

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE TOWN OF ARLINGTON, VERMONT
AND K. JOHN SMITH
REGARDING INSTALLATION AND MONITORING OF
GROUNDWATER MONITORING WELLS
FOR PARCEL NOS. 21-1-01 AND 21-1-05

This Memorandum of Understanding (“MOU”) is entered into by the Town of Arlington, Vermont (“Town”) and Kenneth John Smith and Melissa M. Smith of 3516 Sunrise Ridge Court, Roanoke, Virginia (“Smiths”) to serve as an indication of the Parties’ intent to allow the Town to install and monitor groundwater monitoring wells for the purpose of establishing seasonal high water table data at certain real property owned by the Smiths.

The Town and Smiths (collectively, the “Parties”) hereby agree as follows:

A. PURPOSE AND BACKGROUND

- a. The purpose of this MOU is to grant the Town access to certain real property (“Property,” as more fully defined in Paragraph A.2 below) owned by the Smiths to install and monitor groundwater monitoring wells to establish seasonal high water table (“SHWT”) data required for state wastewater permitting purposes.
- b. The Property that is the subject of this MOU consists of the following two (2) parcels: Parcel No. 21-1-01, located on East Arlington Road, Arlington, Vermont; and Parcel No. 21-1-05, located on Warm Brook Road, Arlington, Vermont. The two (2) parcels together encompass approximately 60 acres, more or less (the “Smith Site”).
- c. This work follows the Town’s prior test pit investigation of the Smith Site, conducted pursuant to a separate MOU between the Parties and summarized in Otter Creek Engineering’s memorandum to the Town’s Wastewater Committee dated August 12, 2026 (the “OCE Memorandum”). The OCE Memorandum recommended that the Town install groundwater monitoring wells at the site to establish seasonal high water table data required for permitting, noting that conducting groundwater monitoring by recording water levels in the monitoring wells daily throughout March, April, and May of a calendar year allows for capturing the seasonal high groundwater period, and that this additional data could show the site’s capacity to be larger than what was presented in that preliminary memorandum.

B. ROLES AND RESPONSIBILITIES

1. Town’s Responsibilities

- a. The Town will access the Property via the old logging road off Warm Brook Road and/or the new logging road off East Arlington Road.
- b. The Town, by and through its Highway Department, contractors, agents, and/or assigns, will install groundwater monitoring wells at locations within the area identified during the prior test

pit investigation, generally as shown on the map attached as Exhibit A hereto. The Town anticipates installing up to twelve (12) monitoring wells.

- c. The Town, or its contractors, agents, and/or assigns, will monitor the wells by recording water levels on a regular basis, including daily readings throughout March, April, and May of 2027, in order to capture the seasonal high groundwater period, consistent with the recommendation in the OCE Memorandum.
- d. The Town will provide the Smiths with a summary of the monitoring data collected and the results of its engineering analysis.
- e. Upon completion of monitoring, the Town or its contractor, agent, and/or assign will decommission and remove each monitoring well in accordance with applicable state well-abandonment standards, unless the Parties agree in writing that one or more wells may remain in place for a defined additional period.
- f. The Town will avoid, to the extent practicable, damaging the Property beyond as is necessary to complete the work contemplated in Paragraphs B.1(a) through (e) herein.
- g. After completion of all work, the Town or its contractors, agents, and/or assigns will repair any damage to the logging roads and/or Property to the extent practicable.
- h. The Town will avoid, to the extent practicable, damaging any timber remaining on the Property.
- i. The Town anticipates well installation will occur during the winter or early spring of 2026–2027, with monitoring continuing through May 2027, and completion of all work, including well decommissioning, by June 30, 2027.

2. Smiths' Responsibilities

- a. The Smiths agree to grant the Town access to the Property to conduct the work outlined in Paragraph B.1 herein, including via the two logging roads, for the duration of the work, including periodic access for the purpose of recording water levels in the monitoring wells.
- b. The Smiths agree to comply with any reasonable requests for information by the Town, its contractors, agents, and/or assigns in furtherance of the work outlined in Paragraph B.1 herein.

C. DURATION

- a. This MOU will be effective as of the date of the last Party's signature, under Paragraph F ("Effective Date").
- b. This MOU will be effective from the Effective Date through June 30, 2027, unless extended by mutual, written agreement of the Parties, or terminated pursuant to Paragraph E.

D. RELEASE OF CLAIMS AND WAIVER OF LIABILITY

- a. The Smiths understand that the installation and monitoring of groundwater monitoring wells by the Town, its contractors, agents, and/or assigns, including the use of drilling or excavation equipment, involves inherent risks of personal injury, property damage, or loss. Recognizing this risk, the Smiths have requested and authorized Town personnel to enter the Property, including

with such equipment, to install, monitor, and later decommission the wells, as contemplated in this MOU.

- b. The Smiths agree to waive and release rights and claims of any nature they may have against the Town and any of its affiliates, employees, agents, and representatives, for any and all injuries, damages, or losses of any nature that they may suffer as a result of the Town's entry onto the Property for the purpose of installing, monitoring, and decommissioning the groundwater monitoring wells. The Smiths agree they will not hold the Town responsible for any injuries, damages, or losses incurred by them as a result of the Town's entry onto the Property for these purposes. This release shall not apply to any acts or omissions by the Town taking place prior to or after the Town's entry onto the Property for the purposes herein described, or from damages as a result of gross negligence by the Town, its contractors, agents, or assigns.

E. TERMINATION

- a. Should any of the Parties need to withdraw from this MOU, such withdrawal may only be done in writing by providing the other Parties with at least 30 days' notice of intent to withdraw, unless the reason for withdrawal is due to gross negligence by the other Party.
- b. Unless the Parties mutually agree to extend the MOU pursuant to Paragraph C.2 above or a Party withdraws from this MOU pursuant to Paragraph E.1 above, this MOU will terminate upon the Town's completion of the work outlined in Paragraph B.1 above, including decommissioning of the monitoring wells.

F. SIGNATURES

For the Town of Arlington, Vermont:

Katie Dixon

Town Administrator

KENNETH JOHN SMITH

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Roanoke, Virginia 24012

MELISSA M. SMITH

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