

TOWN OF WAITSFIELD
SELECTBOARD MEETING
Monday, MARCH 3, 2025
6:30 P.M.

Please see note below for access

I. Call to Order: 6:30 PM

1. Agenda additions, removals, or adjustments per 1 V.S.A. § 312 (d) (3) (A).
2. Public Forum
3. Approve Selectboard Minutes from 2-10-2025

II. Regular Business.

1. Liquor License renewals Mad River Exchange Liquor License first renewal
- 2.

III. Executive Session

- a. Pursuant to 1 V.S.A § 313 (a) (1) find that premature general knowledge of confidential attorney- client communications made for the purpose of providing professional legal services to the public body would clearly place the public body or a person involved at a substantial disadvantage
- b. Enter Executive Session pursuant to 1 V.S.A. § 313 (a) (3) [Personnel]

IV. Back to regular business open meeting

1. Setting Selectboard meeting schedule for March and April
2. Town Meeting Day Planning
3. Selectboard roundtable
4. Town Administrator report
 - a. NBRC Wastewater pre grant application 3-7-2025
 - b. Noted items from York's attendance at a FEMA Cybersecurity Risk Awareness training
 - c. Generator maintenance was performed on the towns generators on Presidents Day.
 - i. Noted exception. The fire department generator was not serviced, as they have secured maintenance elsewhere.
 - d. Municipal Code of Ethics

5. Consent Agenda:

- a. Approve Selectboard Minutes from 2-10-2025
- b. Approve Warrants and Bills Payable
- c. Flemer Field Community Use Form for Highlander Lacrosse
- d. Downtown Transportation Fund Award for the WES Crosswalk
 - No cost extension
 - Engineering, purchase, and installation (Procurement)

V. Other Business.

1. Correspondence/reports received

VI. Adjourn.

***PLEASE NOTE: Public Access to this meeting will be hybrid, remote via Zoom or in person at the**

Waitsfield Town Office. For remote access, please use the following link:

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

Meeting ID: 820 5611 7089

By phone: 1 (929) 205-6099

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

ALL TIMES ARE APPROXIMATE

Waitsfield Town Offices • 4144 Main Street • Waitsfield, VT 05673

Chach Curtis * Fred Messer * Christine Parisi, *Chair* * Brian Shupe, *Vice Chair* * Larissa Ursprung
Town Administrator: Vacant (802) 496-2218, x5 townadmin@gmavt.net or waitsfieldselectboard@gmavt.net

1 **TOWN OF WAITSFIELD, VERMONT**

2 **Selectboard Meeting Minutes**

3 **Monday, February 10, 2025**

4 **Draft**

5
6 **Members Present:** Chach Curtis, Fred Messer, Christine Parisi, Brian Shupe, Larissa Ursprung

7 **Staff Present:** York Haverkamp, Town Administrator; JB Weir, Planning and Zoning

8 Administrator

9 **Others Present:** David Babbott-Klein (NOW), Jenn Grant, Moie Moulton (NOW), MRVTV, Alice
10 Peal, Bobbi Rood (HUUSD Board), JB Weir (HUUSD Board, NOW)

11
12 **I. Call to Order:** The meeting was called to order at 6:30 pm by Christine Parisi. The meeting
13 was held in person at the Waitsfield Town Office and remotely via Zoom.

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

16 No changes were made to the agenda.

17
18 **2. Public Forum.**

19 Nobody requested time to address the Board.

20
21 **II. Regular Business.**

22
23 **1. Appoint York Haverkamp as Waitsfield Town Administrator.**

24
25 **MOTION:** *Mr. Shupe made a motion to appoint York Haverkamp as the Waitsfield Town*
26 *Administrator effective February 10, 2025. The motion was seconded by Mr. Messer, and*
27 *passed unanimously.*

28 **2. HUUSD presentation.**

29 Ms. Rood and Mr. Weir provided an update on the School Board's budget work and the
30 upcoming potential building configurations to be considered by the Board and community.

31 **3. Emergency Watershed Protection Grant.**

32 Mr. Weir explained the EWP Program, and indicated that funding has been offered for stream
33 bank stabilization work in Shephard Brook at the site of Jenn Grant's property. He noted that
34 the Program covers engineering costs, and also covers 75% of associated construction costs,
35 with the other 25% being covered by a match requirement. The cost of the work at Ms. Grant's
36 site has been estimated by the Program to be \$132K. Because the Town is the sponsor for
37 grants awarded through this Program, Mr. Weir was seeking approval to move forward with an
38 application and having the engineering work completed; he noted that the share amount will
39 need to be worked out before any construction work is completed.

40 **MOTION:** *Mr. Curtis made a motion to authorize Mr. Weir to submit the application to the EWP*
41 *Program as discussed. The motion was seconded by Mr. Shupe, and passed unanimously.*

42

43 **4. Route 100 speed limit concerns.**

44 Mr. Babbott-Klein and Mr. Weir presented concerns regarding the access to Neck of the Woods
45 (NOW), awareness of which has been heightened following an accident at the site on January
46 30, 2025. They asked if the Town would support a school zone flashing sign at the NOW
47 entrance road. It was explained that some investigation would be needed regarding what
48 qualifies as a school zone for this type of sign, and that a caution sign related to traffic turning
49 might be more suitable. Either way, it was noted that VTrans requires traffic studies before
50 strategies such as these, or the lowering of speed limits, are implemented.

51 Mr. Messer expressed that the increased traffic is more of an enforcement-oriented challenge,
52 and advocated for increased speed patrol in the area.

53 Mr. Weir also explained that the area near the Madbush Falls would benefit from a reduced
54 speed limit, as there is increased traffic entering and exiting the site, including bicycle traffic, at
55 that access point.

56 **5. Mad River Path request re: storage penalty fee.**

57 It was explained that the Mad River Path Association and Friends of the Mad River have agreed
58 that sharing storage space and paying the associated rent is fair and reasonable. Related to this
59 arrangement, Misha Golfman has requested that the penalty fee imposed for the storage of
60 canoes and canoe trailer be waived. He had indicated in his correspondence that the trailer is
61 currently snowed in, as well as noting that he plans to have weekend storage of the canoes on
62 site for the summer season, although they will generally be in use off site.

63 Board members discussed the request, noting that the penalty had previously been agreed to
64 by the Board, but that the rollout was not smooth, and that the parameters to be set and
65 process to be followed are being developed as all the implications are better understood.
66 There was agreement that the canoes and trailer may stay in place until the snow is gone, and
67 that the weekend storage proposed during summer camp sessions (June 23 – August 27) is
68 acceptable, although logistics related to mowing the property need to be confirmed with Josh
69 Rogers.

70 It was also noted during the discussion that the Path has not yet signed the new lease for their
71 space, nor the addendum for leasing the shared storage space. There was general agreement
72 that if the lease is signed, and the difference in rent since the beginning of 2025 is paid, as well
73 as the storage space rent, the penalty for the canoe/trailer storage will be waived. As part of
74 these conditions, it was agreed that a date of April 15 should be set as a deadline for the canoes
75 and trailer to be taken off site.

76 **MOTION:** *Mr. Shupe made a motion to waive the penalty under the terms agreed to, which will*
77 *be written up by the Chair. The motion was seconded by Mr. Curtis, and passed unanimously.*

78 **6. Town Meeting Day Planning.**

79 It was agreed to remove the February 24, 2025 meeting from the Selectboard schedule, and to
80 meet on March 3, 2025, as the Board typically does on the evening of Town Meeting.

81 **7. Consent Agenda.**

82 **APPROVAL:** *The Consent Agenda was approved with no objections or concerns raised.*

83

- 84 • Approve Warrants and Bills Payable
- 85 • Approve Minutes of 1-20-2025 and 1-27-2025

86

87 **III. Other Business**

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

89 Responses were outlined for both an email received regarding tire damage possibly resulting
90 from construction materials on the covered bridge as well as an email from Wood and Wood
91 regarding new signage for Town entry points.

92 **IV. Adjourn**

93 The meeting adjourned at 8:05 pm.

94 Respectfully submitted,
95 Carol Chamberlin, Recording Secretary

Waitsfield Town Administrator's Report March 3, 2025

Liquor License Renewal – Mad River Exchange

This is Mad River Exchange's first renewal and, per requirement, must come before the Selectboard for approval.

NBRC Wastewater Pre-Grant Application (Letter of Interest - LOI)

The pre-grant LOI for the Northern Border Regional Commission (NBRC) Wastewater grant is due on March 7, 2025. Josh Schwartz of MRVPD is leading this effort, utilizing the LOI originally drafted by JB and Annie in April 2023 as reference. Submission of the LOI is the initial step, after which we may be invited to submit a full grant application.

FEMA Cybersecurity Risk Awareness Training

On February 25, York attended a half-day FEMA Cybersecurity Risk Awareness training hosted by NUARI at the UVM Extension office in Barre. The training highlighted ways in which the Town can strengthen its cybersecurity measures. Immediate steps for reducing risk include:

- Exploring free cybersecurity audit tools (e.g., CIS Security).
- Considering the addition of KnowBe4 for all town email users.
- Planning a follow-up meeting with NUARI to identify first steps to securing, and potential small, actionable improvements.

Additionally, the state is working on transitioning all municipal emails to the **.gov** domain, and potential funding may become available for this effort. Updates will be provided as more information emerges.

Downtown Transportation Fund Award – WES Crosswalk RRFB

The grant for the WES Crosswalk RRFB required that all funds be expended by April 25, 2025. Due to time constraints, a no-cost extension request was submitted and has been informally accepted. Included in the meeting packet is the official No-Cost Extension (NCE) document for signature. The Selectboard can give York the go ahead to sign the document as the grant manager. As the grant includes a required match of \$4,760 (previously accounted for), Selectboard approval is advised before proceeding with the next steps: bidding for engineering, purchasing, and installation.

Generator Maintenance Updates

Routine maintenance was completed on Presidents' Day, February 17th for the generators at the Water System and Waitsfield Elementary School by Brook Field Service. The full service water report is included in the meeting packet.

There was some initial confusion regarding the Fire Department's generator. After further clarification, it was confirmed that the Fire Department has an existing arrangement with another service provider.

Municipal Code of Ethics

York went through the training for the Municipal Code of Ethics. Act 171 (H.875), an Act establishing a municipal ethics framework in Vermont, went into effect on June 10th, 2024.

The training is to be completed by all Selectboard staff by September. In addition, the Municipal Code of Ethics is required to be posted on the town's website. York will do so following this meeting if so approved, etc.

Looking forward, it appears we will need to pass a municipality's ethics complaint investigation ordinance

Flemer Field Community Use Forms – Highlander Lacrosse

Two separate community use forms were submitted for Highlander Lacrosse. One was approved in a previous meeting, and the second (covering different dates) is included in the warrant for consideration.

Public Use of Town-Owned Spaces

In the future, it would be valuable to discuss the Selectboard's vision for public use of town spaces, including:

- Flemer Field
- The General Wait House
- Town Office meeting spaces

A possible improvement could be an online calendar on the town's website, displaying reserved dates and available times for each space, alongside a standardized community use request form.

Next Steps & Considerations

- Selectboard decision on the liquor license renewal.
- Selectboard approval for York to sign the NCE for the WES Crosswalk RRFB project.
- Down the road discussion on public use of town-owned spaces and potential improvements.

Thank you all for your time and consideration.

York Keith Haverkamp



NCPC
National Cybersecurity
Preparedness Consortium

Certificate of Training

York Haverkamp

successfully completed

**AWR-383 Cybersecurity Risk Awareness for Officials and Senior Management
on February 25, 2025**

demonstrating a dedication to cybersecurity professional development.



FEMA

Course instruction provided by



A blue ink signature of Phil Susmann, written in a cursive style.

**PHIL SUSMANN, PRESIDENT -
NORWICH UNIVERSITY
APPLIED RESEARCH
INSTITUTES**

4 course hours



Toll Free 24/7: 866-POWER97
 Phone: 802-485-6567
 Email: info@brookfieldservice.com
 829 VT Route 12 South, Northfield, VT 05663

Inspection Report

● Major Inspection Minor Inspection Date: 2/17/24

Customer: Waitsfield Water System PL1'25 Contact Name: _____ Phone #: 802-349-2012

Location Address: 300 Long Road Waitsfield, VT Location Description: _____

<u>Generator</u>		<u>Engine</u>		<u>ATS</u>		<u>Addtl. Info</u>	
Make	Generac	Make	Ford	Make	Generac	Hours	373
Model #	Qto4854anaxc	Model #	5.4L	Model #	Rtsw	Cooling	Liquid
Serial #		Serial #		Serial #		Fuel	LP
Spec #		Spec #		Spec #		Phase	1
KW	48	Cyl.	8	Amps	200	Voltage	120/240
						Fuel Level	

Engine Inspection

Enclosure Inspection:		✗ Cleaned					
Exhaust System		✗ Checked					
Spark Plugs	N/A	● Checked/Cleaned	Replaced	QTY: _____		<u>Parts Used</u>	
Oil		Checked	● Replaced	QTY: <u>7qt</u>		Spark Plug #:	_____
Oil Filter	N/A	Checked	● Replaced	QTY: <u>1</u>		Oil Type:	<u>5w20</u>
Fuel Filter	● N/A	Checked	Replaced	QTY: _____		Oil Filter #:	<u>1372</u>
Air Filter		● Checked/Cleaned	Replaced	QTY: _____		Fuel Filter #:	_____
Battery Terminals		● Checked/Cleaned	Replaced	QTY: _____		Air Filter #:	_____
Battery Condition	Pass	● Fail	✗ Replaced	QTY: <u>1</u>		Terminal #:	_____
Battery Charge Rate:	_____	Volts:	<u>13.9</u>	Type:		Battery #:	<u>Mtp24</u>
Gaskets		● Checked	Rec. Replacement				
Governor		Checked					

Cooling System Inspection

Coolant Level	NA	● Normal	Low - Added Coolant	QTY: _____	Coolant
Nitrite	NA	Normal	Req. Additive	Recommend Flush	
Freeze Point	NA	● Normal		Recommend Coolant Change	
PH Test	NA	Normal	Req. Additive		

Electrical Inspection

Voltage	✗ Checked	Load: _____	NL: <u>242</u>
Frequency	✗ Checked	Load: _____	NL: <u>60</u>
Safety Shutdown	N/A	Checked	
Transfer Switch	Test	Pass	Fail
Exercise Day:	<u>N/A</u>	Time: N/A	N/A
Switch in Auto?	● Yes	No	



Recommended Repairs:

Customer Requests

Misc. Parts

QTY	Description	QTY	Description	QTY	Description
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

F# _____ VT TQP# _____

Notes

First attempt in morning driveway not plowed. Returned after servicing school.
 On site to perform plan 1 major inspection. Opened and visually inspected generator. No faults present on controller. Found oil cap resting on valve cover. Minimal oil has sprayed out Oil is clean and full. Tested freeze point and checked condition of coolant. Inspected belt and hoses. Tightened all coolant hose clamps. Replaced battery due to age. Checked wiring to starter. Inspected air filter. Started generator tested generator output voltage and frequency. Inspected ATS Changed oil, oil filter, and fuel filter. Ran unit for 30 minutes unloaded. Shut down and inspected. Returned to auto. Generator looks and runs good at this time.

Tech Time In: 12: 15 PM
Tech Time Out: 1: 30 PM

Customer Signature: _____

Joshua Gerdes

Sec. 22. 24 V.S.A. chapter 60 is added to read:

CHAPTER 60. MUNICIPAL CODE OF ETHICS

§ 1991. DEFINITIONS

As used in this chapter:

(1) “Advisory body” means a public body that does not have supervision, control, or jurisdiction over legislative, quasi-judicial, tax, or budgetary matters.

(2) “Candidate” and “candidate’s committee” have the same meanings as in 17 V.S.A. § 2901.

(3) “Commission” means the State Ethics Commission established under 3 V.S.A. chapter 31, subchapter 3.

(4) “Confidential information” means information that is exempt from public inspection and copying under 1 V.S.A. § 315 et seq. or is otherwise designated by law as confidential.

(5) “Conflict of interest” means a direct or indirect interest of a municipal officer or such an interest, known to the officer, of a member of the officer’s immediate family or household, or of a business associate, in the outcome of a particular matter pending before the officer or the officer’s public body, or that is in conflict with the proper discharge of the officer’s duties. “Conflict of interest” does not include any interest that is not greater than that of other individuals generally affected by the outcome of a matter.

(6) “Department head” means any authority in charge of an agency, department, or office of a municipality.

(7) “Designated complaint recipient” means:

(A) a department head or employee specifically designated or assigned to receive a complaint that constitutes protected activity, as set forth in section 1997 of this title;

(B) a board or commission of the State or a municipality;

(C) the Vermont State Auditor;

(D) a State or federal agency that oversees the activities of an agency, department, or office of the State or a municipality;

(E) a law enforcement officer as defined in 20 V.S.A. § 2358;

(F) a federal or State court, grand jury, petit jury, law enforcement agency, or prosecutorial office;

(G) the legislative body of the municipality, the General Assembly or the U.S. Congress; or

(H) an officer or employee of an entity listed in this subdivision (7) when acting within the scope of the officer’s or employee’s duties.

(8) “Domestic partner” means an individual in an enduring domestic relationship of a spousal nature with the municipal officer, provided the individual and municipal officer:

(A) have shared a residence for at least six consecutive months;

- (B) are at least 18 years of age;
- (C) are not married to or considered a domestic partner of another individual;
- (D) are not related by blood closer than would bar marriage under State law; and
- (E) have agreed between themselves to be responsible for each other's welfare.

(9) "Illegal order" means a directive to violate, or to assist in violating, a federal, State, or local law.

(10) "Immediate family" means an individual's spouse, domestic partner, or civil union partner; child or foster child; sibling; parent; or such relations by marriage or by civil union or domestic partnership; or an individual claimed as a dependent for federal income tax purposes.

(11) "Legislative body" means the selectboard in the case of a town, the mayor, alderpersons, and city council members in the case of a city, the president and trustees in the case of an incorporated village, the members of the prudential committee in the case of a fire district, and the supervisor in the case of an unorganized town or gore.

(12) "Municipal officer" or "officer" means:

- (A) any member of a legislative body of a municipality;
- (B) any member of a quasi-judicial body of a municipality; or
- (C) any individual who holds the position of, or exercises the function of, any of the following positions in or on behalf of any municipality:
 - (i) advisory budget committee member;
 - (ii) auditor;
 - (iii) building inspector;
 - (iv) cemetery commissioner;
 - (v) chief administrative officer;
 - (vi) clerk;
 - (vii) collector of delinquent taxes;
 - (viii) department heads;
 - (ix) first constable;
 - (x) lister or assessor;
 - (xi) mayor;
 - (xii) moderator;
 - (xiii) planning commission member;
 - (xiv) road commissioner;
 - (xv) town or city manager;
 - (xvi) treasurer;
 - (xvii) village or town trustee;
 - (xviii) trustee of public funds; or
 - (xix) water commissioner.

(13) "Municipality" means any town, village, or city.

(14) “Protected employee” means an individual employed on a permanent or limited status basis by a municipality.

(15) “Public body” has the same meaning as in 1 V.S.A. § 310.

(16) “Retaliatory action” includes any adverse performance or disciplinary action, including discharge, suspension, reprimand, demotion, denial of promotion, imposition of a performance warning period, or involuntary transfer or reassignment; that is given in retaliation for the protected employee’s involvement in a protected activity, as set forth in section 1997 of this title.

§ 1992. CONFLICTS OF INTEREST

(a) Duty to avoid conflicts of interest. In the municipal officer’s official capacity, the officer shall avoid any conflict of interest or the appearance of a conflict of interest. The appearance of a conflict shall be determined from the perspective of a reasonable individual with knowledge of the relevant facts.

(b) Recusal.

(1) If a municipal officer is confronted with a conflict of interest or the appearance of one, the officer shall immediately recuse themselves from the matter, except as otherwise provided in subdivisions (2) and (5) of this subsection, and not take further action on the matter or participate in any way or act to influence a decision regarding the matter. After recusal, an officer may still take action on the matter if the officer is a party, as defined by section 1201 of this title, in a contested hearing or litigation and acts only in the officer’s capacity as a member of the public. The officer shall make a public statement explaining the officer’s recusal.

(2)(A) Notwithstanding subdivision (1) of this subsection (b), an officer may continue to act in a matter involving the officer’s conflict of interest or appearance of a conflict of interest if the officer first:

(i) determines there is good cause for the officer to proceed, meaning:

(I) the conflict is amorphous, intangible, or otherwise speculative;

(II) the officer cannot legally or practically delegate the matter; or

(III) the action to be taken by the officer is purely ministerial and does not involve substantive decision-making; and

(ii) the officer submits a written nonrecusal statement to the legislative body of the municipality regarding the nature of the conflict that shall:

(I) include a description of the matter requiring action;

(II) include a description of the nature of the potential conflict or actual conflict of interest;

(III) include an explanation of why good cause exists so that the municipal officer can take action in the matter fairly, objectively, and in the public interest;

(IV) be written in plain language and with sufficient detail so that the matter may be understood by the public; and

(V) be signed by the municipal officer.

(B) Notwithstanding subsection (A) of this subdivision (2), a municipal officer that would benefit from any contract entered into by the municipality and the officer, the officer’s immediate family, or an associated business of the officer or the officer’s immediate family, and

whose official duties include execution of that contract, shall recuse themselves from any decision-making process involved in the awarding of that contract.

(C) Notwithstanding subsection (A) of this subdivision (2), a municipal officer shall not continue to act in a matter involving the officer's conflict of interest or appearance of a conflict of interest if authority granted to another official or public body elsewhere under law is exercised to preclude the municipal officer from continuing to act in the matter.

(3) If an officer's conflict of interest or the appearance of a conflict of interest concerns an official act or actions that take place outside a public meeting, the officer's nonrecusal statement shall be filed with the clerk of the municipality and be available to the public for the duration of the officer's service plus a minimum of five years.

(4) If an officer's conflict of interest is related to an official municipal act or actions considered at a public meeting, the officer's nonrecusal statement shall be filed as part of the minutes of the meeting of the public body in which the municipal officer serves.

(5) If, at a meeting of a public body, an officer becomes aware of a conflict of interest or the appearance of a conflict of interest for the officer and the officer determines there is good cause to proceed, the officer may proceed with the matter after announcing and fully stating the conflict on the record. The officer shall submit a written nonrecusal statement pursuant to subdivision (2) of this subsection within five business days after the meeting. The meeting minutes shall be subsequently amended to reflect the submitted written nonrecusal statement.

(c) Authority to inquire about conflicts of interest. If a municipal officer is a member of a public body, the other members of that body shall have the authority to inquire of the officer about any possible conflict of interest or any appearance of a conflict of interest and to recommend that the member recuse themselves from the matter.

(d) Confidential information. Nothing in this section shall require a municipal officer to disclose confidential information or information that is otherwise privileged under law.

§ 1993. PROHIBITED CONDUCT

(a) Directing unethical conduct. A municipal officer shall not direct any individual to act in a manner that would:

(1) benefit a municipal officer in a manner related to the officer's conflict of interest;

(2) create a conflict of interest or the appearance of a conflict of interest for the officer or for the directed individual; or

(3) otherwise violate the Municipal Code of Ethics as described in this chapter.

(b) Preferential treatment. A municipal officer shall act impartially and not unduly favor or prejudice any person in the course of conducting official business. An officer shall not give, or represent an ability to give, undue preference or special treatment to any person because of the person's wealth, position, or status or because of a person's personal relationship with the officer, unless otherwise permitted or required by State or federal law.

(c) Misuse of position. A municipal officer shall not use the officer's official position for the personal or financial gain of the officer, a member of the officer's immediate family or household, or the officer's business associate.

(d) Misuse of information. A municipal officer shall not use nonpublic or confidential information acquired during the course of official business for personal or financial gain of the officer or for the personal or financial gain of a member of the officer's immediate family or household or of an officer's business associate.

(e) Misuse of government resources. A municipal officer shall not make use of a town's, city's, or village's materials, funds, property, personnel, facilities, or equipment, or permit another person to do so, for any purpose other than for official business unless the use is expressly permitted or required by State law; ordinance; or a written agency, departmental, or institutional policy or rule. An officer shall not engage in or direct another person to engage in work other than the performance of official duties during working hours, except as permitted or required by law or a written agency, departmental, or institutional policy or rule.

(f) Gifts.

(1) No person shall offer or give to a municipal officer or candidate, or the officer's or candidate's immediate family, anything of value, including a gift, loan, political contribution, reward, or promise of future employment based on any understanding that the vote, official action, or judgment of the municipal officer or candidate would be, or had been, influenced thereby.

(2) A municipal officer or candidate shall not solicit or accept anything of value, including a gift, loan, political contribution, reward, or promise of future employment based on any understanding that the vote, official action, or judgment of the municipal officer or candidate would be or had been influenced thereby.

(3) Nothing in subdivision (1) or (2) of this subsection shall be construed to apply to any campaign contribution that is lawfully made to a candidate or candidate's committee pursuant to 17 V.S.A. chapter 61 or to permit any activity otherwise prohibited by 13 V.S.A. chapter 21.

(g) Unauthorized commitments. A municipal officer shall not make unauthorized commitments or promises of any kind purporting to bind the municipality unless otherwise permitted by law.

(h) Benefit from contracts. A municipal officer shall not benefit from any contract entered into by the municipality and the officer, the officer's immediate family, or an associated business of the officer or the officer's immediate family, unless:

(1) the benefit is not greater than that of other individuals generally affected by the contract;

(2) the contract is a contract for employment with the municipality;

(3) the contract was awarded through an open and public process of competitive bidding; or

(4) the total value of the contract is less than \$2,000.00

Town of Waitsfield

4144 Main Street, Waitsfield, VT 05673

P: (802) 496-2218 • F: (802) 496-9284 • E: townadmin@gmavt.net

Flemer Field Community Green Use Form

Group making Request: Highlander Youth Lacrosse Club Date: 1/15/2025

Address: 210 Moretown Hts Moretown VT 05660 Phone: 5037157843

Street City, State Zip

Date(s) requested for use: M-F March 15- May 1 Time of Use: from 4:30pm a.m./p.m. to: 7:30pm a.m./ p.m.

Purpose: Youth lacrosse lacrosse sessions

Is the general public invited? Yes No
Is your organization: For Profit Not for Profit Other _____
Will admission be charged? Yes No
Do you need any special equipment? Yes No
If yes, please specify: _____

Other Information (optional): Use of fields, once dry, will be for youth lacrosse practices. No needed equipment. Participants need a waiver.

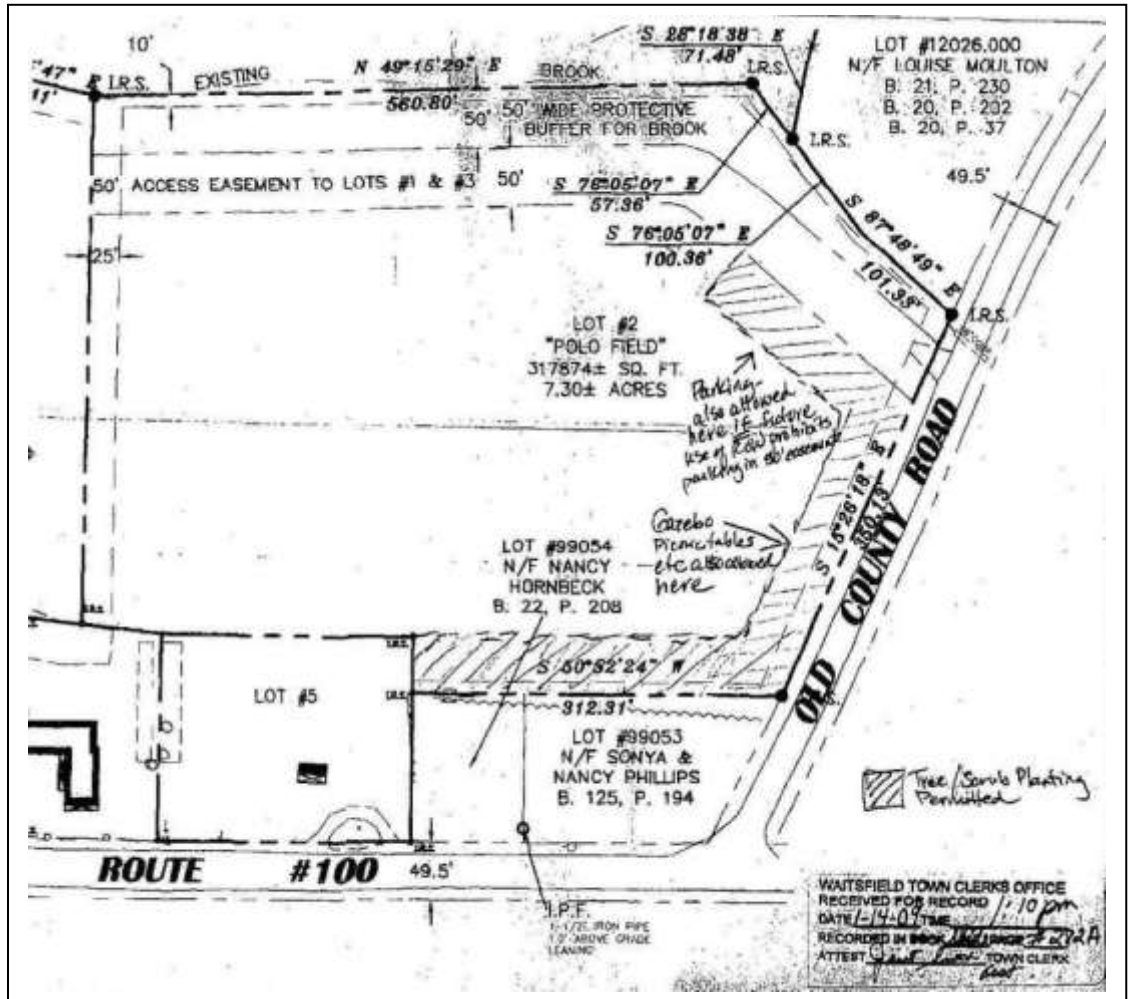
Person	Name: <u>Bethany Meyer</u>
Responsible:	Phone: <u>5037157843</u>
	Address: <u>210 Moretown Hts Rd, Moretown VT 05660</u>
	E-mail: <u>beth@highlanderlacrosse.com</u>

Rules & Policies:

- ❖ **Structures:** No above ground structure may be built or placed on the Green except as provided below. "Structures" shall include, but are not limited to, buildings, tables, goal posts, signs, or any other assembly of materials not specifically permitted.
 - Structures such as goal posts which are used for temporary recreational purposes may be placed on the premises provided that those structures are, following play or by the end of the each day on which any such structures are used, placed within the fifty foot wide tree planting area running along the Phillips property and Old County Road; and
 - Structures such as picnic tables, tents, and not more than one gazebo may be placed within that portion of the fifty foot wide strip described below which runs along Old County Road (and not along the border of the Phillips property or the fifty foot wide right-of-way).
- ❖ **Hold Harmless:** The organization or individual(s) participating or requesting the use of the premises agree to Hold Harmless and Indemnify the Town of Waitsfield for any damages or injuries associated with this event.
- ❖ **Children:** Activities involving children must provide appropriate adult supervision. Children must be supervised at all times.
- ❖ **Insurance.** The sponsor of any group or organization applying for use of the premises for athletic purposes or for other purposes which, in the opinion of the approving Town official, may require appropriate insurance coverage shall provide a certificate of insurance naming the Town of Waitsfield as an additional insured.

- ❖ Non-Discrimination: Participants will not be restricted from participation for reasons of race, religion, gender, sexual orientation, creed, national origin, or disability conditions.
- ❖ Preference. In the event of a schedule conflict, preference will be given to free programming that accessible to the widest number of participants.
- ❖ Trash. Pack it in, pack it out. All trash must be removed and the premises left in good order.
- ❖ Neighboring Properties. The privacy and boundaries of the adjoining residential properties must be respected. Activities, including storage of equipment, should be directed away from them to extent possible. Crossing through yards without the owner's permission is specifically prohibited.

❖ Parking. Any parking located on the premises shall serve only those making use of the property as and for a Village Green and shall be located only within the Access Easement, which is a fifty foot (50') wide right-of-way for ingress and egress running generally along the westerly portion as shown on the site plan as "50' Access Easement to Lots #1 and #3." No parking will be allowed on the Green that serves any off-site business or purpose. On-street parking restrictions must be obeyed or vehicles may be ticketed or towed.



❖ Additional information is available at <http://www.waitsfieldvt.us/recreation/flemer>

I have read and agree to ensure these rules and policies are understood and will be abided.

Signature of the Person Responsible *Ben Myers* Date: 1/15/2025

Administrative Action

Approved Conditions: _____

Denied Reason: _____

Approving Town Official Signature _____ Name _____ Title _____ Date _____

An update from Alice Peal

Updates in random order:

>

> - Keith Cubbon at CVRPC is in the process of submitted the grant for the Meadow Road Bridge. However all we can do is cross our fingers and wait. No idea about this Federal Grant being frozen or unfrozen, It is on the list of 2600 Federal Grants and Loans "under scrutiny." Next wRe pivot to State funding.

> Keith, myself and York are meeting tomorrow to discuss the bridge grant to bring York up to speed and into the loop.

>

> - Regional TAC Meeting update - at the meeting this week the TAC had a presentation by Christian Meyer and Monica White from Green Mountain Transit about GMT discontinuing servicing rural bus routes. The plan is to have Tri-Valley Transit out of Addison assume the Valley winter bus. GMT is in discussion with Tri-Valley. The change will need to be approved by a Legislative vote. There will be a meeting here with Josh, Margo, myself and GMT (not scheduled yet) and public hearings on the change. The CVRPC TAC decided that the GMT changes and cuts need to be monitored by CVRPC reps, so Don LeHaye and I are on this. Other reps are onto the cuts in Montpelier, Barre and Berlin. Looks more than certain these changes will happen as GMT is on a "fiscal cliff."

>

> - Rte100/17 interaction scoping study. This one is part headache, part fun trying to find out about. The Scoping Study has been assigned a VTRANS Project Manager and is in the Governor's Transportation Budget to be passed by the Legislature. There is no schedule or start date yet. My info comes from Keith Cubbon and Reuben MacMartin at CVRPC, VTRANS Planning Coordinator and a CVRPC Rep, who is a former AOT Engineer. He knows his way around VTRANS documents and process and has helped with finding the info on this and another project in Montpelier.

>

> - Governor's funding cuts. Gov Scott has made his own cuts to the VTRANS Budget. It looks like the cuts will be in the areas of Bike/Ped Projects. Safety and infrastructure less so. And go course all things Federally funded are a question mark right now.

>

> - Regional Plan - Committee is on to Housing and the Future Regional Land Use Plan.

>

> - Fred, Clare Ireland, myself and a rep from Vermont Emergency Management are meeting on March 11 on the LEMP. Like the LHMP, there is a new form and process this year. York you might want to join us on March 11, 2PM in the Town Office Meeting Room.

>

> This is all I can find on the hard drive in my brain for now.

>

> -Alice

Review and complete

Finish

the Grantee’s diligence in pursuing this project, the Grantee requires additional time to complete activities authorized under the Agreement and has requested that the project end date be a

WHEREAS, The State of Vermont has updated its Attachment C: Standard State Provisions for Contracts and Grants; and

NOW, THEREFORE, in consideration of mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party hereto, the Grant Agreement is modified as follows:

A. In Part 1 – Grant Award Detail

Replace, award end date of 4/25/2025, with 1/25/2026.

B. Attachment C - Standard State Provisions for Contracts and Grants

Delete and replace in its entirety.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS GRANT AGREEMENT.

By the State of Vermont:

By the Grantee:

Date: _____

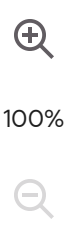
Date: 2/27/2025

Signature: _____

Signature: Sign

Name: Alex Farrell, Commissioner
Department of Housing and Community Development

Name: York Haverkamp
Grantee: Town of Waitsfield

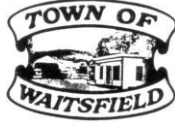


07110-DTF-2022-12_Waitsfield_Grant_Amendment.pdf

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TOWN OF WAITSFIELD

Subject: Request for No-Cost Extension – RRFB Project

Dear Gary Holloway and Jennifer Lavoie,

The Town of Waitsfield, Vermont, respectfully requests a **no-cost extension of nine months** for the completion of the **RRFB project**, extending the original deadline from **April 25, 2025, to January 25, 2026**.

Due to unforeseen circumstances, Waitsfield was without a Town Administrator for approximately **10 months**, during which time the project's engineering and implementation were expected to take place. Thanks to the efforts of Joshua Schwartz from the Mad River Valley Planning District, the necessary permitting has been completed. The next critical steps, as outlined in the Scope of Work, include **engineering services** (drafting and reviewing RFPs and proposals), **procurement of the RRFB**, and **installation**.

The Town of Waitsfield remains committed to enhancing pedestrian safety, particularly at our **primary school crosswalk**, which has received overwhelming community support. We are grateful for the funding provided by the **Downtown Transportation Fund** and look forward to completing this important project.

Thank you for your time and consideration. Please do not hesitate to reach out if additional information is needed.

Best regards,

York Haverkamp
Waitsfield Town Administrator
townadmin@gmavt.net
802-496-2218 ext. 5

STATE OF VERMONT GRANT AGREEMENT

Part 1-Grant Award Detail

SECTION I - GENERAL GRANT INFORMATION

¹ Grant #: 07110-DTF-2022-12		² Original <input type="checkbox"/>		Amendment # <input type="checkbox"/> 1	
³ Grant Title: Downtown Transportation Fund Grant – WES Crosswalk RRFB					
⁴ Amount Previously Awarded: \$19,040.00		⁵ Amount Awarded This Action: \$0.00		⁶ Total Award Amount: \$19,040.00	
⁷ Award Start Date: 04/25/2022		⁸ Award End Date: 01/25/2026		⁹ Subrecipient Award: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
¹⁰ Supplier #: 40590		¹¹ Grantee Name: Town of Waitsfield			
¹² Grantee Address: 4144 Main Street					
¹³ City: Waitsfield			¹⁴ State: VT	¹⁵ Zip Code: 05673	
¹⁶ State Granting Agency: DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT				¹⁷ Business Unit: 07110	
¹⁸ Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		¹⁹ Match/In-Kind: \$4,760.00		Description: 80/20 match required (cash or in-kind)	
²⁰ If this action is an amendment, the following is amended: Amount: <input type="checkbox"/> Funding Allocation: <input type="checkbox"/> Performance Period: <input checked="" type="checkbox"/> Scope of Work: <input type="checkbox"/> Other: <input type="checkbox"/>					

SECTION II - SUBRECIPIENT AWARD INFORMATION

²¹ Grantee Identifier [UEI] #:		²² Indirect Rate: 0.00 % <small>(Approved rate or de minimis 10%)</small>		²³ FFATA: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
²⁴ Grantee Fiscal Year End Month (MM format): 6		²⁵ R&D: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>			
²⁶ UEI Registered Name (if different than VISION Supplier Name in Box 11):					

SECTION III - FUNDING ALLOCATION

STATE FUNDS

Fund Type	²⁷ Awarded Previously	²⁸ Award This Action	²⁹ Cumulative Award	³⁰ Special & Other Fund Descriptions
General Fund			\$0.00	
Special Fund	\$19,040.00	\$0.00	\$19,040.00	DOWNTOWN TRANSPORTATION FUND
Global Commitment (non-subrecipient funds)			\$0.00	
Other State Funds			\$0.00	

FEDERAL FUNDS

(includes subrecipient Global Commitment funds)

Required Federal Award Information

³¹ ALN#	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award	³⁶ FAIN	³⁷ Fed Award Date	³⁸ Total Federal Award
				\$0.00			
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
Total Awarded - All Funds		\$19,040.00	\$0.00	\$19,040.00			

SECTION IV - CONTACT INFORMATION

STATE GRANTING AGENCY	GRANTEE
NAME: JENNIFER LAVOIE	NAME: York Keith Haverkamp
TITLE: CONTRACT & GRANTS ADMINISTRATOR	TITLE: Town Administrator
PHONE: (802) 828-1948	PHONE: (802) 496-2218
EMAIL: JENNIFER.LAVOIE@VERMONT.GOV	EMAIL: townadmin@gmavt.net

**FIRST AMENDMENT
TO GRANT AGREEMENT**

07110-DTF-2022-WAITSFIELD-12

This First Amendment to the Grant Agreement is entered into by **the State of Vermont, Agency of Commerce and Community Development (the "Agency")** and **Town of Waitsfield**, with principal place of business at, **4144 Main Street, Waitsfield, VT 05673** (hereinafter called "Grantee").

WHEREAS, the Agency and the Grantee entered into Grant Agreement 07110-DTF-2022-WAITSFIELD-12, dated May 24, 2022, (the "Grant Agreement"); and

WHEREAS, due to circumstances beyond the Grantee’s reasonable control and notwithstanding the Grantee’s diligence in pursuing this project, the Grantee requires additional time to complete the activities authorized under the Agreement and has requested that the project end date be altered; and

WHEREAS, The State of Vermont has updated its Attachment C: Standard State Provisions for Contracts and Grants; and

NOW, THEREFORE, in consideration of mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party hereto, the Grant Agreement is modified as follows:

A. In Part 1 – Grant Award Detail

Replace, award end date of 4/25/2025, with 1/25/2026.

B. Attachment C - Standard State Provisions for Contracts and Grants

Delete and replace in its entirety.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS GRANT AGREEMENT.

By the State of Vermont:

By the Grantee:

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: Alex Farrell, Commissioner
Department of Housing and Community Development

Name: York Haverkamp
Grantee: Town of Waitsfield

ATTACHMENT A
Scope of Work to be Performed

1. **Project Description:** The Grantee shall use the Grant Funds in compliance with all of the terms and conditions of this Agreement to complete the following “Project:”

The proposed project includes the installation of a new Rectangular Rapid-Flashing Beacon (RRFB) sign system at both ends of the WES Crosswalk to provide increased pedestrian safety at this important town transportation connection. The existing crosswalk has a single-sided pentagonal school crossing sign at both ends. The project proposal includes the purchase of double-sided solar powered RRFB signs, and removal of both existing signs, and installation of the two new signs at the same locations. Additionally, the project includes the purchase of two in-street signs that can be used at this crosswalk during specific peak hours.

2. **Project Budget:**

Item Description	Quantity	Unit Cost	Total Cost
Rectangular Rapid Flashing Beacon signage (two double-sided signs w/ double-sided LED light bars and a solar panel)	1	\$15,000	\$15,000.00
Installation of signage (incl. traffic control and removal of old sign)			\$5,000.00
Engineering Services (drafting/reviewing RFP and proposals, on-site consultation/assistance and final inspection of project)			\$3,000.00
In-Street Pedestrian Crossing Sign	2	\$400	\$800.00
Total			\$23,800.00

Funding Sources:

Source	Amount
Downtown Transportation Fund Grant	\$19,040.00
Town of Waitsfield	\$4,760.00
Total	\$23,800.00

3. **Project Schedule:** Construction of the Project must begin on or before April 25, 2024, which is 24 months from the award date (“Commencement Date”) and be completed on or before **January 25, 2026, which is 45 months from the award date (“Completion Date”)**. In the event the Grantee cannot comply with either of these dates, the Grantee must request an amendment from the Agency in writing at least three months prior to the date’s occurrence. Failure to comply with these dates may result in the forfeiture of the Grant Funds.

(END OF ATTACHMENT A)

ATTACHMENT B PAYMENT PROVISIONS

- 1. Maximum Amount:** In consideration of the Grantee's completion of the Project in accordance with the terms and conditions of this Agreement, the Agency agrees to reimburse the Grantee, in accordance with the Payment Provisions specified in Attachment B, a sum not to exceed \$19,040.00 or 80% of the Total Project Cost, whichever is less. The Total Project Cost is estimated to be \$23,800.00.

- 2. Distribution of Grant Funds:** The Agency shall make two payments to the Grantee in the form of reimbursements as follows:
 - (A) The first payment shall be in an amount equal to 50% of the Award Amount. The first payment shall be made after Project expenditures have reached 50% of the Total Project Cost and the Interim Report has been submitted.
 - (B) The second and final payment shall be the remaining 50% of the Award Amount or an amount such that the total of the two payments equals 80% of the Total Project Cost, whichever is less. The second payment shall be made after completion of the Project and submission of the Final Report.
 - (C) Each reimbursement shall be made by the Agency only upon the Agency's receipt, review, and approval of the following information:
 - (i) For the first reimbursement, an Interim Report containing:
 - (a) A written narrative describing in detail the Project work completed to date, any challenges and modifications to the Project, and how you plan to complete activities by the end of the grant period (minimum 150 words);
 - (b) A detailed budget report listing all income and expenses for Project-related activities;
 - (c) Copies of invoices and receipts for all Project expenditures. Invoices should demonstrate that Project expenditures have reached 50% of the Total Project Cost;
 - (d) A notarized statement from the Grantee's signatory on this Agreement certifying that the contents of the report are true and accurate; and
 - (e) An invoice including the total award amount, amount requested for reimbursement (rounded to whole dollar amount) municipality name, address, grant name, grant number, and date.
 - (ii) For the second and final reimbursement, a Final Report, submitted no later than 30 days after the Completion Date, containing:
 - (a) A written narrative including the date of completion and describing in detail the Project work completed and any challenges and modifications to the Project (minimum 150 words);
 - (b) A detailed budget report listing all income and expenses for Project-related activities and demonstrating that project expenditures have reached 100% of the Total Project Cost;
 - (c) Copies of invoices, receipts, and proof of payment for all Project expenditures. Invoices should demonstrate that grant work was completed within the grant period and proof of payment should demonstrate that all invoices have been paid by the municipality.
 - a. If staff time is offered as part of the required match, please submit the employee name, type of work performed, number of hours worked, and hourly rate of each employee must be documented;
 - b. Proof of payment must be either; canceled checks, or
 - c. A detailed transaction report from accounting software that includes; vendor name, date of payment, check number, and amount of payment.
 - (d) A notarized statement from the Grantee's signatory on this Agreement certifying that the contents of the report are true and accurate;
 - (e) An invoice including the total award amount, amount requested for reimbursement (rounded to whole dollar amount) municipality name, address, grant name, grant number, and date; and

(f) Photographs of all of the completed Project elements described in the Project description contained in Attachment A. Photographs must be in color and submitted electronically.

3. **Closeout Procedures:** The Agency shall withhold the final payment of the Grant funds until the Agency has approved the Grantee's Final Report, demonstrating that Grantee has completed the Project in accordance with this Agreement. The Final Report must be submitted no later than 30 days after the Completion Date.

[END OF ATTACHMENT B]

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS**REVISED OCTOBER 1, 2024**

1. Definitions: For purposes of this Attachment, “Party” shall mean the Contractor, Grantee, or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect. Where an authorized individual is either required to click-through or otherwise accept, or made subject to, any electronic terms and conditions to use or access any product or service provided hereunder, such terms and conditions are not binding and shall have no force or effect. Further, any terms and conditions of Party’s invoice, acknowledgment, confirmation, or similar document, shall not apply, and any such terms and conditions on any such document are objected to without need of further notice or objection.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont without resort to conflict of laws principles. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State regarding its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights, or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights, or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity:

- A.** The Party shall defend the State and its officers and employees against all third-party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.
- B.** After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.
- C.** The Party shall indemnify the State and its officers and employees if the State, its officers, or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.
- D.** Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys’ fees, collection

costs or other costs of the Party or any third party.

8. Insurance: During the term of this Agreement, Party, at its expense, shall maintain in full force and effect the insurance coverages set forth in the Vermont State Insurance Specification in effect at the time of incorporation of this Attachment C into this Agreement. The terms of the Vermont State Insurance Specification are hereby incorporated by reference into this Attachment C as if fully set forth herein. A copy of the Vermont State Insurance Specification is available at: <https://aoa.vermont.gov/Risk-Claims-COI>.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports, and other proofs of work.

10. False Claims Act: Any liability to the State under the Vermont False Claims Act (32 V.S.A. § 630 et seq.) shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority, or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Use and Protection of State Information:

- A. As between the State and Party, "State Data" includes all data received, obtained, or generated by the Party in connection with performance under this Agreement. Party acknowledges that certain State Data to which the Party may have access may contain information that is deemed confidential by the State, or which is otherwise confidential by law, rule, or practice, or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. ("Confidential State Data").
- B. With respect to State Data, Party shall:
 - i. take reasonable precautions for its protection;
 - ii. not rent, sell, publish, share, or otherwise appropriate it; and
 - iii. upon termination of this Agreement for any reason, Party shall dispose of or retain State Data if and to the extent required by this Agreement, law, or regulation, or otherwise requested in writing by the State.
- C. With respect to Confidential State Data, Party shall:
 - i. strictly maintain its confidentiality;
 - ii. not collect, access, use, or disclose it except as necessary to provide services to the State under this Agreement;
 - iii. provide at a minimum the same care to avoid disclosure or unauthorized use as it provides to protect its own similar confidential and proprietary information;
 - iv. implement and maintain administrative, technical, and physical safeguards and controls to protect against any anticipated threats or hazards or unauthorized access or use;
 - v. promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for Confidential State Data so that the State may seek an appropriate protective order; and
 - vi. upon termination of this Agreement for any reason, and except as necessary to comply with subsection B.iii above in this section, return or destroy all Confidential State Data remaining in its possession or control.
- D. If Party is provided or accesses, creates, collects, processes, receives, stores, or transmits Confidential State Data in any electronic form or media, Party shall utilize:
 - i. industry-standard firewall protection;
 - ii. multi-factor authentication controls;
 - iii. encryption of electronic Confidential State Data while in transit and at rest;
 - iv. measures to ensure that the State Data shall not be altered without the prior written consent of the State;
 - v. measures to protect against destruction, loss, or damage of State Data due to potential environmental hazards, such as fire and water damage;

- vi. training to implement the information security measures; and
 - vii. monitoring of the security of any portions of the Party's systems that are used in the provision of the services against intrusion.
- E. No Confidential State Data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the United States, except with the express written permission of the State.
- F. Party shall notify the State within twenty-four hours after becoming aware of any unauthorized destruction, loss, alteration, disclosure of, or access to, any State Data.
- G. State of Vermont Cybersecurity Standard Update: Party confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of incorporation of this Attachment C into this Agreement. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>
- H. In addition to the requirements of this Section 12, Party shall comply with any additional requirements regarding the protection of data that may be included in this Agreement or required by law or regulation.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this Agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this Agreement. Records produced or acquired in a machine-readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of this Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable, and shall include this provision in all subcontracts for work performed in Vermont. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

15. Offset: The State may offset any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any offset of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided in 32 V.S.A. § 3113.

16. Taxes Due to the State: Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, Party is not under an obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order. Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract, or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), as amended by Section 17 of Act No. 142 (2010) and by

Section 6 of Act No. 50 (2011).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 (“False Claims Act”); Section 11 (“Whistleblower Protections”); Section 12 (“Confidentiality and Protection of State Information”); Section 14 (“Fair Employment Practices and Americans with Disabilities Act”); Section 16 (“Taxes Due the State”); Section 18 (“Child Support”); Section 20 (“No Gifts or Gratuities”); Section 22 (“Certification Regarding Debarment”); Section 30 (“State Facilities”); and Section 32.A (“Certification Regarding Use of State Funds”).

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel, and/or education programs) to any officer or employee of the State during the term of this Agreement.

21. Regulation of Hydrofluorocarbons: Party confirms that all products provided to or for the use of the State under this Agreement shall not contain hydrofluorocarbons, as prohibited under 10 V.S.A. § 586.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party’s principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds. Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State’s debarment list at: <https://bgs.vermont.gov/purchasing-contracting/debarment>.

23. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

24. Vermont Public Records Act: Party acknowledges and agrees that this Agreement, any and all information obtained by the State from the Party in connection with this Agreement, and any obligations of the State to maintain the confidentiality of information are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 *et seq.*

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lockouts) (“Force Majeure”). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

26. Marketing: Party shall not use the State’s logo or otherwise refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

27. Termination:

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel this Agreement at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Agreement immediately, and the State shall have no obligation to pay Party from State revenues.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party’s notice or such longer time as the non-breaching party may specify in the notice.
- C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

28. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

29. No Implied Waiver of Remedies: Either party's delay or failure to exercise any right, power, or remedy under this Agreement shall not impair any such right, power, or remedy, or be construed as a waiver of any such right, power, or remedy. All waivers must be in writing.

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to, and use of, State facilities, which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

A. Requirement to Have a Single Audit: The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the Federal Audit Clearinghouse within nine months. If a single audit is not required, only the Subrecipient Annual Report is required. A Single Audit is required if the subrecipient expends \$1,000,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

B. Internal Controls: In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission.

C. Mandatory Disclosures: In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

A. Certification Regarding Use of State Funds: If Party is an employer and this Agreement is a State-funded grant in excess of \$1,000, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

B. Good Standing Certification (Act 154 of 2016): If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify; and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

**ATTACHMENT D
OTHER GRANT AGREEMENT PROVISIONS**

1. Subject Matter And Source Of Funds

The grant which is the subject of this Agreement (the “Grant”) is funded by the Downtown Transportation and Related Capital Improvement Fund established under the Vermont Downtown Development Act, 24 V.S.A. chapter 76A (the “Act”). The Act allows the Vermont Downtown Development Board (the “Board”) to award grants to municipalities with designated downtowns pursuant to the Act to fund downtown capital transportation and related improvement projects to support economic development. The Board, in accordance with the Act, has awarded the Grant for the purpose of supporting the activities described in this Agreement.

2. Historic Preservation Review

The Grantee shall not commence construction nor allow commencement of construction until all Project plans have been approved by the Vermont Division for Historic Preservation. Grantee shall construct the Project in accordance with the approved project plans. Any conditions to avoid adverse impact on any historic or archeological resources shall be met, as set forth by letter to Grantee from the Division for Historic Preservation on behalf of the Vermont Advisory Council for Historic Preservation. Any changes to the Project plans must be approved in advance by the Division of Historic Preservation.

3. Procurement Procedures

The Grantee shall employ an open and competitive process for the solicitation of bids and the selection of contractors for the performance of any Grant-assisted work. This Agreement shall in no way be construed to relieve the Grantee of contractual obligations outside of this Agreement. The Grantee shall be responsible, in accordance with good administrative practices and sound business judgment, for the settlement of any contractual or other issues arising out of procurement arrangements related to the Project.

4. Conflict Of Interest

(A) No member of the legislative body of the Grantee, officers or employees of the Grantee, or their respective designees, or agents, shall participate in the selection of a contractor or in the award or administration of a contract supported by the Grant funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise, but not be limited to, circumstances where one of the following persons has a financial or other interest in the award:

- (i) an elected official, employee, officer or agent of the Grantee;
- (ii) an immediate family member of an elected official, employee, officer or agent of the Grantee;
- (iii) a person with whom any elected official, employee, officer or agent of the Grantee has business ties; or
- (iv) an organization that employs or is about to employ any of the above.

(B) The Grantee’s officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub agreements.

(C) Grantee may adopt procedures that set reasonable standards of conduct where the financial interest is insubstantial, or the gift is an unsolicited item of nominal intrinsic value.

5. Bank Accounts For Grant Funds

Grantee shall maintain Grant funds in a depository account or accounts under the control of the treasurer for the Grantee with an institution or institutions authorized to take deposits in the State of Vermont. Grant funds shall be paid out only on orders drawn by officials authorized to draw such orders. All Grant funds held in such accounts shall be fully insured by the Federal Deposit Insurance Corporation or its equivalent. Any balance exceeding such coverage shall be secured by U.S. Government obligations.

All individuals who are authorized to deposit receipts and/or pay out funds from any of the accounts covered by this Subsection shall have fidelity bond coverage in an amount commensurate with any losses that might be incurred.

6. Financial Management

- (A) The Grantee shall establish and maintain a system which assures effective control over, and accountability for, all funds, property and other assets used and/or attained under this Agreement.
- (B) The Grantee or any third party hired to perform the financial management responsibility, must implement a financial management system that:
 - (i) Maintains separate accounting records and source documentation for the activities funded under this Agreement and provides accurate financial information in the form specified by the Agency;
 - (ii) Provides for accurate, current and complete disclosure of the financial status of the Project and for the expenditure of all Resources listed in the Overall Project Budget as set forth in Attachment A;
 - (iii) Establishes records of budgets, receipts, and expenditures for each activity and demonstrates the sequence and status of receipts, obligations, disbursements, and fund balance; and
 - (iv) Is consistent with generally accepted accounting principles.

7. Authority To Alter Project

For a period beginning with the completion of any construction activities funded by this Agreement and continuing for a period of five (5) years thereafter, the Grantee shall not, without the express written permission of the Agency:

- (A) sell or transfer ownership of all or a portion of the property which is the subject of the Project;
- (B) discontinue operation of all or a portion of the Project;
- (C) materially alter or expand the Project's purpose or function; or
- (D) make any physical, structural or visual alterations to the Project.

Failure to comply may result in recapture of funds in accordance with Section 11 of this Agreement.

8. Monitoring

- (A) The Grantee shall monitor the activities covered by this Agreement, including those of contractors and subcontractors, to assure that all program requirements are being met.
- (B) The failure of the Grantee or its contractors or subcontractors to report as required or respond to requests for data or information in a timely manner may be grounds for holding the processing of requisitions or for suspension or termination of this Agreement

9. Termination For Convenience

The Agency and the Grantee may terminate this Agreement in whole, or in part, when agreed that the continuation of the Project would not produce the benefits anticipated hereunder, and shall agree upon the termination conditions, including the effective date thereof and, in the case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date thereof and shall cancel as many outstanding obligations as possible. The Agency may allow full credit for non-cancellable obligations, properly incurred prior to termination.

10. Suspension Or Termination For Cause

- (A) The Agency may suspend this Agreement, in whole or in part, at any time during its term and, upon 30 days written notice to Grantee, and may withhold further payments and/or prohibit Grantee from incurring additional obligations related to the Project when it is determined that Grantee has failed to substantially comply with the conditions of this Agreement.
- (B) The Agency may terminate this Agreement, in whole or in part, at any time during the term hereof, after 30 days written notice and a reasonable opportunity for comment from Grantee, when it is

determined that Grantee has failed to substantially comply with the conditions of this Agreement. Notice to Grantee shall include the reasons for the proposed termination, together with the proposed effective date, and the date by which Grantee's comment must be received. Grantee shall be prohibited from incurring additional obligations related to the Project following receipt of such notice. A final determination shall be provided in writing to Grantee, including the reasons for the termination and the actual effective date thereof.

11. Recapture Of Funds

- (A) In connection with the suspension or termination of this Agreement or otherwise, the Agency may determine to recapture all or part of the Grant funds at any time during the term of this Agreement and the Grantee shall be obligated to return such funds to the Agency, if the Agency finds that the Grantee has failed to comply in any significant manner with the requirements of this Agreement.
- (B) At any time during the Period of Performance under this Agreement, the Agency may review all costs incurred by the Grantee and all payments made and income received. Upon such review the Agency shall disallow any items of income received, and any items of expense which it determines are not allowable or are in excess of approved expenditures. The Agency shall, by written notice, inform the Grantee and the Board of any such disallowance.
- (C) If the Agency disallows any itemized expenses for which payment has not yet been made, it shall refuse to pay such costs. If payment has been made related to costs that are subsequently disallowed, the Agency may deduct and/or withhold the amount of disallowed costs from any future payments under this Agreement or require that such costs be refunded to the Agency.
- (D) In no event shall the total funds disbursed by the Agency exceed the Award Amount. Grantee shall be solely responsible for obtaining any funds in excess of the Award Amount which are required to complete the Project.
- (E) No funds shall be distributed if the Project is abandoned prior to the first disbursement of Grant funds.
- (F) Abandonment after commencement of the Project, but before its completion, shall terminate this Agreement, and no further Grant funds shall be distributed. Such termination may subject Grantee to the recapture provisions of this Agreement.
- (G) This Agreement is funded pursuant to the Act. If the funds supporting this Agreement become unavailable or are reduced, the Agency may terminate or amend this Agreement and shall not be obligated to pay the Grantee from any other source of funds. In no event shall this Agreement be construed as a commitment by the State of Vermont, the Agency, or the Board to fund future applications or programs.

12. Other Provisions

- (A) Agreements to be in Writing. The activities required by this Agreement shall be performed by the Grantee or by one or more third parties, such as a contractor, or subcontractor, pursuant to one or more written agreements consistent with this Agreement.
- (B) Documentation. The filing of documents with the Agency does not require that the Agency undertake to review and comment upon any such documents, nor does the Agency in any way assume such obligation by requiring the filing of such documents. It shall be the Grantee's sole responsibility to take appropriate steps through the negotiation, execution, and, when necessary, enforcement, of legally binding documents to ensure that the obligations of this Agreement are met. Filing of such documents with the Agency or use of model documents provided by the Agency shall in no way diminish Grantee's obligations hereunder.
- (C) Liability of Grantee. The Grantee shall remain fully liable and obligated with respect to the use of the Grant funds, notwithstanding the contracting with any third party(s). The Grantee shall require any third party to comply with all lawful requirements necessary to insure that the Grant is used in accordance with this Agreement.
- (D) Assignment. This Agreement shall not be assignable by any party.
- (E) No Waiver. Any forbearance by the Agency in exercising any right or remedy hereunder, or

otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

13. Travel Information Council Review – Wayfinding Signage

Grantee shall not commence work on any wayfinding signage without the approval of the Travel Information Council. State statute, [10 VSA 494\(17\)](#), provides an opportunity for designated downtowns to use signs of a unique style within their designated district. The Travel Information Council must approve, but can only deny based on safety considerations. Grantee must consult the necessary laws and regulations, or professionals knowledgeable thereof, in order to meet the 494(17) requirements, particularly the safety elements found in the [Manual on Uniform Traffic Control Devices](#) promulgated by the US DOT Federal Highway Administration.

[END OF ATTACHMENT D]

TAX MAP MAINTENANCE PROPOSAL FOR THE TOWN OF WAITSFIELD, VT

For processing data recorded 04/01/2025 through 03/31/2026

January 23, 2025

Cartographic Associates, Inc., a New Hampshire corporation doing business as CAI Technologies, with its office located at 11 Pleasant Street, in Littleton, N.H. 03561, hereinafter called CAI, proposes to the Town of Waitsfield, VT, hereinafter called the CLIENT, to provide professional mapping services according to the specifications, terms, and conditions below written:

SCOPE OF SERVICES

A. Compilation

1. CAI shall review and incorporate all subdivisions, boundary line adjustments and surveys and make any required property line, area, and/or frontage changes.
2. CAI shall review all title conveyance deeds and make any required changes. - N/A*
3. CAI shall calculate the area of any parcel that is changed as a result of the above Items 1 and 2, following professionally accepted roundoff rules.
4. If copies of the property record cards for parcels with new or changed buildings, including the building sketches, are provided, CAI shall use the most recent available orthoimagery to accurately place building footprints.
5. CAI shall review information from the previous tax year, regarding problem areas and shall attempt to resolve any discrepancies or problems in a fair and equitable manner for tax assessment purposes.
6. As all the above referenced data are compiled throughout the year, CAI shall mark each document confirming the intent stated therein. If the intent is not a direct conveyance, CAI shall label the document appropriately with the new parcel number and area.
7. All data shall be incorporated and formatted in a manner consistent with the existing map/GIS data.
8. All work shall be reviewed and checked for errors and preliminary PDFs shall be provided for review prior to finalizing the annual service.

B. Computer Map Index Services - N/A*

1. CAI shall maintain an index of property records that corresponds to the the property maps.
2. All index changes shall be coded in the change field as follows:

M1 - Name/Book and Page	A - Add New Lot
M2 - Area	D - Delete Lot
M3 - Parcel Id Number (i.e. Map and/or Lot number	
M4 - Multiple of M1, M2, M3	
M5 - Other (such as plan name or plan lot number)	
3. CAI shall provide computer index printouts to the CLIENT sorted as follows:
 - a. Numerical by map and lot number
 - b. Alphabetical by owner's name
 - c. Change list by change code with secondary sorting by map and lot
 - d. Other index printouts will be available upon request, at current CAI prices

C. GIS

1. All digital files will be processed using Esri GIS software.
2. All data will be checked for topology errors and corrected.
3. GIS data will be delivered in Esri's shape file, geodatabase, or other format, depending on the format of the existing data.

D. Responsibilities of the CLIENT

1. The CLIENT shall provide a copy of each deed, keyed to the correct map and lot. - N/A*
2. The CLIENT shall provide a print of each subdivision plan, boundary adjustment plan, and map to be incorporated, keyed to the correct map & lot.
3. The CLIENT shall acquire as much information as possible about any questions and/or problems.
4. If buildings are to be added or changed, the CLIENT shall provide a copy of the appropriate Property Record Card, including the building sketch.
5. The CLIENT shall notify CAI of approval of preliminary PDFs or edits to be made within thirty days of receipt of said preliminary PDFs.

ADMINISTRATIVE

A. Documenting Progress

1. An officer of CAI shall be responsible for monitoring and documenting the progress of the maintenance process.
2. Flow charts shall be maintained, monitoring the progress of the maintenance procedure; the purpose of which is to be able to inform the CLIENT of exactly where the project stands at any given time. The charts shall include the following:

a. receipt date of data to be processed	e. completion date of second draft
b. completion date of compilation	f. date printed
c. completion date of first draft	g. date shipped
d. completion date of checking	

TIMING

CAI shall complete and deliver the work described within 45 days of the receipt of the final information to be incorporated as defined in this proposal.

COST

Map/GIS Maintenance Service	\$1,900.00
Building Footprints (if building sketches are provided as described above)	\$20.00/building added or changed

DELIVERABLES

Deliverables shall include one (1) complete sets full size and one (1) complete set reduced size tax maps prints, PDFs, digital data

PAYMENT

Payment shall be made to CAI within thirty (30) days of invoicing, per terms of the invoice. Said invoicing shall be done on a quarterly basis throughout the project cycle, unless other payment arrangements have been made.

GUARANTEE

CAI shall guarantee all data generated against any errors or omissions for one (1) full year from the date of delivery. This guarantee does not include any changes due to data not made available under the terms of this proposal or any new information that is made available subsequent to the delivery date.

TAX MAP MAINTENANCE CONTRACT FOR THE TOWN OF WAITSFIELD, VT

For processing data recorded 04/01/2025 through 03/31/2026

This is a contract made this 23 day of January, 2025, between Cartographic Associates, Inc., a New Hampshire corporation doing business as CAI Technologies, with its office located at 11 Pleasant Street, Littleton, NH 03561, hereinafter called CAI, and the Town of Waitsfield, VT, hereinafter called the CLIENT, to provide professional mapping services according to the specifications, terms, and conditions below written.

Witnesseth, the above parties agree as follows:

1. All work shall be done according to the Tax Map Maintenance Proposal, dated January 23, 2025, hereto annexed. It is the intent of the parties that the above referenced proposal be considered a part of this contract, the same as if fully incorporated into this contract.
2. The CLIENT shall pay \$1,900.00 for the map/GIS maintenance services under this contract. If Property Record cards, including building sketches are provided, the CLIENT shall pay an additional \$20.00/building added or changed. There will be no additional charge if Property Record cards are not provided.
3. CAI agrees that this contract shall not be assigned, transferred, conveyed, or otherwise disposed of without the previous express written consent of the CLIENT and neither shall said CAI's right, title, interest, or power to execute such contract be assigned, transferred, conveyed or otherwise disposed of without written consent of the CLIENT.
4. The Parties executing this contract agree that the above recitals constitute the entire agreement between the parties for the requested mapping services.

This contract shall be construed under the laws of the State of Vermont.

The parties hereto have executed this agreement by their duly authorized officers.

Town of Waitsfield, VT

CAI Technologies

BY: _____
TITLE: _____



Franco D. Rossi
President

BY: _____
TITLE: _____

BY: _____
TITLE: _____

BY: _____
TITLE: _____

Application or Grant # _____

AMENDED RESOLUTION FOR MUNICIPAL PLANNING GRANT

WHEREAS, the Municipality of _____ has applied for funding as provided for in the FY_24_ Budget Act and has received an award of funds under said provisions; and

WHEREAS, the Department of Housing and Community Development has offered a Grant Agreement to this Municipality for said funding; and

WHEREAS, the Municipality has undergone a change in Municipal staff which necessitates updating the Department of Housing and Community Development to allow new Municipal staff access to the grant files,

Now, THEREFORE, BE IT RESOLVED

1. That the Legislative Body of this Municipality has entered into and agreed to the requirements and obligations of this grant program including a commitment to match funds.

2a. That (Name) _____ Title _____

who is either the Chief Executive Officer (CEO), as defined by 10 VSA §683(8), or is a Select Board Member, the Town Manager, the City Manager, or the Town Administrator, is hereby designated to serve as the Municipal/Authorizing Official (M/AO) for the Grants Management On-Line System, Intelligrants, and to execute the Grant Agreement and other such Documents as may be necessary to secure these funds.

2b. **(Alternate Authorizing Official for redundancy)**

That (Name) _____ Title _____

who is either the Chief Executive Officer (CEO), as defined by 10 VSA §683(8), or a Select Board Member, is the Town Manager, the City Manager, or the Town Administrator, is hereby designated to serve as the Municipal/ Authorizing Official (M/AO) for the Grants Management On-Line System, Intelligrants, and to execute the Grant Agreement and other such Documents as may be necessary to secure these funds.

2c. That (Name) _____ Title _____

is hereby designated as the Grant Administrator, the person with the overall Administrative responsibility for the Municipal Planning Grant program activities related to the application, and any subsequent Grant Agreement provisions.

Passed this _____ day of _____, _____.

LEGISLATIVE BODY*

(name)

(signature)

(CEO)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

INSTRUCTIONS FOR RESOLUTION FORM

- A. The Legislative Body of the Municipality must adopt this resolution or one that will have the same effect. This Form may be filled in or the adopted Resolution may be typed on municipal letterhead, filling in the name of the municipality, the Legislative Body (e.g., Board of Selectmen), and the name and title of the Municipal/ Authorizing Official(s)(M/AO(s); and the Grant Administrator.
- B. Following formal adoption, the Resolution must be signed by a majority of the legislative body.
- C. This form may be either emailed to:

Municipal Planning Grant Program
Department of Housing and Community Development
One National Life Drive, Sixth Floor
Montpelier, VT 05620-0501
Jennifer.lavoie@vermont.gov

- D. An electronic copy of the submitted Resolution document will be uploaded by DHCD staff and available online.

CONSORTIUM APPLICATIONS:

- E. For consortium applications, each municipality must complete a separate Resolution Amendment form. All municipalities must designate the same Municipal/Authorizing Official(s) and grant Administrator.



TOWN OF WAITSFIELD

MEMORANDUM

TO: Sullivan Powers & Company, P.C.

FROM: Steve Lewis, Town Treasurer
York Haverkamp, Town Administrator

DATE: March 3, 2025

SUBJECT: Management Response to FY2024 Schedule of Finds and Deficiencies in Internal Controls

Management has reviewed the findings and recommendations associated with Sullivan & Powers' audit of the Town of Waitsfield's FY2025 financial systems and offers the following responses:

2024-01 Reconciliation of Bank Statements

Beginning in 2025 the Town will require that the Treasurer reconcile all bank accounts to the general ledger on a monthly basis and that this reconciliation be reviewed by an appropriate official.

2024-02 Authorization of General Journal Entries

Although the Town has both a policy and practice of obtaining appropriate official's review and authorization for all adjustments to the books off original entry, beginning in FY25 the Town will require appropriate officials to review all general journal entries to ensure that they are valid and appropriate..

Town of Waitsfield
Application for Public Festival Permit

Instructions: This application must be received at the Town Office at least 30 days prior to the commencement date of the festival. Applications are reviewed and permits issued by the Selectboard. The application fee must be paid upon submission of the application, unless the festival is conducted solely for charitable or non-profit purpose and the applicant is seeking a waiver of the fee from the Selectboard.

- 1) Name of Festival: Mountain Gardeners Plant Sale
2) Date(s) of Festival: Saturday, June 7, 2025
3) Location of Festival: Across from Shaw's Market, 27 Mad River Canoe Rd.
4) Hours of Festival: 9-12
5) Sponsor of Festival: Mountain Gardeners Club
Address: _____

Phone #: 802-583-2969(h) e-mail: andreahenderson@gmaut.net
617-699-8132(c)

- 6) Please provide names of principal individuals responsible for the festival:

Andrea Henderson

Jane Macan

Name

617-699-8132

Name

802-583-4770

Phone

1662 Mill Brook Rd

Phone

105 Village Run Drive

Address

Fayston, VT 05673

Address

RRI Box 67-27 Warren, VT 05674

- 7) Owner of premises where festival is to take place. If sponsor is not the owner, the owner's written consent must be submitted with the application.

Shaws #0326

27 Mad River Canoe Rd

Owner

802-496-5330

Address

Waitsfield, VT 05673

Phone

- 8) A. Number of tickets to be printed, if applicable: n/a

B. Number of persons reasonably expected to attend: 100-200

C. Fee: \$25 for each 250 persons expected to attend: \$ 25

D. If festival is charitable or non-profit, are you requesting a fee waiver? No

If so, please explain the charitable or non-profit nature of the event: _____

- 9) Specific arrangements proposed to be made for off-street parking, sanitation facilities, traffic control, security, crowd/noise control, food & beverage service, if any. ATTACH SEPARATE SHEET IF NEEDED:

n/a

- 10) Summary of advertising and sign material including scope, general description and estimated budget therefore. ATTACH SEPARATE SHEET IF NEEDED:

Front Porch Forum
Valley Reporter Ad/Article
Banner, Signs around sale

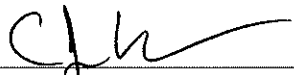
- 11) General nature of the festival, persons scheduled to appear, and description of program. ATTACH SEPARATE SHEET IF NEEDED:

Selling plants to raise money for a scholarship

- 12) If food and beverage are to be provided, indicate name and address of provider(s). ATTACH SEPARATE SHEET IF NEEDED:

n/a

- 13) I hereby represent that to the best of my knowledge the information provided in this application is true and correct:


Signature

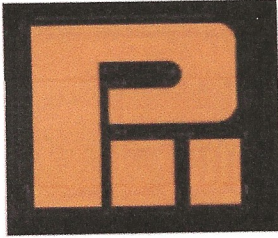
Andrea Henderson 2/11/2025
Printed Name of Applicant Date

Disposition of application – For Town Use Only

Denied: _____ Granted: _____ Date of Selectboard Action: _____

Conditions:

By: Waitsfield Selectboard



PIKE INDUSTRIES, INC.

249 Granger Rd., Barre, VT 05641
AN EQUAL OPPORTUNITY EMPLOYER

Phone: 802/223-3002
Fax: 802/223-3175

ESTABLISHED 1872

To: Town Of Wiatfield, VT	Contact: Charles Goodman III
Address: 4144 Maine Street Waitsfield, VT 05673	Phone:
	Fax:
Project Name: Waitsfield, Town Of 2025	Bid Number:
Project Location: Bridge Street And East Warren Road, Waitesfield, VT	Bid Date: 11/26/2024


Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1. Reclaim, Pave Base & Top; Bridge To Joslin Hill Intersection					
1A	Full Depth Reclaim - Starting At Joslin Hill Intersection And Ending At The Covered Bridge 27' Wide X 1750' Long	5,250.00	SY	\$3.45	\$18,112.50
1B	Machine Pave - Starting At Joslin Hill Intersection And Ending At The Bridge, 27' Wide X 1750' Long. 2.5" Base Course (750 Ton, Type II), 1.5" Wearing Course (440 Ton, Type III).	1,190.00	TON	\$91.60	\$109,004.00
Total Price for above 1. Reclaim, Pave Base & Top; Bridge To Joslin Hill Intersection Items:					\$127,116.50
2. Pave Shim/Wearing Course; Joslin Hil Intersection : Town Line					
2	Machine Pave - Starting At Joslin Hill Intersection And Ending On East Warren Road At The Town Line. (23' Wide X 3.5 Miles). 1/2" Leveling Shim Course (1350 Ton, Type IV), And 1.5" Wearing Course (4000 Ton, Type III).	5,350.00	TON	\$90.82	\$485,887.00
Total Price for above 2. Pave Shim/Wearing Course; Joslin Hil Intersection : Town Line Items:					\$485,887.00

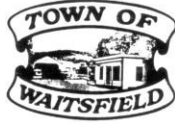
Notes:

- AC Price Adjustment shall be paid in its entirety to Pike Industries, Inc. per the Construction Contract.
- Pike Industries, Inc. reserves the right to adjust unit prices based on total revenues awarded.
- Pike Industries, Inc. is not responsible for liquidated damages, or any disincentives associated with the work as quoted.
- Hot Mix Asphalt (HMA) as quoted is free of Refined Engine Oil Bottoms (REOB's). For more information regarding REOB's, a listing of states that have currently banned their use and potential detriments to HMA please go the following website:
<http://commonwealthmagazine.org/transportation/004-laying-it-down-testing-it-later/>
- Bid Price valid for 15 days.

Payment Terms:

Net 30 days

<p>ACCEPTED:</p> <p>The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED:</p> <p>Pike Industries, Inc. VT</p> <p>Authorized Signature: </p> <p>Estimator: Joseph Montagne (802) 249-5231 jmontagne@pikeindustries.com</p>
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TOWN OF WAITSFIELD

To Whom It May Concern,

The Town of Waitsfield Road Department has observed an increase in property owners dumping snow—whether from plowing or snow blowing—into the Town road right-of-way. Additionally, some property owners have been pushing snow across Town roads, which reduces the effectiveness of salt and sand treatments.

Please be advised that these practices create hazardous conditions, making it more difficult and potentially dangerous for the Town Road Crew to clear snow efficiently. They also increase the time required to complete snow removal operations.

This serves as a formal notice that Vermont state law (23 V.S.A § 1126a) **prohibits plowing, blowing, or shoveling snow across or onto a Town or State highway.** Violators may be subject to fines or penalties and may also be held responsible for any property damage, vehicle accidents, or additional costs incurred by the Town for snow removal. The actual cost of equipment and manpower required for removal may be charged to the property owner, with a minimum charge of one hour per Road Department personnel and equipment.

If you have any questions or require further information, please contact Town Administrator York Haverkamp. We appreciate your cooperation in keeping our roads safe and accessible for all.

Sincerely,

York Haverkamp
Waitsfield Town Administrator
townadmin@gmavt.net
802-496-2218 ext. 5