificate of Insurance must list the Town of Charlotte as the Certificate Holder and shall specifically include coverage for Workers' Compensation and Automobile Liability for all vehicles used in connection with the performance of this contract.

The Contractor shall not commence work under the contract until all required insurance has been obtained and approved by the Town. Coverage shall remain in effect for the full term of the contract and until all work under the contract has been completed and accepted by the Town.

SECTION 4 – CONTRACT TERM:

The contract resulting from this Request for Bids shall commence on January 1, 2026, and remain in effect through December 31, 2026, unless otherwise extended or terminated in accordance with the terms of the agreement.

SECTION 5 – PAYMENT SCHEDULE:

The Contractor shall submit itemized invoices to the Town on a monthly basis for services rendered during the preceding month.

Payment shall be made by the Town within thirty (30) days of receipt of a properly completed invoice and verification of satisfactory work performance.

Each invoice shall include, at a minimum:

- A. The billing period;
- B. A description of services performed; and
- C. Any supporting documentation requested by the Town

Section 6 – PRE-BID CONFERENCE:

A pre-bid conference will be held at the Thompson's Point Wastewater Facility, located at 100 Flat Rock Road, in Charlotte, VT on _____, October __, 2025, at _:_ _M. The pre-bid conference is not mandatory and prospective bidders are strongly encouraged to visit the site prior to bidding. This will be the only opportunity for prospective bidders to access the Facility.

Section 7 - SUBMISSION DEADLINE:

Sealed proposals are due no later than November 10th, 2025 by 4:00 PM. Please note, the Town cannot accept proposals submitted by e-mail. All proposals must be submitted either by mail or by hand to the Charlotte Town Hall. Details for each request, and how to submit a proposal, can be found at the Town's website (<https://charlottevt.org/jobs>). All responses shall be opened and announced publicly by the Charlotte Selectboard.

Any questions should be directed to Carrie Johnson, Interim Town Administrator, at (802)-425-3701 ext. 205, or townadmin@townofcharlotte.com.

Section 8 – BID OPENING & AWARD OF CONTRACT:

Bids will be publicly opened on Monday, November 10th, 2025, at approximately 7:20 p.m. at the Charlotte Town Hall, 159 Ferry Road, Charlotte, Vermont. All bids received by the stated deadline will be opened and recorded at that time.

It is anticipated that the contract will be awarded by the Charlotte Selectboard at its regularly scheduled meeting on Monday, November 24th, 2025, or as soon thereafter as practicable.

The Selectboard will evaluate bids based on the following criteria:

- A. Price – Price will be an important consideration, but not the sole determining factor.
- B. Professional Competence – Evaluation will consider references, relevant experience, available equipment, staffing levels, and the bidder's proposed approach to the work.
- C. Selectboard Discretion – The Selectboard reserves the right to:
 - 1. Accept or reject any or all bids;
 - 2. Waive informalities or technical defects in any proposal;
 - 3. Request clarifications, additional information, or follow-up documentation from any bidder;
 - 4. Negotiate the terms, scope, and pricing of submitted bids when deemed to be in the best interest of the Town; and
 - 5. Select the bid that, in its judgment, represents the best overall value and serves the best interest of the Town of Charlotte.

SEE BID FORM ON NEXT PAGE

BID FORM

Please provide the following information:

Name of Contractor: _____

Contractor's mailing address: _____

Contractor's phone number: _____

Contractor's e-mail address: _____

Cost for Annual System Start-up: \$ _____

Cost for Annual System Shut-down & Winterization: \$ _____

Costs for Annual Pressure Testing: \$ _____

Cost for Annual System Operation & Maintenance: \$ _____

Total Cost for All Operation & Maintenance Services: \$ _____

Hourly Rate Schedule for On-Call Services: \$ _____

Please provide the name, company, and phone number for three references:

1. _____

2. _____

3. _____

Signature of Contractor

By signing this Bid Form, you are certifying that the bid is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same work, and that you are competing solely on your or your firm's own behalf without connection with or obligation to any other person or firm.

Signature: _____ Date: _____

Bid Submission: Bids are to be sealed and marked "Bid for Wastewater Disposal System Maintenance" and mailed to: Town Administrator, Charlotte Town Office, P.O. Box 119, Charlotte, VT 05445 or delivered by hand to the Town Administrator, Charlotte Town Office, 159 Ferry Road, Charlotte.

Town Contact: Questions may be directed to Carrie Johnson, Interim Town Administrator at 425-3071 ext. 5 or townadmin@townofcharlotte.com

**TOWN OF CHARLOTTE, VERMONT
MUNICIPAL AUDIT SERVICES
REQUEST FOR PROPOSAL**

MUNICIPAL AUDIT SERVICES for Charlotte, Vermont

RFP Due By: November 10, 2025

NOTICE IS HEREBY GIVEN that proposals and qualifications are being solicited by the Town of Charlotte to obtain "MUNICIPAL AUDIT SERVICES" as described herein. Individuals responding to this Request for Proposal (RFP) should have a knowledgeable background in municipal and governmental accounting and have extensive experience in providing auditing services for municipalities in Vermont.

Copies of this RFP package are available: (1) at the Charlotte Town Hall, 159 Ferry Road, Charlotte, VT, during regular business hours; (2) on the Town of Charlotte's website at <https://charlottevt.org/jobs>; or (3) by emailing the Town Administrator at townadmin@townofcharlotte.com.

Section 1 - GENERAL CRITERIA:

The Town of Charlotte is seeking proposals from qualified certified public accounting firms to audit its financial statements for the year ending June 30, 2026, with the options of auditing its financial statements for each of the subsequent three years. These audits are to be performed in accordance with generally accepted auditing standards, and governmental auditing standards.

The successful firm will be a firm with considerable experience in municipal government auditing with strong references. The firm will have sufficient depth of staff to provide technical expertise and complete field work within a reasonable timeframe.

The audit firm will act in an independent capacity and not as officers or employees of the Town. Before commencing work on this contract, the audit firm must provide evidence of professional insurance.

Section 2 - SCOPE OF WORK (Services to be Provided):

Audit fieldwork will be designed to provide reasonable assurance that the financial statements are free from material misstatement. In performing the audit, the auditor shall follow governmental auditing standards as set forth by the US Comptroller General "Yellow Book" as well as any audit requirements identified as necessary under any present or future laws.

Audit field work shall begin in a timely manner to ensure the audit shall be completed and draft financial statements available by the end of October.

During field work, the independent auditor shall meet with Town staff to evaluate internal controls and technical competencies. All employees will be directed to assist the chosen auditor in any and every way possible. It is expected that Town employees will retrieve all documents selected by the auditor for evaluation. Employees will also work with the auditor, as necessary, to analyze all account balances and account activity.

The Auditor shall meet with the Treasurer and Selectboard (or their designee) to discuss audit plans, expectations and progress; prior to audit field work, mid-way through audit field work and upon completing audit field work (exit conference).

The Auditor shall provide comments and recommendations relating to all audit findings and make themselves available to answer questions of the Selectboard.

When needed, the Auditor shall perform an audit of State and Federal Grants as per the "Single Audit" circular OMB-A133 as required. The cost of this work, if needed, will be determined prior to its commencement.

Section 3 - SERVICES NOT INCLUDED IN THIS RFP:

The scope of this engagement is strictly limited to performing the annual audit. Management advisory services, consulting on budget or other financial issues, and accounting or bookkeeping services are expressly excluded.

Section 4 - MANDATORY MINIMUM REQUIREMENTS:

The purpose of this proposal is to demonstrate the qualifications, competence and capabilities of the firms seeking to provide municipal audit services in conformity with the requirements of this request. As such, the proposal should demonstrate the qualifications of the firm and of the staff to be assigned to the engagement. It should also specify an audit approach that will meet the request for proposal requirements. The proposal must meet or exceed the professional, administrative and financial qualifications and requirements as set forth in this RFP and shall incorporate the information requested below. In addition to the information required, supplemental information may be included if the respondent considers it useful in evaluating its proposal.

Required Information:

1. Office Address and contact information.
2. Credentials of the engagement partner and key professional staff to be assigned, including evidence that they are properly registered and licensed to practice in Vermont. The engagement partner may not be changed without express permission of the Town.
3. Staff Assigned- Resumes/Biographies of the partner and staff (managers, supervisors and specialists) assigned to this engagement. The firm should include information regarding qualifications, experience and training. Audit personnel, other than the

engagement partner, may be changed at the discretion of the firm provided that the replacements have substantially the same or better qualifications and experience.

4. Total employees of the firm and those specializing in governmental auditing including numbers employed in each category (partner, manager, and staff auditors).

5. Current clients of the firm's municipal audit services. Include three references: Provide principal client contact name, along with job title, email and phone number. These references should be direct clients of the proposed engagement partner. If there aren't three current audit clients comparable with this proposal, then list any comparable Vermont municipal audit engagements over the last 10 years and include the original year of engagement.

7. Specific Audit Approach- Set forth a general work plan to perform the services required by this request for proposal, include the methodology to be followed - such as risk assessment, internal control evaluation, analytical procedures and statistical sampling. Reference such sources of information as audit manuals / guides / etc. that you will rely on.

8. Potential Audit Problems- Identify and describe any anticipated potential audit problems and the firm's approach to resolving these problems.

9. Peer Review- Submit a copy of the report on the firm's most recent external quality control review ("Peer Review") with a statement whether that quality control review included a review of specific government engagements.

10. Single Audit - Experience with Federal and State single audits as it relates to this proposal.

11. Insurance - Amount of Professional Liability Insurance coverage maintained.

12. The firm shall provide an affirmative statement that it is independent of the Town as defined by generally accepted governmental auditing standards ("the Yellow Book"). The firm shall also list and describe any activity or relationship that could create a conflict of interest relative to performing this audit. If none, so state.

13. The firm's Code of Conduct.

Describe any other factors that you believe is relevant to your ability to provide audit services. The Town reserves the right to hold oral discussions with individuals and/or firms of their choice to clarify their proposal and to request additional information.

Section 5 - COST PROPOSAL:

The proposal must include a list of applicable hourly rates associated with personnel who will be assigned to this engagement. Include a Total Cost calculation, "not to exceed", for audit services relating to the Financial Statement Audit by applying the above listed hourly rates to budgeted man-hours by position. Include total man-hour budget (hours and rates) with proposal.

You may also be asked to include a projected cost calculation for audit services relating to the State and Federal Single Audit if the need arises - applying the above listed hourly rates to budgeted man-hours by position.

Full itemization is required when submitting invoices. The Town does not anticipate payments outside of the scope of this RFP. Should the need arise to readdress the cost proposal based upon unforeseen conditions it shall be first reported to the Town Selectboard for approval before any additional work is performed. Said conditions shall be limited to issues concerning the condition of records or adequacy of supporting documentation and shall in no way amend the scope of services.

Section 6 - INSURANCE:

The following insurance is required: Professional Liability – Minimum of \$1,000,000 errors and omissions per occurrence. General Liability – Minimum of \$1,000,000 per occurrence based upon the specific work and values involved.

The Firm awarded the contract must assume all risks connected with this work. The Firm shall comply with all State Laws and Regulations concerning Worker's Compensation and shall maintain such insurance as will protect the Firm against all claims for damages for personal injury, including death, and property damage which may arise during or as a result of the work done under this Contract, either by the Firm awarded the contract or by any subcontractor or anyone directly or indirectly employed by either of them.

The Firm awarded the contract shall not commence work under this Contract until all insurance required by this section has been obtained and approved by the Town. Insurance coverage shall remain in effect until all work under the Contract has been completed and accepted. The Firm awarded the contract shall furnish proof of insurance by providing a Certificate of Insurance from the authorized agent. The Town of Charlotte shall be named as the Certificate Holder.

Section 7 - NUMBER OF COPIES:

Respondent must provide one signed original and at least 4 copies of their Proposal one of which must be unbound (for photocopying).

Section 8 - SUBMISSION DEADLINE:

Sealed proposals are due no later than November 10th, 2025 by 4:00 PM. Please note, the Town cannot accept proposals submitted by e-mail. All proposals must be submitted either by mail or by hand to the Charlotte Town Hall. Details for each request, and how to submit a proposal, can be found at the Town's website (<https://charlottevt.org/jobs>). All responses shall be opened and announced publicly by the Charlotte Selectboard.

Any questions should be directed to Carrie Johnson, Interim Town Administrator, at (802)-425-3701 ext. 205, or townadmin@townofcharlotte.com.

Section 9 – BID OPENING & AWARD OF CONTRACT:

Bids will be publicly opened on Monday, November 10th, 2025, at approximately 7:20 p.m. at the Charlotte Town Hall, 159 Ferry Road, Charlotte, Vermont. All bids received by the stated deadline will be opened and recorded at that time.

It is anticipated that the contract will be awarded by the Charlotte Selectboard at its regularly scheduled meeting on Monday, November 24th, 2025, or as soon thereafter as practicable.

The Selectboard will evaluate bids based on the following criteria:

1. Price – Price will be an important consideration, but not the sole determining factor.
2. Professional Competence – Evaluation will consider references, relevant experience, available equipment, staffing levels, and the bidder's proposed approach to the work.
3. Local Preference – All other factors being approximately equal, preference may be given to a local operator, defined as a company located in Charlotte or an operator whose owner or manager resides in Charlotte.
4. Selectboard Discretion – The Selectboard reserves the right to:
 - a. Accept or reject any or all bids;
 - b. Waive informalities or technical defects in any proposal;
 - c. Request clarifications, additional information, or follow-up documentation from any bidder;
 - d. Negotiate the terms, scope, and pricing of submitted bids when deemed to be in the best interest of the Town; and
 - e. Select the bid that, in its judgment, represents the best overall value and serves the best interest of the Town of Charlotte.

Agreement Between
The Town of Charlotte and the Charlotte Volunteer Fire and Rescue Services, Inc.

THIS AGREEMENT, made this _____ day of _____, 2025, by and between the Town of Charlotte and Charlotte Volunteer Fire and Rescue Services, Inc.

WHEREAS, the Town of Charlotte (the "Town") is a Vermont municipality located in Chittenden County; and

WHEREAS, the duly elected Selectboard of the Town (the "Selectboard") has general supervisory authority over affairs of the Town; and

WHEREAS, Charlotte Volunteer Fire and Rescue Services, Inc. ("CVFRS"), is a Vermont non-profit corporation, having been duly incorporated under the laws of the State of Vermont on or about November 21, 1951; and

WHEREAS, CVFRS provides a variety of fire and rescue services to the Town, as further described below (the "Services"); and

WHEREAS, [this agreement supersedes all previous versions of the Agreement](#); and

WHEREAS, CVFRS receives both public and private monies to finance its fire and rescue operations; and

WHEREAS, the Selectboard has the exclusive authority to manage and distribute public monies authorized by the voters to support CVFRS and a fiduciary responsibility to ensure that any expenditures are reasonable and appropriate; and

WHEREAS, the fire and rescue services provided by CVFRS serve the public good and fulfill an essential municipal function; and

WHEREAS, the Town wants to ensure that the fire and rescue services provided by CVFRS continue at the agreed upon level of service, that liability is minimized, and that an environment of cooperation, open communication, transparency and trust exists between the Town and CVFRS; and

WHEREAS, it is the mutual goal of the Town and CVFRS to serve the citizens of Charlotte and maintain the trust and support of the taxpayers to whom they each owe a fiduciary duty and obligation;

NOW THEREFORE, based on the foregoing premises, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Town of Charlotte and CVFRS hereby agree as follows:

1. Agreement Review

The parties hereby agree to review this Agreement at least once every two (2) years and make any changes that are deemed to be necessary and mutually agreeable. [If no changes are so determined and agreed this document shall remain in force as is.](#)

2. Budget; Appropriation.

CVFRS shall present a capital equipment plan and an operating budget to the Selectboard in advance of any annual Town Meeting or any special Town Meeting involving consideration by the voters of a budget for the Town that includes funds for CVFRS. The CVFRS proposed plan and budget shall be in such form, and contain such level of detail, as is mutually agreed upon but, at a minimum, shall include revenue and expenses for the Services to be provided. The budget shall be submitted using the same time schedule required of Charlotte town departments. Upon request, a CVFRS representative familiar with the proposed budget shall appear at one or more public meetings of the Selectboard to discuss the budget and answer any questions that the Selectboard and members of the public may have.

Any Town appropriation to CVFRS for operating expenses shall be distributed by the tenth (10th) of each month in increments equal to 1/12 of the approved annual appropriation.

CVFRS shall meet with the Selectboard to discuss the status of its [actual expenses versus](#) budget for the fiscal year at least once per quarter during the fiscal year.

All or a portion of Town funds appropriated annually for the Services and not expended by CVFRS in the same fiscal year shall become the property of CVFRS (the "Operating Surplus") and shall be posted to a reserve fund [on the balance sheet of CVFRS](#). The [accumulated](#) Operating Reserve Fund shall be used by the CVFRS to fund operating expenses. The balance of this fund, calculated each year as described in Attachment B ("Surplus Calculation Framework") and depicted in Attachment C ("Surplus Calculation Worksheet"), shall not exceed 10% of the average operating appropriation from the Town to CVFRS for the three prior fiscal years (i.e. immediate prior year and two preceding years). Any monies in the Operating Reserve Fund that exceed this cap shall be deemed Excess Surplus, and shall be returned to the Town in a manner to be determined by the Selectboard.

Where CVFRS operating expenses exceed operating revenues by more than the amount budgeted for a fiscal year, it shall be the responsibility of CVFRS to cover said shortfall (the "Deficit") up to a cap of 10% of the average operating appropriation from the Town to CVFRS for the three prior fiscal years. The Town may, but is not required to, provide funding to cover the Deficit in excess of the 10% cap. CVFRS will make all reasonable efforts to stay within budget, and shall inform the Selectboard promptly if it is perceived that there may be a deficit that could necessitate a request for additional funding from the Town.

3. Level of Service; Changes in Service.

In exchange for the distribution of public funds, described above, CVFRS shall provide the Town with all of the following "Services": (1) fire protection, (2) basic emergency medical services, (3) the following advanced rescue services: (a) paramedic-level rescue service, (b) vehicle extraction, (c) ice rescue, (d) water rescue, (e) rope rescue and (f) hazardous material incident management (see Attachment A. Hazardous Materials Ordinance). In the event that CVFRS or the Town seeks to modify the agreed upon level of service, either by increasing services provided, eliminating an existing service, or expanding service into a new geographical area, each shall provide the other with at least 90-days advance notice, together with a written description of the proposed change(s) and the rationale for the same. In addition, CVFRS and the Selectboard shall meet to discuss the budgetary and other consequences of any proposed change. If both parties determine that the proposed change will not adversely affect the public good, will reasonably maintain public safety, and is fiscally prudent, the Selectboard and CVFRS may mutually approve the proposed change. No change in the agreed upon level of service shall occur absent such mutual approval.

All equipment and personnel necessary and proper for the performance of this Agreement shall be provided by CVFRS at its sole cost and expense (or as may be otherwise provided for herein), and all persons engaged in providing the Services shall be subject to the exclusive control, direction and supervision of the CVFRS.

Notwithstanding the above, CVFRS and the Town acknowledge that providing these services often requires the support of mutual aid agencies. CVFRS will both provide support to and receive support from its mutual aid partners in providing the services..

4. Capital Expenditures; Financial Management.

The Town of Charlotte shall maintain the Fire & Rescue Reserve Fund, as established by Town Meeting vote on _____, for funding capital expenditures. Notwithstanding anything in this Agreement, all capital equipment purchases by CVFRS exceeding \$5,000 in total cost, using funds provided by the Town, shall require prior Selectboard approval unless said purchase is of an emergency nature. CVFRS must notify the Selectboard that an emergency purchase is planned within 24 hours of CVFRS determining that such a purchase is needed. For the purposes of this Agreement, an "emergency nature" shall mean that CVFRS must immediately make the capital equipment purchase to avoid a negative impact to the level of service described above. Moreover, consistent with restrictions on the Fire & Rescue Reserve Fund, the Selectboard must approve any capital request from said fund up to and including a cost of \$50,000 prior to purchase. Any capital request from the Fire & Rescue Reserve Fund exceeding \$50,000 in total cost cannot be purchased without first obtaining voter approval. Proceeds from the sale of any equipment originally purchased using monies from the Fire & Rescue Reserve Fund shall be returned to that Fund, unless otherwise authorized by the Selectboard. Notwithstanding anything in this Agreement, CVFRS shall not sell, barter, lease, distribute, dedicate, encumber or convey property or equipment, exceeding \$5,000 in value, purchased using funds provided by the Town, without prior Selectboard approval. CVFRS may, from time to time, lend such equipment to its mutual aid partners provided it notifies the Selectboard within five (5) business days of any such loan expected to last more than one week.

CVFRS shall develop, and update as needed and at least annually, an inventory of assets acquired or enhanced through funds contributed by the Town for submission to the Selectboard. The original cost, date of acquisition and estimated useful life of such assets shall also be included in the inventory. The parties shall work in good faith to resolve any differences regarding the content of the inventory and may seek assistance from qualified professionals, as appropriate.

CVFRS shall budget for, and have performed on an annual basis, an audit of its financial statements (including any special funds) by a Certified Public Accountant licensed and in good standing in Vermont.

CVFRS shall provide to the Selectboard, within sixty (60) days of the issuance of a final audit report, a written response to any recommendations provided in said audit. The CVFRS shall schedule said audit so that the final audit report shall be ready for printing in the Annual Town Report. Reasonable efforts shall be made to have the written response ready for printing in the Annual Town Report as well.

5. Communication; Town Representation on CVFRS Board; Conflicts.

At least one member of the Selectboard shall be appointed by the Selectboard to serve on the CVFRS Board for a one-year term (the "Selectboard Member of the CVFRS Board"), which appointment shall continue from year to year (absent removal by the Selectboard or resignation) unless and until a replacement is designated by the Selectboard. The Selectboard Member of the CVFRS Board shall have the same rights, duties, and obligations as any other CVFRS Board member.

CVFRS, through the Selectboard Member of the CVFRS Board, shall provide the Selectboard with copies of all CVFRS corporate board meeting minutes, monthly financial statements (including Revenue and Expenses by Department, Budget versus Actual, Patient Billing Summary, and account balances), budget and audit reports, and any amendments to CVFRS' articles, bylaws or standard operating procedures or guidelines. CVFRS shall also provide the Selectboard copies of all notifications from supervisory or regulatory agencies regarding compliance with certifying or licensing agency requirements that affect or may potentially affect the ability of CVFRS to provide the full level of services agreed to in Section 3 of this agreement. Such copies shall be provided to the Selectboard within two business days of receipt by CVFRS.

In the event of a conflict between the interests of CVFRS and the Town, the Selectboard Member of the CVFRS Board shall have a first duty of loyalty to the Town. In the event of a conflict between the provisions of this Agreement and CVFRS' articles, bylaws and/or standard operation procedures and guidelines, this Agreement shall control.

Notwithstanding any of the foregoing, the parties acknowledge that CVFRS is not a "public body" or "public agency" within the meaning of either Vermont's Public Records Act or Open Meeting Law, and nothing in this Agreement shall give rise to any right or remedy against CVFRS under the provisions of law related thereto. The Town alone shall have the right to enforce a breach of this Agreement on behalf of the residents of the Town against CVFRS or any member or officer thereof.

6. Indemnification; Insurance.

CVFRS and the Town shall indemnify and save each other harmless from and against all loss, cost, damage, liability, and expense, including reasonable attorneys' fees, arising from injury or death of any person or damage to property in and about the Fire Station building and any fire and rescue vehicles or equipment, including but

not limited to injury or death of any person or damage to property caused by failure to maintain the Fire Station building, grounds, and equipment or in training for or responding to an emergency situation, except for grossly negligent acts or omissions or intentional misconduct by either party. This indemnification shall survive the termination of this Agreement.

CVFRS shall at all times budget, pay for and maintain a policy or policies of general liability insurance, naming the Town as an additional insured, against all claims or demands for personal injuries to, or the death of, any person, and damage to or destruction or loss of property, which may have, or may be claimed to have, occurred in or about the Fire Station building and lands, or involve other property or equipment, whether or not owned by the Town, in the amount of not less than One Million Dollars (\$1,000,000.00) per person or occurrence, and Three Million Dollars (\$3,000,000.00) per claim. CVFRS shall deliver to the Town a certificate of such insurance coverage by the first day of each fiscal year (July 1), and shall provide a new certificate at the beginning of each fiscal year thereafter. Such policy or policies of insurance shall not be cancelled, reduced in amount, or materially reduced in coverage, except upon 60-days written notice to the Town

7. Compliance with Law.

CVFRS shall at all times comply with all local, state, and federal laws, ordinances, orders and regulations in connection with its operation of a fire and rescue service.

8. Necessary Actions.

CVFRS and the Town hereby agree to take or cause to be taken such further actions, and to execute, deliver and record, or cause to be executed, delivered and recorded, such further documents and instruments that may be reasonably necessary to fully effectuate the purposes, terms and conditions of this Agreement

9. Termination.

This Agreement shall terminate upon any of the following events:

- a. The dissolution, insolvency or bankruptcy of the CVFRS;
- b. The dissolution, insolvency or bankruptcy of the Town;
- c. The expiration of one hundred and eighty (180) days after CVFRS' receipt of written notice that the Town has adopted a resolution establishing a municipal department that performs the Services;

- d. The expiration of one hundred and eighty (180) days after CVFRS' receipt of written notice that the Town intends to use another entity to provide the Services;
- e. The expiration of one hundred and eighty (180) days after Town receipt of written notice that the CVFRS no longer intends to provide the Services.
- f. The parties enter into a new written agreement which expressly supersedes this Agreement.

10. Effects of Termination

Upon the termination of this Agreement all obligations of the parties to the Agreement shall cease except for those obligations created by this section:

a. The parties acknowledge that the Town has made substantial contributions of funds to acquire or enhance assets held by CVFRS, including the fire station building, vehicles and equipment. Thus, in the event of a termination pursuant to Paragraphs

9.a, 9.c, 9.d or 9.e, above, CVFRS shall endeavor to restore to the Town the fair market value of those contributions.

b. In the event of a termination, as described above, CVFRS shall either:

- 1. Dispose of the inventory of assets by conveyance, distribution or dedication to the Town by the CVFRS Board at a Special CVFRS Board Meeting called for that purpose; or
 - a. Reimburse the Town in cash for the fair market value of the fire station building, as determined by the Town's hired appraiser, using generally accepted real estate appraisal methodology. Any issues or disputes under this subsection shall be referred to a mutually agreed qualified appraiser for final resolution; and
 - b. Reimburse the Town in cash for the fair market value of any vehicles or equipment acquired or enhanced through funds contributed by the Town. Any issues or disputes under this subsection, including issues regarding valuation or depreciation/useful life, shall be referred to a mutually agreed qualified appraiser for final resolution.

By mutual agreement, the parties may modify this subsection (b) to allow for reimbursement to the Town through any combination or apportionment of assets (including any property, whether real or personal and tangible or intangible) and cash that they deem appropriate

11. Amendment.

This Agreement may be amended or modified by mutual written agreement of the parties.

12. Notice.

Any notice required to be given under this Agreement shall be in writing and mailed to the addresses listed below (or such other address as a party may designate) or hand delivered to the other party at a duly warned meeting of CVFRS or the Selectboard.

TOWN OF CHARLOTTE
159 Ferry Road
P.O. Box 119
Charlotte, VT 05445

CVFRS
170 Ferry Road
P.O. Box 85
Charlotte, VT 05445

13. Governing Law; Severability

This Agreement shall be governed by the laws of the State of Vermont. All rights and remedies provided by this Agreement or by law or in equity or by statute shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy now or hereafter existing to enforce this Agreement. If any provision of this Agreement shall be deemed to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law.

14. Entire Agreement.

This Agreement represents the entire agreement between the parties and all prior agreements, offers, negotiations and representations not herein expressly contained shall be of no force and effect.

15. Assignment; Binding Agreement.

CVFRS shall not assign this Agreement or any interest hereunder without the written approval of the Selectboard. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

16.No Waiver.

No failure by either party to insist upon the strict performance of any term hereunder or to exercise any right, power, or remedy consequent upon a breach thereof shall constitute a waiver of any breach of any such term. No waiver of any breach shall affect or alter this Agreement, which shall continue in full force and effect, or the rights of either party with respect to any other existing or subsequent breach.

17. Captions.

The captions or marginal words are inserted only as a matter of convenience and reference and in no way define, limit, or describe the scope of this Agreement nor the intent of any provisions hereof.

DATED at Charlotte, Vermont the _____ day of _____, 2025

TOWN OF CHARLOTTE

By : _____
Its Duly Authorized Agent

CHARLOTTE VOLUNTEERS FIRE
AND RESCUE SERVICES, INC.

By: _____
Its Duly Authorized Agent

Attachments

- Attachment A: Hazardous Materials Ordinance
- Attachment B: Surplus Calculation Framework
- Attachment C: Surplus Calculation Worksheet