06b

Colchester Selectboard
May 12, 2026

ACTION SHEET

Approve Contract with Green Mountain Transit for ADA and Fixed Route Services

RECOMMENDED ACTION: The Colchester Selectboard moves to authorize Aaron Frank, Town Manager, to execute a ten-year service agreement with Green Mountain Transit as outlined in the May 9, 2026 Memo Re: "Contract with Green Mountain Transit for ADA and Fixed Route Transit Services."

Colchester VERMONT **MEMO** From the Office of the Town Manager

To: Colchester Selectboard

From: Aaron Frank, Town Manager

Date: May 12, 2026

Re: **Update** - Contract with Green Mountain Transit for ADA and Fixed Route Transit Services

The Issue: The issue is whether or not the Selectboard will approve a motion to authorize Aaron Frank, Town Manager, to execute a ten year service agreement with Green Mountain Transit.

Update: The agreement has been updated so that

1) section 9(a)(3) refers to (a) Termination for Cause rather than (b) Termination without cause which was an error in drafting.
2) Section 5(a) does not require a discount for ADA as members may at some point in the future not provided an ADA discount. (GMT currently calls the percentage paid by member communities for ADA a "discount." It may be more proper to call it a member contribution. GMT may use state and federal funding to fund the difference between what the GMT board chooses to charge the GMT members for ADA service costs, but doing so reduces the amount of state and federal funding available for fixed route services.)
3) Section 9(e) no longer refers to serving Costco. This Service has not been planned by GMT, nor is it anticipated. If GMT were to serve Costco AND Shaws, it would very likely increase driver pay hours, and depending on the number of hours, that could impact the amount to be paid by Colchester, adding an unknown cost to the agreement. It is easier to remove the reference to Costco and keep the financial aspects of the contract more certain.

General Background: The Town of Colchester provides funding for three different public transportation services: 1) Fixed Route Public transit; 2) Americans with Disabilities Act Public Transit; and 3) Older Adults and Persons with Disabilities Public Transit. The State of Vermont provides Medicaid transportation. These services are provided through Green Mountain Transit which in turn contracts with Special Services Transportation Agency for Americans with Disabilities Act Public Transit; and Older Adults and Persons with Disabilities Public Transit. Medicaid transportation is arranged differently. Details of these programs follow.

1) Fixed Route Public Transit: Colchester has two fixed transit routes, the Essex Route which runs from Burlington to Winooski to Colchester to Essex Junction and the Milton Commuter Route that runs from Burlington to Winooski to Colchester to Milton. In FY 26, Colchester will pay $49,223 for these two services which is an annually recurring but increasing expense.

A. The Essex Junction Route, which serves Colchester and for which Colchester pays its full share, is the highest quality public transit route in the State of Vermont with service every day of the week and 42 round trips per weekday from 6:00 a.m. to 11:35 p.m., running as frequently as every 20 minutes. The Essex Route serves a continuous multi-story, high-density commercial and residential population along the entire route which makes this high level of service viable.

B. The Saint Albans Commuter Route, which serves Exit 16, Severance Corners and Creek Farm Plaza, Milton and Saint Albans offers five round trips weekdays beginning at 5:50 a.m. and ending at

6:05 p.m. There is not now, nor will there ever be, continuous high-density development along this route due to geographical and environmental constraints. The Town began funding the Milton Commuter route in 2013, prior to which GMT ran the route on the interstate to bypass Colchester. The Milton Route was discontinued, and the Saint Albans Commuter route was altered to make off-interstate stops in Colchester and Milton to reduce costs for GMT. This also made it unattractive for commuters from Saint Albans, who have other choices as it increased travel time drastically.

2) **Americans with Disabilities Act Public Transit**: Colchester has Americans with Disabilities Act (ADA) Public Transit within ¾ miles of Essex Route during the times this route is operated. In FY 26 the Town of Colchester will pay $74,531to fund this program of GMT, which is an annual and increasing expense with the increase being based both on ridership increases and service expense increase.

3) **Older Adults and Persons with Disabilities Public Transit:** This is a State program to provide transportation to older adults and persons with disabilities who do not live within ¾ mile of a route with ADA paratransit. Colchester has the largest single annual municipal funding of this program in the entire state in FY 26 at $227,404 of which Colchester's share is $76,180. The services under this program are delivered by SSTA via contract with GMT. Beginning July 1, 2026, Rural Community Transit will be administering the grant for this program.

4) **Medicaid Transportation:** Medicaid Transportation is a non-emergency medical transportation service provided to individuals who need access to Medicaid-covered medical appointments. It is funded with state and federal taxes. Service is provided by SSTA, volunteers paid for mileage and through cab companies arranged through the Vermont Public Transit Association which is under contract to the Vermont Department of Health Access.

The Town of Colchester pays for public transit services on the same basis as a member and also paid for capital buy in and annual capital to GMT on the same basis as members. The Town of Colchester pays more for public transit than most of GMT's members—more than three of its eight urban members in Chittenden County.

Specific Background: Currently, Colchester receives fixed route (Essex Junction and Saint Albans Commuter and ADA public transportation services from Green Mountain Transit under a 2019 update of a contract initially agreed to by the Town and Green Mountain Transit (GMT) in 2013. The contract provides for transit service as noted above with past year, current year and future year (first year of the new contract is FY 27) fees as follows:

	Essex Jct	Franklin Cty.	Cap. Match	ADA	Total
FY 25	$ 23,401	$ 40,213	$1,523	$58,419	$109,549
FY 26	$ 18,979	$ 32,614	$1,555	$74,531	$127,678
FY 27	$ 18,249	$ 31,359	$1,605	$59,422	$124,638

FY 28 will or may change due to the following:

a) Colchester will be charged the full member rate for the Essex Junction Route (which we have been paying half of since FY 13, although at the same time we have been paying half the cost of the Franklin County/Milton Commuter along with Milton which the GMT members Winooski and Burlington do not pay for).
b) The GMT Board is considering removing the Colchester portion of the Franklin County Route because combining the Franklin County Commuter with the Milton Route made the route less attractive to riders from Franklin County as it takes too long driving on Route 7.
c) The GMT Board is considering rearranging the Burlington Riverside/Winooski Route into Colchester to reduce service to Malletts Bay Avenue and instead provide access to a shopping and drug store on that route at Shaws on Upper Mountain View Drive in Colchester. The contract does not charge any costs to that route to Colchester, as it will not generally benefit Colchester residents. However, it will increase the Colchester ADA ridership by about 15% as it increases the ADA service area into Colchester. The agreement will charge Colchester for these ADA related costs beginning in FY 28.
d) The GMT Board may consider increasing the local ADA share from 50% to 55% in FY 28. They are using the wording, "reduce the discount." This change is likely.

The changes in costs between FY 27 and FY28 will be roughly zero if the GMT Board makes the change described in b) and d) above and approximately $26,000 more if they do not but do make the change in c. All these changes are likely but uncertain. The Town has little influence on these matters, and I recommend leaving it to GMT riders and the community to weigh in on both.

Future years could require additional increases both to the amount of fixed route contributions from all members and the Town of Colchester as well as additional increased in the ADA share.

Colchester residents receive value from these services. The Essex Junction Route is very productive, and the ADA service is very needed. There is a termination for no cause clause, but it has a long lead time as it need to fit in GMT's budget and assessment cycle. Prior to the contracts which began in 2013, the Town of Colchester voluntarily paid 100% of the ADA costs. We are not legally required to pay the ADA costs, but not doing so would cause our neighboring communities to pay these costs as GMT is required to provide the ADA services due to federal civil rights law.

This agreement must also be approved by the GMT Leadership Committee which meets on 5/11 and the full GMT Board on 5/19. I will share the outcome of the Leadership Committee at the Selectboard meeting.

The agreement has been reviewed by Attorney Dave Rugh as Monaghan/Safar had a conflict as they are also GMT's attorney.

Staff Recommendation / Proposed Motion: The Selectboard moves to authorize Aaron Frank, Town Manager, to execute a ten-year service agreement with Green Mountain Transit as outlined in the May 9, 2026 Memo Re: Contract with Green Mountain Transit for ADA and Fixed Route Transit Services."

PUBLIC TRANSIT SERVICE AGREEMENT

This Public Transit Service Agreement (the "Agreement") is entered into on this ___ day of_____, 2026, between the Town of Colchester, a chartered Vermont municipality with a place of business of 781 Blakely Rd. Colchester, Vermont **(**"Colchester"), and the Green Mountain Transit, a chartered Vermont municipality with a place of business at 101 Queen City Park Road, Burlington, Vermont ("GMT").

SECTION 1: PURPOSE

The purpose of this Agreement is to establish the terms for providing public transit service within and for the benefit of Colchester and the surrounding region, including fixed route, demand-response, commuter, paratransit, and other authorized public transit services. This Agreement also sets forth Colchester's funding obligations for certain existing GMT public transit services serving Colchester, including the Essex Junction Route and Franklin County Commuter Route, along VT Route 15 and US Route 7, in Colchester, respectively.

SECTION 2: TERM, RENEWAL

The term of this Agreement shall be ten (10) years, beginning on July 1, 2026 and ending on June 30, 2036, unless earlier terminated or extended in accordance with this Agreement. If Colchester does not become a member of GMT prior to the expiration of this Agreement, any extension or renewal of this Agreement shall be on mutually agreeable terms and documented by written amendment and submitted for approval by the Parties' respective governing bodies by May 21, 2036.

SECTION 3: AVAILABILITY OF FUNDING

This Agreement is subject to funding availability from GMT's current members and other state and federal sources.

If Milton's membership status changes, or if Milton's share of the Franklin County Commuter Route service falls below fifty percent (50%) of the local match in any fiscal year from FY27 through FY36, GMT or Colchester may request that the Parties renegotiate or terminate this Agreement pursuant to Section 9. Any renegotiation of this Agreement shall be subject to terms mutually agreed upon by GMT, its member communities, and Colchester.

References to "FY" or "fiscal year" in this Agreement mean GMT's fiscal year.

SECTION 4: GMT RESPONSIBILITIES

GMT expressly acknowledges, understands, and agrees that:

a. **Membership Assistance**. GMT shall assist Colchester in efforts towards a membership vote should Colchester decide to call a vote on membership in GMT.

b. **Reporting.** GMT shall, on a quarterly basis, provide Colchester with reports on route and ADA ridership for services operating in Colchester, including monthly, annual ridership, and prior year/month ridership.

c. **Compliance.** GMT shall comply with all federal, state, and local laws, rules, ordinances, executive orders, and other legal requirements that apply to the public transit services provided pursuant to this Agreement.

d. **Colchester's Capital Buy-in Membership Payment.** GMT acknowledges payment in full of Colchester's capital buy-in membership payment, in the amount of $40,512, during the 2020-2026 term of the parties' public transit service agreement. This payment fully satisfies any and all capital buy-in requirements that would otherwise be required as a prerequisite to membership, in the event that Colchester becomes a member of GMT pursuant to the terms outlined in the GMT charter. Should this Agreement terminate, for any reason, prior to the end date named in Section 2, this provision shall survive, unless it is otherwise memorialized in a different duly executed legal instrument, to which both GMT and Colchester are a party.

SECTION 5: COLCHESTER RESPONSIBILITIES

Colchester expressly acknowledges, understands, and agrees that:

a. **ADA Paratransit Assessment.** Colchester shall pay an ADA paratransit assessment at the GMT member rate, presently at 50%, which may be adjusted in the future but shall remain equal to the rate assessed to GMT members. Colchester shall benefit from the receipt of any expenses for non-member community ADA riders in the same way that GMT members are so treated.

   Should the ADA service area within Colchester be expanded as a result of any geographic expansion of fixed-route services, the terms set forth in this section shall continue to apply.

b. **Fixed Route Funding.** Colchester shall support the Essex Junction and Franklin County Commuter Routes within Colchester pursuant to the financial terms set forth in this Section, subject to increases or decreases in the annual assessment amount as approved by GMT's Board of Commissioners. Colchester shall pay the same percentage increase or decrease in annual assessment as GMT members. These shall be payable annually on July 31.

c. **Franklin County Community Route.** If the Franklin County Commuter route completely stops service within Colchester during this Agreement, Colchester will receive a prorated refund, calculated from the last day of service, for the fiscal year in which service ends and will not be responsible for future payments for the route. All other payments included in this agreement shall continue and be subject to the same changes applicable to GMT member municipalities as allowed by GMT's Charter and Bylaws and subsequently approved by the GMT Board of Commissioners.

d. Colchester's Costs. Colchester's costs under the Agreement are as written below for the past, current, and upcoming fiscal years. Amounts due in future years (beyond FY27) will be determined by GMT's member assessment formula:

	Essex Jct. #2	Franklin Cty. #56	Cap Match	ADA	Total
FY 25	$ 18,249	$ 31,359	$1,523	$58,419	$109,550
FY 26	$ 18,979	$ 32,614	$1,555	$74,531	$127,678
FY 27	$ 23,401	$ 40,213	$1,605	$59,422	$124,638

For clarity, in FY27, the total amount due from Colchester under this Agreement shall be $124,641.

In FY28, Colchester's total amount due will be calculated as follows:

- The Essex Jct. #2 fee amount will be based on doubling the FY27 Essex Jct. #2 route and adding the annual increase to all GMT member fixed route services.
- The Franklin Cty. #56 fee amount will be the amount in the table shown above and the annual increase to all GMT member fixed route services.
- Capital Match fee amount which will be calculated on the same basis as to member municipalities.
- ADA fee amount which will be calculated based on the ADA assessment charged to member municipalities.

e. Riverside/Winooski Route. If the Riverside/Winooski route extends to the Shaw's on Mountain View Drive in Colchester during the term of this Agreement, it shall be considered a "new service" as defined by Section 2(a) of Attachment A to the GMT Charter. Since this specific service extension will not increase driver pay hours, Colchester will not be responsible for any additional payment related to this extension of service during the term of this Agreement. For the purposes of satisfying Section 2(c) of Attachment A to the GMT Charter, this Section 5(e) shall constitute the funding package referenced therein, to be approved by the GMT Board of Commissioners, should the extension be implemented.

f. Notwithstanding the preceding subsections and any other references to future costs or assessments, GMT reserves the right to modify its member assessments in accordance with its charter or bylaws, upon which Colchester shall be subject to the same terms (regarding payment procedures, timelines, and assessment methodology, etc.) as GMT members for any such costs or fee assessments.

SECTION 6: GOVERNANCE AND MUNICIPAL INPUT

Prior to Colchester becoming a member pursuant to the GMT Charter, Colchester shall not have representation on GMT's Board. Because this Agreement facilitates Colchester's participation in regional transportation service, municipal input shall be coordinated between the Colchester Town Manager (or designee) and the GMT General Manager (or designee). Opportunities for public input regarding service changes and fare adjustments shall be governed by GMT's established public hearing policies or other relevant state and federal requirements.

SECTION 7: DELAYS

GMT shall not be deemed to be in default of this Agreement, and shall not be liable for any damages, penalties, setoff, offset, abatement, reimbursement, or termination for cause, to the extent any delay, failure, suspension, interruption, or nonperformance of transit services or any other obligation under this Agreement is caused, directly or indirectly, by an Excusable Delay.

For purposes of this Agreement, "Excusable Delay" means any event or circumstance, whether foreseen or unforeseen, beyond GMT's reasonable control and without GMT's fault or negligence, that impairs or prevents GMT's performance despite GMT's commercially reasonable efforts to avoid, mitigate, or overcome the event or circumstance.

Excusable Delay includes, without limitation:

a. **Force Majeure Events.** Acts of God; fire; flood; earthquake; extreme weather; severe storms; landslides; civil disturbance; riot; insurrection; sabotage; terrorism; war; embargo; government action, order, directive, restriction, or regulation; declaration of emergency; public health emergency; epidemic; pandemic; quarantine; utility failure; power outage; cyberattack; network disruption; equipment failure not caused by GMT's gross negligence or willful misconduct; and any other similar event beyond GMT's reasonable control.

b. **Labor Disputes.** Any strike, picketing, lockout, work stoppage, slowdown, work-to-rule action, sit-down, boycott, job action, labor unrest, or other labor-related interference affecting GMT, its subcontractors, suppliers, vendors, or other service providers, whether or not GMT is a party to the dispute.

c. **Third-Party Failures.** Any failure, delay, interruption, or nonperformance by a third party, including contractors, suppliers, fuel providers, maintenance providers, utilities, technology providers, governmental agencies, or other service dependencies, to the extent such failure affects GMT's ability to perform.

d. **Other Causes Beyond Control.** Any other cause or event beyond GMT's reasonable control that GMT could not reasonably have prevented, avoided, or remedied by the exercise of due diligence and commercially reasonable efforts.

GMT shall use commercially reasonable efforts to resume performance as promptly as reasonably practicable and to mitigate the effects of an Excusable Delay, but GMT shall not be required to incur unreasonable expense, alter operations, or procure substitute performance at a loss.

GMT shall provide Colchester with written notice of an Excusable Delay as soon as reasonably practicable after GMT becomes aware that the event is likely to affect service. Email notice shall satisfy this requirement. GMT's failure to provide reasonably prompt notice shall not itself constitute a default or waive GMT's rights under this Section unless Colchester proves actual harm or prejudice caused solely by the delay in notice.

No Excusable Delay shall constitute grounds for termination for cause unless the Agreement expressly states otherwise and the delay continues beyond a separately stated cure or suspension period.

SECTION 8: FINANCIAL ADJUSTMENT FOR SERVICE INTERRUPTION;

DISCONTINUATION

Notwithstanding the foregoing in Section 7, if an Excusable Delay results in a cumulative interruption of scheduled service exceeding three (3) scheduled service days in any fiscal year, then Colchester shall be entitled only to the limited credit expressly provided in this Section, and no other remedy. The first three (3) scheduled service days of interruption in each fiscal year shall not entitle Colchester to any credit, reimbursement, damages, or other compensation.

For any service interruption beyond the three-day threshold, Colchester shall receive a pro rata credit equal to Colchester's contribution for the Essex Junction Route and Franklin County Commuter Route, calculated on a per-diem basis for each full scheduled service day actually missed.

No credit shall be owed for partial-day interruptions, delayed starts, reduced frequency, modified routing, substitute service reasonably provided by GMT, or interruptions caused by Colchester, its agents, or force majeure events affecting Colchester's own obligations.

Franklin County Commuter Route. If GMT discontinues service to the Franklin County Commuter Route before the end of the applicable service year for which Colchester has made a financial contribution, GMT shall provide Colchester with a proportional refund of Colchester's contribution to the Franklin County Commuter Route. The refund will be calculated based on the period between the effective date of termination and the last day of the applicable service year under this Agreement

SECTION 9: TERMINATION

a. **Termination for Cause.** Either party, at its option and sole discretion, may terminate this Agreement for cause upon providing sixty (60) calendar days' prior written notice to the other party. For the purposes of this Agreement, "for cause" shall be defined as the occurrence of any of the following:

1. **Insolvency; Lack of Funding, or Cessation of Business:** If the other party ceases or suspends business operations; lacks available funding; admits in writing its inability to pay its debts as they mature; makes a general assignment for the benefit of creditors; or becomes the subject of any voluntary or involuntary proceeding related to bankruptcy, insolvency, liquidation, or reorganization which is not dismissed within sixty (60) calendar days of commencement.

2. **Breach and Failure to Cure:** If either party fails to perform any obligation or comply with any provision under this Agreement, and such failure is not resolved through the Dispute Resolution process set forth in Section 10 of this Agreement.

3. **Exhaustion of Dispute Period:** Termination under subsection (a) above may only be initiated after the thirty (30) day negotiation period described in Section 10 has expired without a mutually agreeable resolution. The sixty (60) day termination notice period shall run concurrently with, or follow, the conclusion of the Section 10 process.

b. **Termination Without Cause.** Either party may terminate this Agreement without cause, provided that the terminating party strictly adheres to the following notice requirements, including timelines:

1. **Notice Deadline:** Written notice of termination under this Section must be delivered to the non-terminating party on or before July 1st of any given year.

2. **Effective Date of Termination:** Termination shall not become effective until July 1st of the following calendar year (the "Effective Date"). This ensures a minimum notice period of one full GMT fiscal year. The parties acknowledge and agree that this extended notice period is a material term of the Agreement, necessary to provide GMT with sufficient lead time for transit planning, route adjustments, and workforce management and maintain parity with the withdrawal notice requirements set forth in the GMT Charter for member municipalities.

3. **Continued Performance and Funding:** During the interval between the delivery of the notice and the Effective Date, this Agreement shall remain in full force and effect. Both parties shall continue to perform all duties and obligations, including Colchester's obligation to provide its local share of funding, for the duration of the notice period.

c. **Termination upon Membership.** Should Colchester become a member of GMT in accordance with GMT's Charter within the term of this Agreement, this Agreement shall terminate on the effective date of Colchester's membership in GMT.

d. **Effect of Termination.** Should the Agreement not be renewed after the initial ten-year term, or should it be terminated prior to its expiration without Colchester becoming a GMT member, GMT may, in its sole discretion, discontinue the Franklin County Commuter Route's use of Route 7 through Colchester, including any associated stops in Colchester.

e. **No Waiver.** Termination of this Agreement by either party shall not prejudice or be deemed to be a waiver of any rights or remedies which that party might have against the other due to any default or failure in performance by that other party under the terms of this Agreement up to and including the date of termination.

SECTION 10: DISPUTE RESOLUTION

a. **Notice of Dispute:** If either party (the "Aggrieved Party") determines that the other party's performance is inconsistent with this Agreement, the Aggrieved Party shall provide the other party with written notice. The notice must include a reasonably detailed description of the alleged non-compliance; the names of all parties involved; the date(s) of the occurrence; and any prior informal efforts to resolve the issue.

b. **Response Period:** The receiving party shall have thirty (30) calendar days from receipt of the notice to provide a written response. This response shall either deny the allegation with a supporting rationale, clarify the circumstances of the performance, or propose a specific plan and timeline for cure or resolution.

c. **Good Faith Negotiation:** Following the receipt of the response, both parties shall engage in good faith negotiations to resolve the dispute.

d. **Condition Precedent to Termination.** The parties must engage in the dispute resolution process described in this Section for at least thirty (30) calendar days following the receipt of the response before pursuing termination. If the parties are unable to reach a mutually agreeable resolution within this period, either party may then proceed with termination in accordance with the procedures set forth in Section 9 (Termination) of this Agreement.

SECTION 11: INDEMNIFICATION

To the extent permitted by Vermont law, each party to this Agreement agrees to defend, indemnify, save and hold harmless the other, and each of their respective directors, officers, board members, managers, agents and employees, from and against all liabilities, suits, obligations, claims, demands, damages, fines, costs, settlements, and expenses, including reasonable attorney's fees, arising under this Agreement to the extent that such are attributable, directly or indirectly, to the indemnifying party's negligence, error, omission, or intentional act.

SECTION 12: CHANGES REQUIRED BY LAW, ORDER, OR REGULATION

If any provision of this Agreement violates or conflicts with, or is determined to violate or conflict with applicable laws, regulations or ordinances, or an order of any court of competent jurisdiction, the parties shall amend or reform such provision so it complies fully with such laws, regulations, ordinances, orders or judgment; provided, however, that in the event such amendment would frustrate the purpose of the Agreement or make it financially impractical for one or the other party to perform its obligations hereunder, such party may terminate this Agreement pursuant to Section 9.

SECTION 13: RELATIONSHIP OF PARTIES

Each party to this Agreement shall act in its individual capacity and not as an agent, employee, partner, joint venture, associate, or any other representative capacity of the other. Each party shall be solely responsible for its acts or the acts of its agents and employees during the performance of this Agreement.

SECTION 14: INTEGRATION

This Agreement represents the entire Agreement of the parties with respect to the subject matter hereof, and all agreements entered into prior hereto with respect to the subject matter hereof are revoked and superseded by this Agreement, except for Colchester's capital buy-in membership payment that was made pursuant to the parties' 2020-2026 Agreement, and no representation, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein.

SECTION 15: AMENDMENT

This Agreement may not be changed, modified or rescinded except in writing, signed by all parties, hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

SECTION 16: ATTORNEY'S FEES

In the event suit is brought or an attorney is retained by any party to this Agreement to enforce the terms of this Agreement or to collect any monies due hereunder, or to collect money damages for breach hereof, the prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith.

SECTION 17: SEVERABILITY

If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement and the balance of the Agreement shall otherwise remain in full force and effect.

SECTION 18: WAIVER

The failure of either party to insist upon the strict compliance with any of the terms, covenants, or conditions herein shall not be deemed a waiver of any such terms, covenants, or conditions, nor shall any waiver or relinquishment of any such right or power hereunder at any time be deemed a waiver or relinquishment of any such right or power at any other time.

SECTION 19: APPLICABLE LAW

This agreement shall be governed by the laws of the State of Vermont, without regard to its conflict-of-law principles.

SECTION 20: REMEDIES CUMULATIVE

The rights and remedies herein are cumulative and not exclusive of other rights and remedies which may be granted or provided by law.

IN WITNESS WHEREOF, the parties have executed this Agreement, as of the date first written above.

Green Mountain Transit	**Town of Colchester**
By: _____	By: _____
Clayton Clark General Manager	Aaron Frank Town Manager