

**TOWN OF WAITSFIELD
SELECTBOARD MEETING AGENDA
Monday, May 19, 2025 | 6:30 PM
Location: Waitsfield Town Office
(Zoom access details below)**

I. Call to Order – 6:30 PM

Location: Waitsfield Town Office or via Zoom (see access information below)

II. Regular Business

A. Agenda Adjustments

- Additions, removals, or modifications pursuant to 1 V.S.A. § 312(d)(3)(A)

B. Public Forum

- Open for public comment
-

III. Business Items

A. Meadow Road Bridge & Covered Bridge Contingency

- Discuss current status and contingency planning

B. Conservation Commission – Scrag Mountain Trail RFP

- Review and consider issuing the RFP for trail improvements
- Review Institute Conservation District contract

C. Wastewater Update

- Update on wastewater planning and current progress

D. General Wait House (GWH)

1. Connector Space Fees and Rent

- Discuss structure and proposed fees for use of the connector space

2. Event Funding Request

- Request from the General Wait House Commission to use up to \$700 from GWH reserves for the Settlement Day Gala and Historic Tour
- Discussion on permitting alcohol on public property for June 29 event

3. Letter to Review

32 **4. Projector for GWH Dining Room**

- 33 • Review proposal for acquiring or utilizing a projector for meetings and events

34 **E. Pocket Park Easement**

- 35 • Update and discussion on easement coordination and work planning

36 **F. Work Plan Overview**

- 37 • Review project progress and coordination using the Monday.com platform

38 **G. Selectboard Roundtable**

39 **H. Town Administrator's Updates**

40 **I. Other Business**

42 **IV. Consent Agenda**

43 **A. Items for Approval**

- 44 1. Minutes of May 5, 2025
45 2. Bills Payable and Treasurer's Warrants
46 3. Letter to Dog Owners
47 • Annual notice to previous registrants who have not yet renewed
48 4. Festival Permit – Mad Marathon
49 5. Tax Map Maintenance Contract
50 6. Letter of Intent – Better Roads Program
51 7. Liquor Licenses
52 • Twisted Halo – Outside Consumption Permit

54 **V. Executive Session – As Needed**

55 **A. Enter Executive Session**

- 56 • Pursuant to 1 V.S.A. § 313(a)(3), to discuss the appointment, employment, or evaluation of a
57 public officer or employee
58 • Invite York Haverkamp to join the session
59 • [Vermont Executive Session Statute](#)

61 **VI. Adjourn**

62

***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.

Town Administrator Report May 19th 2025

Reflections from Knoxville

I recently returned to Knoxville, Tennessee, to celebrate Mother's Day and my daughter Opal's high school graduation. For the past seven years, our family has lived in West Knoxville—technically just outside the city limits, but still within Knox County and what is considered the greater Knoxville area. The population there is roughly 150% the size of Vermont's entire population, and my kids' high school alone has over 2,200 students.

While driving—or rather, chauffeuring—through town, I found myself stopped at nearly every traffic light (and there are a lot of them). Traffic has grown exponentially worse, particularly since the onset of COVID-19, at least from my experience. Just last week, a Waitsfield resident said to me, only half-jokingly, “The day a traffic light goes up in this town is the day I put my house on the market.” I suspect many have said or thought something similar.

All of this made me reflect on how vibrant and active our own Valley is—not in the chaotic sense of constant traffic and hurried movement, but in a way that is deliberate and grounded. What I see here is intentionality. Every day, people are meaningfully engaged in efforts to strengthen our community. This work is thoughtful, coordinated, and rooted in a shared commitment to making Waitsfield—and the broader region—a better place for everyone.

I feel incredibly grateful every day to be part of this community.
Thank you, and peace.

General Wait House – Roof and Insulation Opportunity

As the Town gets ready for the upcoming roofing work on the addition at the General Wait House, there's a chance to improve the building's energy efficiency and comfort at the same time.

Current condition:

- The addition has a cathedral ceiling with no visible insulation.
- There's no attic space above, making it hard to add insulation later from inside.

Opportunity:

- When the roof is opened for replacement, rigid foam insulation could be added from above.
- This would be less disruptive and more affordable than trying to add insulation through a separate project in the future.

Potential benefits:

- Better energy efficiency

- Less chance of ice dams
- Improved interior comfort
- Avoids the need for future construction work

Next steps:

1. I have contacted the roofing contractor to:
 - Discuss insulation options
 - Get a rough cost estimate
 - See if this can be done within the current project scope

Update from Miles of Vermont Heavy Timber – Big Eddy Bridge

The Town of Lyndon recently installed a height restriction barrier for their covered bridge. With that precedent, there is renewed interest in similar measures for our bridges. Miles is currently preparing draft drawings for consideration.

All scheduled work on the Great Eddy Covered Bridge has been completed.

Items for Work Plan Consideration

- Brush dump
 - Pocket park work easement
 - Water Ordinance
 - TextMyGov Zoom scheduling (Week of May 26, between 1:00 – 5:00 PM)
-

Street Sweeping and Line Striping Update

After considerable coordination with VTrans and other stakeholders, Main Street and a portion of Route 17 are scheduled for street sweeping during the week of May 19. Ensuring safe conditions for residents, visitors, pedestrians, and cyclists made this a priority. VTrans expedited the required 1111 permit to allow sweeping to proceed.

Line striping will follow, though likely later in the summer. VTrans may be able to assist, but I have also reached out to several line striping companies for quotes. As of now, I've not received any responses. My understanding is that striping should be done annually.

Brush Dump – Background for Work Plan Consideration

The Town Administrator is interested in exploring the idea of adding a brush dump site to the

Town's work plan. This would offer a convenient location for the road crew and residents to dispose of yard waste such as branches and brush.

This initial discussion serves to introduce the concept, including possible site locations, permitting needs, operational and staffing considerations, and estimated costs. If there is interest from the Selectboard, staff can begin developing a more detailed proposal.

Thank you and Peace

York



Scrag Mountain Town Forest
Phase II Trail Construction
REQUEST FOR PROPOSAL

Town of Waitsfield
Conservation Commission
4144 Main Street
Waitsfield, VT 05673
Phone (802) 496-2218

Prepared by: Town of Waitsfield Conservation Commission
Date: DRAFT May 16, 2025

REQUEST FOR PROPOSAL
Scrag Mountain Town Forest – Phase I Trail Construction
Waitsfield, Vermont

PROPOSAL SUBMISSION DEADLINE: JULY 31, 2025
QUESTION SUBMISSION DEADLINE: JUNE 30, 2025

Questions may be submitted in written form to:

Contact Name: James Donaldson
Contact Address: 4144 Main Street
Waitsfield, VT 05673
Email Address: jamesd05673@gmail.com

PROJECT LOCATION

The project associated with this RFP is located at the Scrag Mountain Town Forest, 461-389 Ryle Road, Waitsfield, Vermont.

PROJECT SCOPE

The trail design calls for installation of a total of 1.07 miles of new hiking trail.

PROJECT TIMELINE

The trail installation is desired to be completed during the 2025 construction season. Provisions for project completion in 2026 will be considered based upon availability of the firm selected to complete the project.

PROJECT SPECIFICATIONS

Trail segments are to be constructed in accordance with the following standards, guidelines, or best practices:

United States Department of Agriculture Forest Service (USFS) Trail Construction & Maintenance Notebook: 2007 Edition.

<https://www.fs.fed.us/t-d/pubs/pdfpubs/pdf07232806/pdf07232806dpi72.pdf>

USFS Trail Fundamentals and Trail Management Objectives: 2016. USFS.

<https://www.fs.usda.gov/managing-land/trails/trail-management-tools/trail-fundamentals>

Vermont Town Forest Trail Design Guide.

https://fpr.vermont.gov/sites/fpr/files/doc_library/FPR-VT-Town-Forest-trail-design-guide.pdf

The trail alignment is flagged in the field for review. The beginning and end of the segment is double flagged in yellow.

In general, trail tread is designed for an 12-18" tread, with either minimal construction techniques where drainage and side hill terrain allow (corridor and debris clearing, trail definition) with areas of full bench construction needed in areas that exceed 3% sidehill. Construction is intended to be completed by hand except for moving construction materials to the trail network.

COORDINATION

BID WALK/SITE VISIT

An elective site visit will be held on June 27, 2025, from 12:00pm to 4:00pm for the purpose of viewing the flagged alignment. A member of the Town of Waitsfield Conservation Commission will be available to answer questions or provide clarification on the trail alignment and construction requirements. Bidders are welcome to access the Scrag Mountain Town Forest at any time before or after the planned site visit. Attendance at the June 27, 2025, site visit is not mandatory. Conservation Commission responses to any one bidder's questions will be shared with all bidders.

PROJECT PROPOSAL EXPECTATIONS

The Town of Waitsfield shall award the contract to the contractor that best accommodates the various project requirements. The Town of Waitsfield reserves the right to: (i) award the contract to more than one Bidder, (ii) request additional information or clarifications from any Bidder, (iii) negotiate with the selected bidder(s) before finalizing a contract, and (iv) refuse any proposal or contract. Bidders must disclose any potential conflicts of interest with the Town of Waitsfield, its officers, or employees.

DEADLINE TO SUBMIT PROPOSAL

All proposals must be received by July 15, 2025, no later than 5:00PM for consideration in the project proposal selection process.

PROPOSAL SUBMISSION FORMAT

The following is a list of information that the Bidder must include in their proposal submission:

Summary of Bidder Background

1. Bidder's Name(s)
2. Bidder's Address
3. Bidder's Contact Information (and preferred method of communication)
4. Evidence of legal authority to conduct business in the Town of Waitsfield (e.g. business license number).
5. Qualifications to do the requested work in a timely and efficient manner, based on relevant training and recent successfully completed work.
6. 2-3 references from recent work.

Proposed Outcome

- Summary of timeline and work to be completed.

Cost Proposal Summary and Breakdown

- A detailed list of any and all expected costs or expenses related to the proposed project.
- Summary and explanation of any other contributing expenses to the total cost.
- Brief summary of the total cost of the proposal.

PROPOSAL SELECTION CRITERIA

Proposals will be evaluated based on the following:

- Relevant experience and qualifications
- Approach to the project and understanding of requirements
- Cost proposal
- References
- Timeline and availability

AGRITECH INSTITUTE FOR SMALL FARMS, INC.

16 State Street
P.O. Box 623
Montpelier, VT 05601

(802) 249-7220
dsmith@dairycompact.org
<https://www.agritechinstituteforsmallfarms.org>

GEO FENCE EQUIPMENT SUPPLY/RESEARCH AGREEMENT

This is an Agreement between the Waitsfield Conservation Commission (“Conservation Commission”) and the Agritech Institute for Small Farms, Inc. (“Institute”) for the supply of geo fencing equipment, to assist with a knotweed management and remediation project being conducted by the Conservation Commission.

I. Agreement Purpose and Scope

This Agreement provides for the Institute to supply the Conservation Commission with geo fencing equipment for use in the knotweed management project being performed in the Mad River Valley, and for the Institute to obtain data developed from use of the equipment as part of the knotweed management project.

- A. The towns of Warren, Waitsfield and Fayston have been working together for the past six years to remove and stem the spread of knotweed from the headwaters and feeder streams of the Mad River, and also to restore the river’s riparian habitat. The effort has been in collaboration with faculty and students from the University of Vermont and with the State’s Department of Forest Parks and Recreation. The project is also evaluating and reporting on data gathered from the project, including with a comprehensive GPS measurement system.
- B. The management work has included a number of knotweed removal methods, including cutting, mowing and smothering and, more recently, sheep and goat grazing. Goat grazing was initiated in 2024. During the 2024 grazing season, Mary Beth Herbert grazed a herd of 14 goats at three sites along the riparian zone, totaling about ten acres.
- C. For the 2024 grazing operation, solar charged temporary electric netting was used to establish movable paddock boundaries and contain the goats. Moving the fencing and dealing with grounding rods proved to be a significant challenge and limited the goat grazing and management’s effectiveness.
- D. The Institute has been conducting a series of pilot trials of geo fencing equipment that test the effectiveness and cost of animal and vegetation management employing this equipment as compared to conventional methods employing post and wire and netting fencing, with both cattle as well as small ruminant animals. These pilot trials are demonstrating that the use of geo fencing can improve the efficiency and effectiveness of small ruminant animal vegetation management projects such as the Mad River project.
- E. The Lintilhac Foundation has supported the Institute’s project because of the developing potential of animal grazing with geo fencing as an effective management technique for mitigating invasive infestations in riparian zones, such as with this trial, as well as for

better protecting sensitive pasture areas and reducing animal waste runoff from farming operations. For this reason, the Foundation has provided the financial support to the Institute to assist with acquisition and research of the use of geo fence equipment with this knotweed mitigation project.

- F. Recognizing there is risk involved with use of this innovative equipment, the Institute is providing the equipment to the Conservation Commission for use during the 2025 grazing season at no charge, with an option to purchase the equipment at season's end.
- G. The Institute will provide a report to the Lintilhac Foundation about the outcome of this knotweed pilot trial of goats employing geo fencing, and also incorporate the trial into the Institute's greater research project. With the Institute's assistance, the Conservation Commission will gather data and provide a report to the Institute consistent with Attachment A at the conclusion of the 2025 grazing season, and otherwise reasonably assist with the Institute's geo fence research project. To the extent possible, the Conservation Commission will make information available from the GPS measurement system. Should the Conservation purchase the equipment and continue its use in following seasons, the Conservation will provide follow up information as feasible.

II. Geo Fence Equipment Supply; Equipment Use With Due Care

The Institute will provide 14 small ruminant animal geo fence equipment units to the Conservation Commission in accordance with Section V. The Institute will procure this equipment from Nofence, Inc. and provide it to the Conservation Commission in May, 2025.

The Conservation Commission will use and maintain the equipment with due care.

III. Equipment Provision to Conservation Commission At No-Risk for One Growing Season; Subsequent Equipment Purchase Or Return to the Institute

The Institute is providing the Nofence geo fence equipment to Conservation Commission risk free and at no cost for the 2025 growing season. At the conclusion of the 2025 growing season, the Conservation Commission will then either purchase the equipment or return it to the Institute, as provided below.

- A. If the Conservation Commission decides to continue use of Nofence geo fence equipment at the end of the 2025 growing season, the Conservation Commission shall purchase the equipment received from the Institute, priced as follows:

1) 14 Sheep & goat collar packages, including battery and neck strap with chain links.	
i. 14 x \$199/package	\$2,786
2) 4 Spare batteries	
i. 4 x \$49/battery	196
3) 1 Battery chargers	
i. 2 x \$39/charger	78
4) 14 First annual subscription fees	
i. 14 x \$56	784
5) Freight	<u>50</u>
TOTAL AMOUNT DUE	\$3,894

6) **CONTINUED SUBSCRIPTION FEES:** Should the Conservation Commission choose to purchase the equipment, it will then incur continuation of the equipment subscription fee beginning May 1, 2026. While subject to change, as of the date of this agreement's execution, this will be a monthly subscription fee of \$4.50 per collar for each month that collars are in use for at least one day, capped at \$36 per collar per year. The subscription fee will be payable to Nofence, without further involvement by the Institute.

B. If the Conservation Commission elects to purchase the equipment, payment shall be made to the Institute not later than November 30, 2025.

C. If Conservation Commission decides not to purchase the equipment, it shall be returned to the Institute, in cleaned condition, not later than November 30, 2025.

IV. Training and Operational Support to Be Provided by Nofence, Inc.

The Conservation Commission will contact Nofence, Inc. directly for any needed training and operational support.

V. Goat Management, Health, and Welfare

The Conservation Commission is solely responsible for the management and health and well-being of the goats, and for all on-site animal management decisions and operations.

VI. Research Data Collection and Reporting

The first data set to be collected and transmitted by Conservation Commission to the Institute is set forth in Attachment A. The first report shall be provided not later than November 30, 2025.

The Institute will assist with the data collection and preparation of this Report. The Conservation Commission shall provide follow up reports as appropriate and feasible.

VII. Additional Provisions

A. Indemnification.

The Conservation Commission agrees to indemnify and hold the Institute harmless from all claims arising from any injury or death to persons or other injury or damage to property directly caused by Conservation Commission goats, unless such injury, death, or damage is the result of the negligence or willful misconduct of the Institute or the Institute's employees, subcontractors, agents, or other individuals accessing the Conservation Commission's property.

B. Insurance.

Conservation Commission shall have commercial general liability insurance. The coverage shall be in an amount of not less than \$2,000,000 general aggregate and \$1,000,000 per occurrence.

C. Amendments.

This Agreement may be modified or amended by written agreement executed by both Parties.

VIII. Notice

Any notice required or permitted under this Agreement shall be sent to the following Party representatives:

To Conservation Commission:

Gail O'Keefe
Waitsfield Conservation Commission
4144 Main Street
Waitsfield, Vermont 05673
(802) 505-5796
gailokeefe@gmail.com

To the Institute:

Daniel Smith
Agritech Institute for Small Farms, Inc.
16 State Street
PO Box 623
Montpelier, VT 05601
(802) 249-7220
dsmith@dairycompact.org

Conservation Commission

Agritech Institute for Small Farms, Inc.

Signature and date

Signature and date

Name & Title

Name & Title

ATTACHMENT A

Pilot Project Summary Data

- Site Description and Photos
- Pilot time period
- Terrain description; length; width; acreage covered, other
- Number of animals on-site
- Was predator protection employed; if so describe
- Other data

Pasture/paddock Management Configuration and Efficiency

- Identify paddock sizes configured with virtual fence as compared to what would have been configured with conventional temporary fencing.
- Compare management and forage/invasives' consumption with virtual fencing use as compared to use of conventional temporary fencing

Labor Efficiency Comparison

- Total human labor time over the time period
 - Haul
 - Set up
 - Animal moves
 - Other activities' time (itemize)
- Estimated comparison to the labor time that would have been expended using conventional fencing

Animal Management Efficiency

- Number of animal moves over the period
 - identify average time between moves and how the moves were affected by different conditions
- Estimated comparison to the number of animal moves involved that would have been required with conventional fencing
- Comparison of animal weight gain with use of virtual fencing as compared with what you estimate would result with conventional temporary fencing
 - If gain, estimated per animal, on average

Sensitive Wet or Other Environmentally Sensitive Areas and Exclusion Zones

Describe any environmentally sensitive areas, particularly wet areas, that were managed as part of the pilot. Discuss if and how use of virtual fencing made the establishment of exclusion zones and protection easier and more effective as compared with use of conventional fencing.

Waitsfield Community Wastewater Project

Update 5.16.25

To: Waitsfield Selectboard
From: Joshua Schwartz, MRV Planning District
CC: Waitsfield Community Wastewater Project Team Members
York Haverkamp, Waitsfield Town Admin.
JB Weir, Waitsfield Planning & Zoning Admin.
Bob Cook, Waitsfield Planning Commissioner
Chach Curtis, Waitsfield Selectboard Member
Project Engineer
Jon Ashley, DuBois & King
Waitsfield Planning Commission
Date: May 16, 2025
Re: Waitsfield Community Wastewater Project Update

I'm providing this update on the Waitsfield Community Wastewater Project (WCWP), a task I'm carrying out in my role as Project Coordination Team Lead (as articulated in the *Waitsfield Wastewater Project Structure & Timeline | 2024-25*, approved by the Selectboard at its meeting of 7.8.24). This update aims to ensure the Waitsfield Selectboard and Waitsfield Community Wastewater Project Team Members are abreast of project status and developments.

The WCWP project engineer, Jon Ashley of DuBois & King (D&K), and the Waitsfield Community Wastewater Project Team (WCWPT) meet bi-weekly on various design elements, including system design plans, technical specifications, property owner discussions, permitting, etc. Highlights:

- Design
 - Munn Site Wastewater Loading Test
 - As a requirement of the VT DEC Indirect Discharge Rules (IDR) Permitting process, this loading test took place between Sept. and December 2024. It evaluated the capacity of the Munn site to attenuate wastewater without adversely affecting the water quality of the receiving water, the Mad River. The in situ in-ground loading test results demonstrated compliance with VT DEC permitting criteria for the project's proposed and approved hydraulic capacity (95,040 gpd).
 - DuBois & King, Inc. (D&K) submitted a report to the VT DEC, Drinking Water and Groundwater Protection Division, documenting its in situ in-ground evaluation of the proposed decentralized community wastewater Munn Site disposal system. Initial VT DEC feedback was received on 1.24, which will be addressed as part of the project's Indirect Discharge Permit submittal in conjunction with 90% engineering design drawings (estimated December 2025).
 - 60% Engineering Design Drawings
 - D&K completed draft 60% design drawings on 5.15, inclusive of profiles, elevations, completed alignments, layouts, hydraulic profiles, and standard details.
 - The D60 plans have been submitted for review to the VT DEC Water Investment Division (WID) and the VTrans Permitting Services Unit. Review is anticipated to take 30 days.
 - SBR Manufacturer Pre-Selection
 - Through previous planning steps, the Sequencing Batch Reactor (SBR) technology has been selected as the preferred treatment process. Per D&K's recommendation, the project is incorporating an "SBR Manufacturer Pre-Selection" process, which is intended to select a specific SBR manufacturer for this project early in the design phase, from among multiple SBR vendors, each with their own approach to equipment/tank sizing/electrical requirements, etc.
 - The Pre-Selection approach is intended to eliminate some of the "uncertainty" associated with various manufacturers equipment configurations, and enable the design to proceed with a focus on a specific SBR system which was competitively selected. It's anticipated that this approach will

reduce the potential for confusion and re-design during the construction phase. D&K has used this approach successfully on past wastewater projects in Vermont. This approach, associated documents, and timing were reviewed and approved by the project's various funding programs (State SRF, USDA RD, NBRC, & VCDP).

- An initial SBR Manufacturer Pre-Selection bid process took place in March-April, yielding zero qualified responses. An amended bid process will take place in late May-early June.
- MRV Active Transportation Corridor
 - Coordinating with the VT-100 Active Transportation Corridor Scoping Study engineering consultants, VHB, for opportunities for colocation with the project's force main between Lareau Bridge and the Munn site. Details were explored at a meeting on 5.1 with engineers and reps from both projects, of which a next step is D&K identifying the additional steps and costs to accommodate this approach.
 - The draft VT-100 Active Transportation Corridor Scoping Study identifies the first segment for construction to be Irasville to Kingsbury Rd. Project partners are exploring the possibility of a VTrans 2025 Bicycle & Pedestrian Grant application for design & construction of this segment, due 7.11.
- Irasville Village Master Plan
 - The Waitsfield Planning Commission's current Irasville Village Master Planning project, funded through a VT Municipal Planning Grant, will ultimately create preferred development scenarios. These scenarios have wastewater allocation implications, which are being considered in the WCWP design process.
- Permitting
 - Historic Preservation Review
 - As part of the State Environmental Review Procedure for projects funded and affiliated with State Revolving Fund funds administered by WID, a review of the potential impacts to Historic Resources within the project area is required. This review is carried out by the Vermont Department of Historic Preservation (VDHP). This is required as part of Section 106 of the National Historic Preservation Act of 1966.
 - Based on cultural resources review and fieldwork conducted by D&K between September and December 2024, two documents have been completed and are under review by VDHP:
 - Phase 1 Site Identification Survey Scope-of-Work (Crown Consulting Archaeology, 11/6/24)
 - Historic Resources Inventory Report (February 2025, authored by Polly Seddon Allen)
 - A meeting with VDHP is scheduled for 5.19.
 - VDHP input on the SOW will dictate subsequent field work. Completion of this field work, plus VDHP concurrence on its results as well as the Historic Resources Inventory Report, are necessary components to proceed with project designs as well as the project's various environmental approvals required by the project's funding entities (VT DEC, USDA RD, VCDP, & NBRC).
 - VTrans Right of Way
 - On 4.7, the WCWP project engineer, Jon Ashley, spent a day in the field with Nathan Covey of VTrans Permitting Services Unit as part of the project's Right of Way (ROW) review. Mr. Covey provided input on various project elements and design alternatives to address site considerations. Feedback is incorporated in the recently completed 60% Engineering Design Drawings.
- Timeline
 - The project timeline is dictated, in part, by an existing State Vermont Grant Agreement dictating the terms of funding for final design (ARPA Village Water and Wastewater Program, 06140-2023-VVWW-06). As approved by the Selectboard at its meeting of 5.5, and subsequent approved by the WID, the project's modified milestones and deliverables are as follows:
 - Environmental Review
 - 8.29.25
 - Final Design
 - 1.30.26
 - Land & Easement Acquisition
 - 1.30.26
 - Bid Phase
 - Advertise

- 5.1.26
 - Award
 - 6.1.26
 - Construction
 - 9.30.26
- Property Owner Discussions
 - Priority Parcels
 - Outreach and discussion with project priority parcels have continued to be positive. Property owner follow-up to the WCWPT's initial outreach efforts has resulted in approximately 90% of respondents expressing interest in connecting to the proposed wastewater infrastructure.
 - Easements
 - The project design includes five pump stations to be located on private property. The WCWPT has been leading these property owner discussions, all of which have been overwhelmingly positive. Results of field work (completed in late December), permitting discussions, and more have been incorporated into revised design drawings, which are instrumental in the next step of discussion with these private property owners. Subsequently, the WCWPT will be providing easement recommendations to the Selectboard.
 - In addition to pump stations, easements are required for all properties intending to connect to the system.
 - JB Weir is undertaking easement language drafting. All land and easement acquisitions are intended to be completed along with the final design.
- Funding
 - CWSRF
 - On 2.14 the Town of Waitsfield submitted an application to VT DEC for its FFY25/SFY26 Clean Water State Revolving Fund (CWSRF) funding cycle, which provides eligibility for CWSRF funding through the upcoming fiscal year (7.1.25-6.30.26). Submissions are included in VT DEC's Intended Use Plan (IUP), which explains how the CWSRF funding capitalization grants provided by the federal government will be used to support the CWSRF program, identifying program decisions to meet requirements set by Congress in each year's capitalization grants and addressing state programmatic priorities. The IUP addresses critical program details, including discussions of Project Priority Lists and subsidies, loan forgiveness, and loan terms. The current IUP's 2025 Project Priority List ranks Waitsfield's project in the fundable range. Project advancements in the past year (positive bond vote, project design progress, permitting progress, etc.) will likely to advance the project's ranking and increase funding eligibility next year.
 - Municipal requisition requests for project engineering costs (CWSRF and ARPA VWWW) are currently being processed after being delayed by a couple of months.
 - ARPA VWWW
 - The Town's \$2,508,085 in State American Rescue Plan Act (ARPA) Village Water & Wastewater (VWWW) Initiative funding, executed on 9.30.24, is paying for the completion of project final design through biddable contract documents and subsequent construction.
 - The Town submitted a request for modifications to the grant's Milestones & Deliverables Schedule on 5.5, which has subsequently been approved.
 - The Town was notified on 4.14 that it has been identified as a recipient of an additional \$1,000,000 in State American Rescue Plan Act (ARPA) Village Water & Wastewater (VWWW) Initiative funding. This is redistributed/trickle-down funds from another VT municipality's project that isn't proceeding.
 - VCDP
 - The Vermont Community Development Program (VCDP) administers U.S. Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funding. VCDP provides CDBG grant funds to municipalities throughout Vermont for housing, economic development, and other community development projects to benefit primarily low-to-moderate-income persons.
 - Waitsfield submitted a FY2024 VCDP application on 4.10 for \$1,000,000 in construction funding, which is currently under review. A decision is anticipated to be rendered at the 6.8 VT Community Development Board Meeting, which will be attended by York Haverkamp & JB Weir.
 - NBRC Catalyst Program

- The Northern Border Regional Commission (NBRC) is a Federal-State partnership that invests in community and economic development projects in economically distressed counties across Maine, New Hampshire, Vermont, and New York. The Catalyst Program stimulates economic growth and inspires partnerships that improve rural economic vitality across NBRC’s four-state region. It supports a broad range of economic development initiatives to modernize and expand the region’s basic infrastructure and revitalize communities to support and attract the region’s workforce.
- On 4.18, Waitsfield submitted a \$1,000,000 construction funding request in the spring round of the 2025 Catalyst Program Grant. Notification of awards is 6.27.
- USDA RD
 - Waitsfield’s application to the United States Department of Agriculture Rural Development (USDA RD) was initially submitted in April 2024. Since that time, its Environmental Review resulted in a Finding of No Significant Impact (FONSI) and is under review by the national office. A grant and loan package are anticipated by early June. Staff are in constant contact with USDA RD staff.

Near-Term Activities

- VDHP review meeting (5.19)
- D60 review & feedback
- Finalize USDA RD funding
- VT Community Development Board Meeting & funding notice (6.8)
- NBRC Catalyst funding notice (6.27)
- Easement Drafting

Attachments

- FY2024 VCDP Application | Waitsfield Infrastructure Project Narrative Responses

The Waitsfield Infrastructure Project addresses critical environmental and health concerns by retiring 111 aging and failing in-ground private wastewater systems that are environmentally risky and lot-constrained. This initiative reduces environmental hazards, improves wastewater management, and ensures safer living conditions for residents. By resolving these septic system issues, banks will be more likely to finance properties without septic encumbrances, directly supporting buyers with limited income and further expanding economic growth. This effort will raise per capita income, lower poverty in the region, and enhance property values, which in turn expands the Town's Grand List.

In addition to addressing health and environmental concerns, the Project creates new housing capacity and economic activity opportunities. New housing development will alleviate the MRV's 0% rental vacancy rate, serving workers who currently commute long distances for employment in Waitsfield. More housing means more workers, ensuring businesses have sufficient employees to operate and expand. The Project also supports business development within the villages by creating opportunities for growth of existing businesses and repurposing existing building stock. This will lead to job creation and retention for those currently limited by septic system constraints.

Since the mid-20th century, the economy of the broader Mad River Valley (MRV) community has relied heavily on skiing and snow sports. However, the community is actively transitioning toward more sustainable and resilient practices. To ease this transition, active transportation infrastructure is being implemented in Irasville/Waitsfield Village, alongside a Municipal Planning Grant-funded master planning project for Irasville. The Waitsfield Infrastructure Project plays a critical role in these efforts by addressing environmental risks and supporting economic growth.

The Waitsfield Infrastructure Project has received overwhelming public support. Broad community engagement was integral during its Feasibility and Planning stages, including monthly written project updates, a dedicated webpage on the municipal website, regular updates at public meetings, and multiple well-attended public meetings. Leading up to the Project's \$15 million municipal bond vote on 6/11/24, outreach efforts included contacting all property owners in Irasville & Waitsfield Village, sending mailers to all town taxpayers, and creating an informational video. The bond vote passed by a margin of 3:1, demonstrating strong community backing.

Finally, while skiing and snow sports have historically been central to the MRV economy, these activities are vulnerable to changing conditions and extreme weather events. The Waitsfield Infrastructure Project provides a foundation for transitioning away from snow-dependent activities toward more sustainable economic practices. This shift reinforces smart growth principles while ensuring long-term resilience for the MRV community.

The need for a municipal wastewater system in Waitsfield, Vermont, has been determined through decades of planning studies, community assessments, and engineering evaluations. Waitsfield, home to Vermont's largest unsewered village, has long sought to achieve its vision of compact development surrounded by farmland and forest, along with well-planned residential areas. However, the lack of centralized wastewater infrastructure has hindered these goals, creating challenges for public health, environmental protection, housing development, and economic growth. Below is a comprehensive explanation of how this need was identified and supported by relevant data and studies.

Historical Challenges with Wastewater Infrastructure

Waitsfield relies entirely on private septic systems for wastewater disposal. Many of these systems are aging—over 111 properties have leachfields older than 40 years or located in floodplains, river corridors, or drinking water well isolation shields. These conditions pose risks to public health and water quality while limiting the ability to replace failing systems due to spatial constraints.

A 2011 study highlighted that nearly 50% of properties in Waitsfield Village and 25% in Irasville cannot replace their septic systems with fully compliant ones. This lack of infrastructure has resulted in fragmented development patterns and limited capacity to accommodate growth, as noted in the 2023 Waitsfield Town Plan.

Housing Needs

The 2020 Mad River Valley Housing Demand & Market Analysis identified a critical unmet housing demand for 365 households across the region, including 61 households specifically in Waitsfield (40 low-income and 21 moderate-income). The report emphasized that addressing this housing shortage requires adequate wastewater infrastructure to enable infill development in designated growth areas like Irasville and Waitsfield Village.

Economic Development Constraints

Businesses in Irasville and Waitsfield Village face limitations due to inadequate wastewater capacity. The absence of centralized infrastructure deters new investments and prevents existing businesses from expanding. Property owners reliant on individual septic systems face financial risks tied to the unknown feasibility of replacement systems based on soil quality.

The proposed wastewater project would eliminate these barriers by simplifying development processes and reducing costs for property owners and investors.

Environmental Concerns

Aging septic systems threaten water quality in the Mad River—a critical natural and recreational resource for the region. Removing leachfields from flood-prone areas is essential to protect both the environment and public health. The project aligns with regional goals for flood resilience by relocating wastewater treatment facilities away from vulnerable areas.

Alignment with Local and Regional Plans

The need for wastewater infrastructure has been consistently emphasized in local and regional planning documents:

2023 Waitsfield Town Plan

The plan identifies wastewater management improvements as a top-priority action for public health, environmental protection, and development opportunities.

Specifically, it calls for the design and construction of a Community Wastewater Collection and Treatment System to serve Irasville and Waitsfield Village—areas central to the town’s growth strategy.

Benefits highlighted include:

Enhanced public health by addressing failing wastewater systems.

Improved water quality in the Mad River.

Support for infill development opportunities in designated growth areas.

The plan also integrates wastewater considerations into broader planning efforts, encouraging developers to use wetland analyses for mitigation planning and identifying water connections as essential for enabling infill development.

Central Vermont Regional Plan (2024)

The plan emphasizes wastewater infrastructure as critical for protecting public health, maximizing public investment, and reinforcing desired patterns of growth.

Mad River Valley Housing Study (2017)

The study's #1 recommendation is to increase wastewater capacity in areas prioritized for housing development, particularly Irasville.

Mad River Valley Economic Study (2014)

Identified municipal wastewater infrastructure as a key strategy for addressing economic needs.

West Central Vermont Comprehensive Economic Development Strategy (CEDS) (2023)

States that wastewater treatment capacity is essential for infill development, supporting small businesses, and attracting industrial users. The CEDS specifically prioritizes investment in Waitsfield's water and wastewater systems.

Proposed Project Scope

The Waitsfield Community Wastewater Project aims to:

Replace aging septic systems for up to 111 properties.

Provide treatment capacity of up to 89,000 gallons per day at the town-owned Munn Site.

Enable future growth by accommodating up to 70 new dwelling units.

Reduce environmental risks by relocating leachfields away from flood-prone areas.

Funding Commitments

The estimated \$15 million project cost will be funded through state and federal grants, loans, and affordable user rates. Secured funding includes:

\$2.5 million in ARPA funds.

\$1 million from Vermont's Community Development Program.

A bond vote passed overwhelmingly in June 2024 (415–140), reflecting strong community support.

Conclusion

The need for the Waitsfield Community Wastewater Project is clear and urgent. By addressing critical challenges related to public health risks, environmental protection, housing shortages, economic constraints, and flood resilience, this project represents a transformative investment in Waitsfield's future. It aligns with local priorities outlined in the 2023 Town Plan while advancing regional goals for sustainable growth and community development.

The top priority in the HUD Consolidated Plan for Vermont (2020–2024) is addressing housing and community development needs, with a particular focus on increasing the supply and quality of affordable housing, reducing homelessness, creating jobs, and strengthening communities. These priorities align closely with the objectives of the Waitsfield Infrastructure Project described in the query. Below are key points that highlight the alignment:

Top Priorities in the HUD Consolidated Plan

Affordable Housing:

The plan emphasizes increasing the supply and quality of affordable housing, including constructing or rehabilitating 700 rental units and developing 510 homeowner units.

The Waitsfield Infrastructure Project aligns with this goal by enabling new housing development and addressing critical wastewater infrastructure to support infill development in growth areas like Irasville and Waitsfield Village.

Community Infrastructure:

The plan includes improving public facilities and infrastructure for over 21,450 individuals.

The Waitsfield project directly supports this by replacing failing private wastewater systems with centralized infrastructure, addressing environmental risks, and improving public health.

Economic Development:

The plan aims to create or retain 150 jobs and assist 10 businesses.

Similarly, the Waitsfield project supports business growth by removing septic system constraints, enabling property investments, and fostering economic activity within village centers.

Homelessness Prevention:

Reducing homelessness through rental assistance and rapid rehousing programs is a major priority.

While not directly focused on homelessness, the Waitsfield project indirectly supports housing stability by creating new housing capacity for workers commuting long distances².

Environmental Protection:

The plan highlights flood resilience and environmental sustainability as critical goals.

The Waitsfield project addresses these concerns by relocating wastewater systems away from flood-prone areas, protecting water quality in the Mad River.

Alignment with Waitsfield Infrastructure Project

The Waitsfield Infrastructure Project aligns with Vermont’s strategic priorities by addressing public health risks, enabling housing development, supporting economic growth, and promoting environmental sustainability. Its focus on retiring aging septic systems directly supports the Consolidated Plan’s goals of enhancing infrastructure and fostering smart growth principles.

In summary, the top priority in the link provided is improving housing affordability and community infrastructure while supporting economic development—objectives strongly reflected in the Waitsfield Infrastructure Project’s scope and impact.

The Waitsfield Infrastructure Project aligns closely with the goals outlined in Vermont’s HUD Consolidated Plan (2020–2024) through targeted strategies addressing housing, infrastructure, economic growth, and environmental resilience. Below is a detailed breakdown of this alignment:

1. Affordable Housing Development

Consolidated Plan Goal: Increase the supply and quality of affordable housing.

Project Strategies:

Retire 111 aging septic systems that constrain housing development due to lot limitations, enabling infill construction in designated growth areas like Irasville and Waitsfield Village.

Create capacity for 70 new dwelling units, directly addressing the Mad River Valley’s unmet demand for 365 households.

Support low- and moderate-income buyers by removing septic-related financing barriers, ensuring affordability for 40 low-income and 21 moderate-income households in Waitsfield.

2. Community Infrastructure Improvement

Consolidated Plan Goal: Enhance public facilities and infrastructure to serve over 21,450 individuals.

Project Strategies:

Replace failing in-ground septic systems with a centralized 89,000-gallon-per-day wastewater treatment facility at the Munn Site, eliminating environmental and health risks.

Relocate leachfields from floodplains and drinking water well isolation zones, mitigating contamination risks to the Mad River.

Simplify permitting and reduce costs for property owners by eliminating the need for individual septic system replacements.

3. Economic Development

Consolidated Plan Goal: Create or retain 150 jobs and assist 10 businesses.

Project Strategies:

Enable business expansion in village centers by providing reliable wastewater capacity, supporting job creation and retention.

Attract new investments through improved infrastructure, fostering repurposing of existing buildings and growth of local enterprises.

Address the region's 0% rental vacancy rate by creating housing for workers, ensuring businesses have a stable labor force.

4. Environmental Sustainability

Consolidated Plan Goal: Promote flood resilience and environmental protection.

Project Strategies:

Remove septic systems from flood-prone areas, aligning with regional flood resilience goals and protecting the Mad River's water quality.

Integrate smart growth principles by concentrating development in village centers, preserving surrounding farmland and forests.

Support Vermont's transition away from snow-dependent economies by diversifying economic opportunities through sustainable infrastructure.

5. Community Engagement

Consolidated Plan Goal: Strengthen communities through inclusive planning.

Project Strategies:

Conduct broad outreach, including public meetings, mailers, and an informational video, leading to overwhelming voter approval (3:1 margin) of the \$15 million municipal bond.

Align with the 2023 Waitsfield Town Plan and Central Vermont Regional Plan, which prioritize wastewater solutions for health, equity, and growth.

Conclusion

The Waitsfield Infrastructure Project employs a multi-pronged approach to meet the Consolidated Plan's goals, leveraging infrastructure upgrades, housing development, economic incentives, and environmental safeguards. By addressing systemic barriers tied to wastewater management, the project advances equitable growth, public health, and long-term resilience in the Mad River Valley.

How the Project Meets Consolidated Plan Priorities

1. Housing Development

Priority in the Consolidated Plan: Increase the supply and quality of affordable housing.

Project Contribution:

The project addresses Vermont's critical housing shortage by enabling infill development in Irasville and Waitsfield Village, creating capacity for up to 70 new dwelling units. This directly supports the unmet demand for 365 households identified in the Mad River Valley Housing Demand & Market Analysis.

By retiring 111 aging private septic systems, the project removes barriers to housing construction, especially for low- and moderate-income residents who face financing challenges due to septic encumbrances.

The creation of new housing will alleviate Waitsfield's 0% rental vacancy rate, ensuring affordable options for workers commuting long distances.

2. Economic Development

Priority in the Consolidated Plan: Create and retain quality jobs and expand economic opportunities.

Project Contribution:

The improved wastewater infrastructure facilitates business expansion within village centers, creating opportunities for job growth and retention.

By enabling new housing, the project ensures businesses have access to a stable workforce, addressing labor shortages caused by limited housing availability.

The infrastructure upgrade attracts investments by reducing development costs and risks for property owners, fostering economic activity in designated growth areas.

3. Environmental Protection

Priority in the Consolidated Plan: Strengthen communities and improve quality of life through sustainable practices.

Project Contribution:

The project relocates wastewater systems from flood-prone areas, protecting public health and water quality in the Mad River while enhancing flood resilience—a key environmental priority in Vermont's regional plans.

It supports smart growth principles, concentrating development within village centers while preserving surrounding farmland and forests.

4. Community Strengthening

Priority in the Consolidated Plan: Strengthen communities through inclusive planning and engagement.

Project Contribution:

The project has garnered overwhelming public support through extensive community outreach, including public meetings, mailers, and informational videos, culminating in a successful municipal bond vote (passed by a 3:1 margin).

It aligns with local and regional plans like the 2023 Waitsfield Town Plan, emphasizing wastewater improvements as essential for public health, economic growth, and housing development.

Strategies Employed to Meet Consolidated Plan Goals

Infrastructure Investment:

Replace aging septic systems with centralized wastewater treatment capacity of up to 89,000 gallons per day, ensuring long-term reliability.

Relocate leachfields away from environmentally sensitive areas to mitigate contamination risks.

Housing Expansion:

Enable infill development by removing spatial constraints tied to failing septic systems.

Support affordable housing initiatives by reducing financing barriers for low-income buyers.

Economic Growth Facilitation:

Attract business investments by simplifying permitting processes and lowering infrastructure-related costs.

Create opportunities for job retention and expansion within village centers.

Environmental Sustainability:

Align with flood resilience goals by relocating wastewater systems from vulnerable areas.

Promote smart growth principles that balance development with environmental conservation.

Community Engagement:

Conduct broad outreach efforts to ensure community buy-in, including regular updates at public meetings and targeted communication campaigns.

Conclusion

The Waitsfield Infrastructure Project meets multiple priorities of Vermont's HUD Consolidated Plan by addressing critical housing needs, fostering economic development, improving environmental sustainability, and strengthening community resilience through inclusive planning efforts. Its comprehensive strategies ensure alignment with state goals while advancing transformative outcomes for Waitsfield and the broader Mad River Valley region.

The project addresses Vermont's critical housing shortage by enabling infill development in Irasville and Waitsfield Village, creating capacity for up to 70 new dwelling units. By retiring 111 aging private septic systems, the project mitigates environmental and health risks while improving wastewater

management. Additionally, it removes barriers to housing construction by addressing septic-related financing challenges, particularly for low- and moderate-income residents, ensuring greater access to affordable housing options.

The Waitsfield Infrastructure Project directly supports the highest priorities of Vermont’s HUD Consolidated Plan—housing development and economic growth—while also addressing critical environmental and community needs. By replacing aging septic systems with a centralized wastewater treatment facility, the project enables the creation of new housing, supports business expansion, and fosters sustainable development in Irasville and Waitsfield Village. Below is a detailed explanation of how the project aligns with the Consolidated Plan priorities and the strategies employed to achieve them.

Correspondence received concerning General Wait House

At their last meeting on May 5th, the General Wait House Commission voted 3 to 1 to approve the installation of a small triangular shaped shelf in the corner of the dining room (currently used as a conference room) on the left of the door to the kitchen. The installation was approved with the condition that the shelf would not be installed directly on the historic plaster wall but instead on the existing wood floor-to-ceiling trim. The shelf would have a hole in the side so that the cord could be placed through and then plugged into the outlet directly below.

Since then, the Waitsfield Historical Society met and voted to not allow this without 1) Identifying the appropriate regulations for modifying historic buildings listed on the National Register; 2) Getting permission from the State Historic Preservation Officer; and 3) Getting permission from the Waitsfield Historical Society.

To take their concerns seriously, I would like to present the regulations and demonstrate that this shelf is not going to alter any historic fabric because it will not touch the plaster. The character of the room can be maintained by installing the shelf low enough to hold an antique plate or pitcher when the projector is not needed. The projector can be kept in its box in the kitchen and placed on the shelf and plugged in when needed.

It goes against the purpose and mission of the Commission to have the Waitsfield Historical Society have jurisdiction over the General Wait House. This is the property of the town so it is the Selectboard who has the jurisdiction. We should consider the recommendations of the WHS but in the end it is the Commission who will make the recommendations for the Selectboard.

Here are the US Secretary of the Interior's Standards for Historic Preservation created in 1990: <https://www.nps.gov/crps/tps/rehab-guidelines/rehabilitation-guidelines-1997.pdf> The ten standards are summarized on pages vi and vii and can be added in the packet. Basically, they discourage the misuse of the historic character and the features that give it that character. It recommends restoring rather than replacing and it recognizes the historical changes over time.

By installing a corner shelf that was very popular for the day, and using it to display an antique plate, should augment the historic character of the dining room—not take away from the character. The Historical Society wishes for the two rooms, the dining room and the parlor, to be preserved as much as possible.

Signed Copy
5/15/16

CONSTRUCTION EASEMENT
FOR POCKET PARK
CONSTRUCTION

IRREVOCABLE OFFER OF DEDICATION

Agreement made this ____ day of _____, 2016, by and between **BIRDY ENTERPRISES, LLC**, a Vermont limited liability company with a principal place of business in the Town of Waitsfield, County of Washington and State of Vermont, and **HISTORIC WAITSFIELD VILLAGE CONDOMINIUM ASSOCIATION, INC.**, a Vermont corporation with a principal place of business in the Town of Waitsfield, County of Washington and State of Vermont, (collectively, the "Owner") and the **TOWN OF WAITSFIELD**, a Vermont municipality located in the County of Washington and State of Vermont (the "Town").

WITNESSETH

WHEREAS, the Town asked Owner to dedicate an easement deed for access to and construction of a public park on a portion of Owners' lands and premises southerly of Bridge Street (Town Highway No. 1) in the Town of Waitsfield (the "Easement"); and

WHEREAS, Owner has agreed to dedicate and convey the Easement to the Town subject to certain terms and conditions; and

WHEREAS, Owner and Town both want the Easement be described in an Easement Deed with specific reference to a project plan for said public park; and

WHEREAS, Town cannot obtain funding to develop the project plans for the public park until after Owner dedicates the Easement to Town; and

WHEREAS, Owner has agreed to dedicate the easement to the Town, provided that the Town develop the project plans and then accept a replacement

Easement Deed for the Easement containing a specific reference to a project plan for the public park that identifies and depicts the Easement; and

WHEREAS, the Easement is to be conveyed to the Town free and clear of all encumbrances; and

WHEREAS, the Owner has delivered an executed warranty easement deed to the Town for the Easement.

NOW THEREFORE, in consideration of the sum of Ten Dollars paid by the Town to the Owner and other good and valuable consideration, Owner hereby grants and conveys to the Town the following:

1. The Owner herewith delivers to the Town an executed Easement Deed for the Easement which is to be held by the Town without recording unless and until Owner refuses or otherwise fails to deliver an executed, revised Easement Deed that identifies the Easement with a specific reference to a project plan for the public park. An unexecuted copy of the Easement Deed delivered to the Town is attached hereto as Exhibit A

2. Owner's delivery of the Easement Deed as described above is a formal Offer of Dedication to the Town of said Easement, to be held by the Town until the acceptance or rejection of such Offer of Dedication by the Town's Selectboard.

3. The Owner specifically acknowledges and agrees that this formal Offer of Dedication is irrevocable by Owner and that the Offer of Dedication can be accepted by the Town at any time and that nothing obligates the Town to accept the Offer of Dedication.

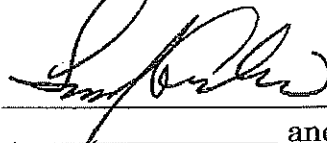
4. Notwithstanding the foregoing, this Irrevocable Offer of Dedication and the Easement Deed tendered herewith shall be effective only in the event Owner refuses or otherwise fails to deliver an executed, revised Easement Deed that identifies the Easement with a specific reference to a project plan for the public park.

5. This Irrevocable Offer of Dedication shall run with the land and be binding upon the Owner and its mortgagees, successors and assigns until such time as Owner delivers an executed, revised Easement Deed that identifies the Easement with a specific reference to a project plan for the public park. Upon Owner's delivery of an executed, revised Easement Deed that identifies the Easement with a specific reference to a project plan for the public park, the Town shall execute and record a release of its rights under this Irrevocable Offer of Dedication and the Easement Deed.

IN WITNESS WHEREOF, Owner hereby executes this Irrevocable Offer of Dedication as of the day first above written.

IN PRESENCE OF:

BIRDY ENTERPRISES, LLC



_____ and Duly Authorized
Agent

STATE OF VERMONT
COUNTY OF WASHINGTON, SS.

At WATSFIELD, VT, this 5th day of MAY, 2016,
personally appeared SAMUEL GUISARD and Duly Authorized Agent
of BIRDY ENTERPRISES, LLC, signer and sealer of the foregoing written

instrument, and he/she acknowledged the same to be his/her free act and deed and the free act and deed of **BIRDY ENTERPRISES, LLC.**

Before me,


Notary Public

My Commission Expires: 2/10/19

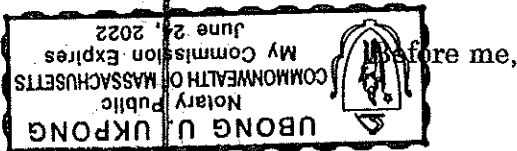
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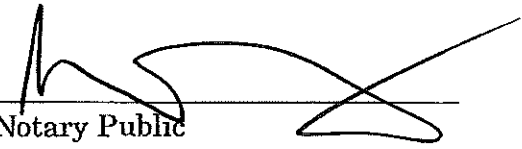
**HISTORIC WAITSFIELD VILLAGE
CONDOMINIUM ASSOCIATION, INC.**

Norman A. Mend Pres. HFWCA
Its Duly Authorized Agent

STATE OF Massachusetts
COUNTY OF Middlesex, SS.

At Wayland, MA, this 13th day of May, 2016,
personally appeared Norman A. Mend, Duly Authorized Agent of **HISTORIC
WAITSFIELD VILLAGE CONDOMINIUM ASSOCIATION, INC.**, signer and
sealer of the foregoing written instrument, and he/she acknowledged the same to be
his/her free act and deed and the free act and deed of **HISTORIC WAITSFIELD
VILLAGE CONDOMINIUM ASSOCIATION, INC.**




Notary Public

My Commission Expires:

IN PRESENCE OF:

TOWN OF WAITSFIELD

Talene Capel
Witness

By: Paul Hartshorn
Paul Hartshorn, Selectboard Chair
and Duly Authorized Agent

STATE OF VERMONT
COUNTY OF WASHINGTON, SS.

At Waitsfield, Vermont, this 9th day of May, 2016, personally
appeared Paul Hartshorn, Selectboard Chair and duly authorized agent of the

TOWN OF WAITSFIELD, and he acknowledged this instrument, by him signed, to be his free act and deed, and the free act and deed of the TOWN OF WAITSFIELD.



Before me,

Valerie Capels
Notary Public

My Commission Expires: 2/10/19

STITZEL, PAGE &
FLETCHER, P.C.
ATTORNEYS AT LAW
171 BATTERY STREET
P.O. BOX 1507
BURLINGTON, VERMONT
05402-1507

WAID16-001 Draft IOD Pocket Park Easement Deed from Birdy Enters and HWVCA Inc agr

EXHIBIT A

EASEMENT DEED

KNOW ALL PERSONS BY THESE PRESENTS, that **BIRDY ENTERPRISES, LLC**, a Vermont limited liability company with a principal place of business in the Town of Waitsfield, County of Washington and State of Vermont, and **HISTORIC WAITSFIELD VILLAGE CONDOMINIUM ASSOCIATION, INC.**, a Vermont corporation with a principal place of business in the Town of Waitsfield, County of Washington and State of Vermont, (collectively, the "Grantor" herein) in consideration of Ten and more Dollars (\$10.00), and other valuable consideration, the receipt and satisfaction of which are hereby acknowledged, to them paid by the **TOWN OF WAITSFIELD**, a Vermont municipal corporation situated in the County of Washington and State of Vermont, (the "Grantee" herein) do hereby **GIVE, GRANT, SELL, CONVEY** and **CONFIRM** unto the said Grantee, **TOWN OF WAITSFIELD**, and its successors and assigns forever, a perpetual easement and right-of-way for a public park and access thereto by the general public over, upon and through lands and premises in the Town of Waitsfield, County of Washington and State of Vermont, more particularly described as follows:

Being an approximately rectangular easement and right-of-way extending southerly from Bridge Street (Town Highway No. 1) for public access and to construct, install, operate, maintain, repair and replace a public park and all improvements related thereto. Said easement is located southerly of Bridge Street (Town Highway No. 1), easterly of the principal structure on the lands and premises of Grantor Birdy Enterprises, LLC, and westerly of a parcel of land owned by the within Grantee conveyed to it by Warranty Deed of Caroline Bargerstock, dated February 20, 2013, and recorded in Book 149, Page 387 of the Town of Waitsfield Land Records. Said easement area and its contents are specifically shown and depicted as "Birdy Enterprises Easement Area" on the plan attached as "Exhibit A" hereto (the "Plan").

Together with the right of Grantee and its agents to enter onto the lands of the within Grantors for construction, installation, landscaping, repair, maintenance and replacement of said public park and all improvements related thereto and together with the right of Grantee and the general public to enter on the right-of-way and

easement area as shown on the Plan to use and enjoy a public park to be constructed and maintained by Grantee.

The within Grantors, their successors and assigns, shall have the right to make use of the surface of the right-of-way and easement area such as shall not be inconsistent with the use of said right-of-way and easement area as a public park, but shall place no structures, landscaping or other improvements within said easement which shall prevent or interfere with the Grantee's and the general public's ability to use said right-of-way and easement. Grantors, their successors and assigns, shall not damage, modify, obstruct or in any way interfere with operation of the public park and improvements thereto.

The easement and right-of-way is conveyed subject to the following terms and conditions:

- 1) All landscaping, structures, and improvements to the easement area are to be as depicted on a plan of the "Birdy Enterprises Easement Area" to be developed by Grantee prior to construction of the public park and to be recorded in the Town of Waitsfield Land Records, and no additional temporary or permanent structures or other additions to the "Birdy Enterprises Easement Area" shall be installed without the written consent of the Grantors, their successors or assigns.
- 2) Any damage to the property or buildings of the Grantor Birdy Enterprises caused either during construction of the public park, or by virtue of use of the park by the Grantee or others shall be repaired and restored as soon as reasonably practicable by the Grantee, its successors or assigns, in a workmanlike fashion and at Grantee's sole cost and expense.
- 3) Grantee, its successors and assigns shall at all times maintain an insurance policy covering the "Birdy Enterprises Easement Area" which policy shall insure against damage, destruction, or personal injury, and Grantee, its successors and assigns, shall indemnify and hold Grantors, their successors and assigns, harmless to the full limits of the liability insurance it customarily maintains from any claim of damage or injury resulting from public use of the "Birdy Enterprises Easement Area" not attributable to the acts of the Grantors, their successors and assigns. Grantors, their successors and assigns shall have the right to review and to retain a copy of such policy on request.
- 4) Grantee, its successors or assigns, shall not have the right to further encumber the "Birdy Enterprises Easement Area" by way of mortgage or otherwise, nor shall Grantee have the right to create or convey further easements or rights to third parties in the easement area without Grantors, their successors or assigns, joining as a signatory on any instrument creating such right or encumbrance.
- 5) Grantee, its successors and assigns, shall be responsible for the repair and maintenance of all portions of the "Birdy Enterprises Easement Area" at its sole cost and expense. Grantors retain the right to utilize the easement area for all purposes including but not limited to maintenance, repair,

construction, reconstruction, and landscaping of the structure(s) on, or connected to their property.

- 6) The "Birdy Enterprises Easement Area" depicted on the Plan shall at all times remain as an open travel way and shall not be obstructed, including during the construction of the public park, except as needed to construct improvements within or near the "Birdy Enterprises Easement Area" pursuant to plans for the public park at the discretion of the Resident Engineer, who shall act to ensure the public's safety during construction of the public park.

Grantor, having been fully informed of its right to receive just compensation for the acquisition of its property, hereby acknowledges, waives and releases Grantee from Grantor's right to receive just compensation determined by an appraisal as well as the municipality's obligation, if applicable, to perform and provide an appraisal.

New England Federal Credit Union joins in the execution of this Easement Deed to consent, discharge and release any interest it may have to the herein conveyed easement by virtue of a Mortgage and Assignment of Rents given by Grantor Birdy Enterprises, LLC, dated March 15, 2013, and recorded in Book 149, Page 516 and dated March 15, 2013, and recorded in Book 149, Page 526, respectively, of the Town of Waitsfield Land Records.

Being a portion of the land and premises conveyed to the within Grantor by Warranty Deed of Thomas and Maureen Urell, dated August 15, 2007, and recorded in Book 127, Page 90 of the Town of Waitsfield Land Records.

Reference is hereby made to the above-mentioned deeds, plans and the records thereof, and the references therein made, all in further aid of this description.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the Grantee, the **TOWN OF WAITSFIELD**, its successors and assigns, to its own use and behoof forever; and the Grantor, **BIRDY ENTERPRISES, LLC** and **HISTORIC WAITSFIELD VILLAGE CONDOMINIUM ASSOCIATION, INC.** for themselves and their successors and assigns, do covenant with the Grantee, the **TOWN OF WAITSFIELD**, and its successors and assigns, that until the ensembling of these presents they are the sole owners of the premises and have good right and title to convey the same in manner aforesaid, that they are **FREE FROM EVERY ENCUMBRANCE** and they hereby engages to **WARRANT AND DEFEND** the same against all lawful claims whatever.

[End of Text. Two Signature Pages Follow.]

IN WITNESS WHEREOF, Grantor hereunto sets its hand and seal this ____ day of

_____, 2016.

IN PRESENCE OF:

BIRDY ENTERPRISES, LLC

and Duly Authorized
Agent

STATE OF _____
COUNTY OF _____, SS.

At _____, this ____ day of _____, 2016,
personally appeared _____ and Duly Authorized Agent of
BIRDY ENTERPRISES, LLC, signer and sealer of the foregoing written instrument, and
he/she acknowledged the same to be his/her free act and deed and the free act and deed of
BIRDY ENTERPRISES, LLC.

Before me,

Notary Public
My Commission Expires:

IN WITNESS WHEREOF, Grantor hereunto sets its hand and seal this ____ day of

_____, 2016.

IN PRESENCE OF:

HISTORIC WAITSFIELD VILLAGE
CONDOMINIUM ASSOCIATION, INC.

Its Duly Authorized Agent

STATE OF _____
COUNTY OF _____, SS.

At _____, this ____ day of _____, 2016,
personally appeared _____, Duly Authorized Agent of HISTORIC
WAITSFIELD VILLAGE CONDOMINIUM ASSOCIATION, INC., signer and sealer of the
foregoing written instrument, and he/she acknowledged the same to be his/her free act and
deed and the free act and deed of HISTORIC WAITSFIELD VILLAGE CONDOMINIUM
ASSOCIATION, INC.

Before me,

Notary Public
My Commission Expires:

STITZEL, PAGE &
FLETCHER, P.C.
ATTORNEYS AT LAW
171 BATTERY STREET
P.O. BOX 1527
BURLINGTON, VERMONT
05402-1507

IN WITNESS WHEREOF, the undersigned hereunto sets its hand and seal this

____ day of _____, 2016.

IN PRESENCE OF:

**NEW ENGLAND FEDERAL
CREDIT UNION**

Its Duly Authorized Agent

STATE OF VERMONT
COUNTY OF _____, SS.

At _____, Vermont, this ____ day of _____, 2016,
personally appeared _____, Duly Authorized Agent of **NEW ENGLAND
FEDERAL CREDIT UNION**, signer and sealer of the foregoing written instrument, and
he/she acknowledged the same to be his/her free act and deed and the free act and deed of
NEW ENGLAND FEDERAL CREDIT UNION.

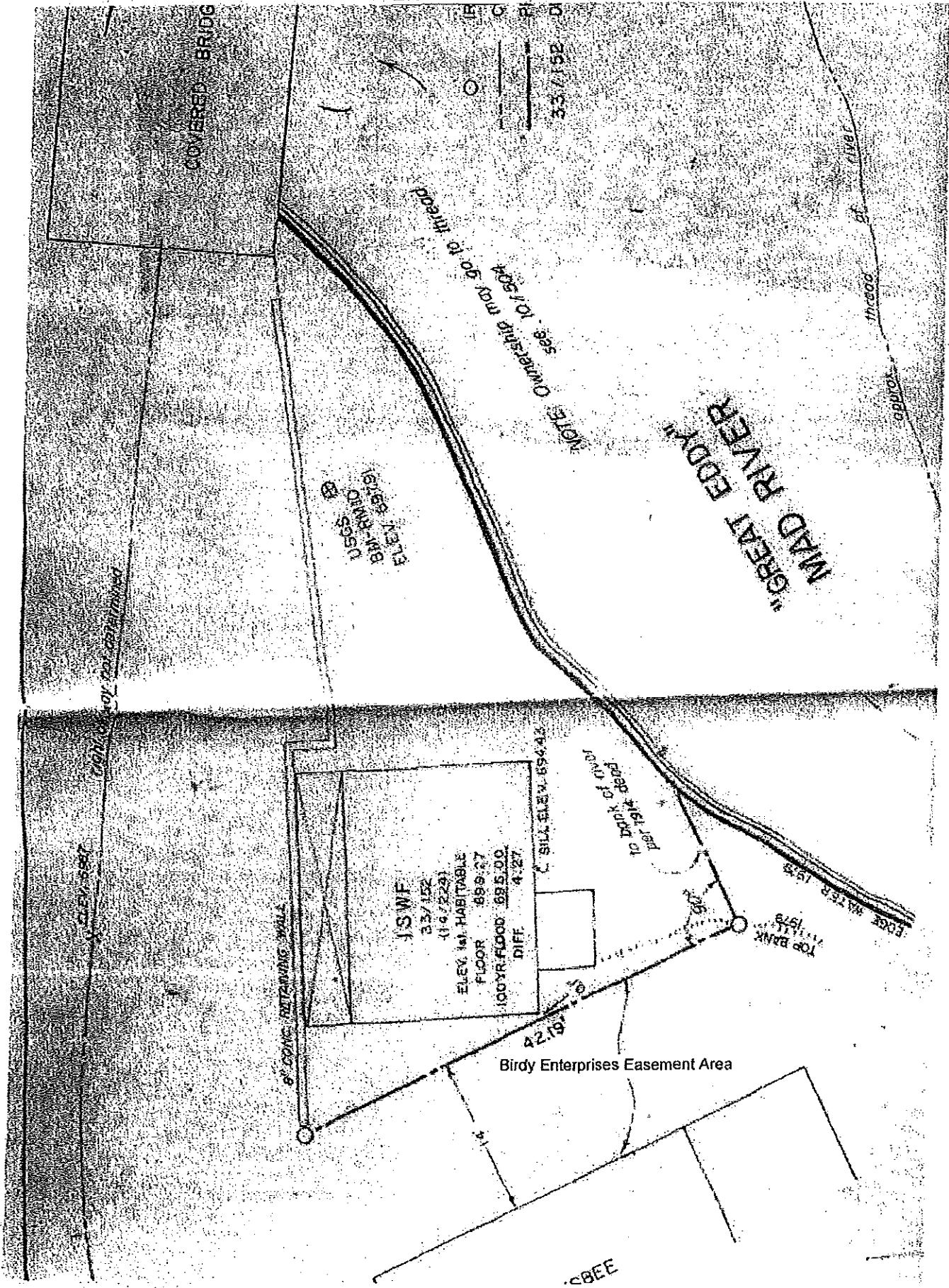
Before me,

Notary Public
My Commission Expires: 02-10-19

STITZEL, PAGE &
FLETCHER, P.C.
ATTORNEYS AT LAW
171 BATTERY STREET
P.O. BOX 1507
BURLINGTON, VERMONT
05402-1507

WAID16 001 Draft Pocket Park Easement Deed from Birdy Enters and HWVCA Inc clean 04-13-16 rea

EXHIBIT A



Signed copy
5/15/16

Easement for
Pocket Park

EASEMENT DEED

KNOW ALL PERSONS BY THESE PRESENTS, that **BIRDY ENTERPRISES, LLC**, a Vermont limited liability company with a principal place of business in the Town of Waitsfield, County of Washington and State of Vermont, and **HISTORIC WAITSFIELD VILLAGE CONDOMINIUM ASSOCIATION, INC.**, a Vermont corporation with a principal place of business in the Town of Waitsfield, County of Washington and State of Vermont, (collectively, the "Grantor" herein) in consideration of Ten and more Dollars (\$10.00), and other valuable consideration, the receipt and satisfaction of which are hereby acknowledged, to them paid by the **TOWN OF WAITSFIELD**, a Vermont municipal corporation situated in the County of Washington and State of Vermont, (the "Grantee" herein) do hereby **GIVE, GRANT, SELL, CONVEY** and **CONFIRM** unto the said Grantee, **TOWN OF WAITSFIELD**, and its successors and assigns forever, a perpetual easement and right-of-way for a public park and access thereto by the general public over, upon and through lands and premises in the Town of Waitsfield, County of Washington and State of Vermont, more particularly described as follows:

Being an approximately rectangular easement and right-of-way extending southerly from Bridge Street (Town Highway No. 1) for public access and to construct, install, operate, maintain, repair and replace a public park and all improvements related thereto. Said easement is located southerly of Bridge Street (Town Highway No. 1), easterly of the principal structure on the lands and premises of Grantor Birdy Enterprises, LLC, and westerly of a parcel of land owned by the within Grantee conveyed to it by Warranty Deed of Caroline Bargerstock, dated February 20, 2013, and recorded in Book 149, Page 387 of the Town of Waitsfield Land Records. Said easement area and its contents are specifically shown and depicted as "Birdy Enterprises Easement Area" on the plan attached as "Exhibit A" hereto (the "Plan").

Together with the right of Grantee and its agents to enter onto the lands of the within Grantors for construction, installation, landscaping, repair, maintenance and replacement of said public park and all improvements related thereto and together with the right of Grantee and the general public to enter on the right-of-way and easement area as shown on the Plan to use and enjoy a public park to be constructed and maintained by Grantee.

The within Grantors, their successors and assigns, shall have the right to make use of the surface of the right-of-way and easement area such as shall not be inconsistent with the use of said right-of-way and easement area as a public park, but shall place no structures, landscaping or other improvements within said easement which shall prevent or interfere with the Grantee's and the general public's ability to use said right-of-way and easement. Grantors, their successors and assigns, shall not damage, modify, obstruct or in any way interfere with operation of the public park and improvements thereto.

The easement and right-of-way is conveyed subject to the following terms and conditions:

- 1) All landscaping, structures, and improvements to the easement area are to be as depicted on a plan of the "Birdy Enterprises Easement Area" to be developed by Grantee prior to construction of the public park and to be recorded in the Town of Waitsfield Land Records, and no additional temporary or permanent structures or other additions to the "Birdy Enterprises Easement Area" shall be installed without the written consent of the Grantors, their successors or assigns.
- 2) Any damage to the property or buildings of the Grantor Birdy Enterprises caused either during construction of the public park, or by virtue of use of the park by the Grantee or others shall be repaired and restored as soon as reasonably practicable by the Grantee, its successors or assigns, in a workmanlike fashion and at Grantee's sole cost and expense.
- 3) Grantee, its successors and assigns shall at all times maintain an insurance policy covering the "Birdy Enterprises Easement Area" which policy shall insure against damage, destruction, or personal injury, and Grantee, its successors and assigns, shall indemnify and hold Grantors, their successors and assigns, harmless to the full limits of the liability insurance it customarily maintains from any claim of damage or injury resulting from public use of the "Birdy Enterprises Easement Area" not attributable to the acts of the Grantors, their successors and assigns. Grantors, their successors and assigns shall have the right to review and to retain a copy of such policy on request.
- 4) Grantee, its successors or assigns, shall not have the right to further encumber the "Birdy Enterprises Easement Area" by way of mortgage or otherwise, nor shall Grantee have the right to create or convey further easements or rights to third parties in the easement area without Grantors, their successors or assigns, joining as a signatory on any instrument creating such right or encumbrance.
- 5) Grantee, its successors and assigns, shall be responsible for the repair and maintenance of all portions of the "Birdy Enterprises Easement Area" at its sole cost and expense. Grantors retain the right to utilize the easement area for all purposes including but not limited to maintenance, repair, construction, reconstruction, and landscaping of the structure(s) on, or connected to their property.
- 6) The "Birdy Enterprises Easement Area" depicted on the Plan shall at all times remain as an open travel way and shall not be obstructed, including

during the construction of the public park, except as needed to construct improvements within or near the "Birdy Enterprises Easement Area" pursuant to plans for the public park at the discretion of the Resident Engineer, who shall act to ensure the public's safety during construction of the public park.

Grantor, having been fully informed of its right to receive just compensation for the acquisition of its property, hereby acknowledges, waives and releases Grantee from Grantor's right to receive just compensation determined by an appraisal as well as the municipality's obligation, if applicable, to perform and provide an appraisal.

New England Federal Credit Union joins in the execution of this Easement Deed to consent, discharge and release any interest it may have to the herein conveyed easement by virtue of a Mortgage and Assignment of Rents given by Grantor Birdy Enterprises, LLC, dated March 15, 2013, and recorded in Book 149, Page 516 and dated March 15, 2013, and recorded in Book 149, Page 526, respectively, of the Town of Waitsfield Land Records.

Being a portion of the land and premises conveyed to the within Grantor by Warranty Deed of Thomas and Maureen Urell, dated August 15, 2007, and recorded in Book 127, Page 90 of the Town of Waitsfield Land Records.

Reference is hereby made to the above-mentioned deeds, plans and the records thereof, and the references therein made, all in further aid of this description.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the Grantee, the **TOWN OF WAITSFIELD**, its successors and assigns, to its own use and behoof forever; and the Grantor, **BIRDY ENTERPRISES, LLC** and **HISTORIC WAITSFIELD VILLAGE CONDOMINIUM ASSOCIATION, INC.** for themselves and their successors and assigns, do covenant with the Grantee, the **TOWN OF WAITSFIELD**, and its successors and assigns, that until the ensealing of these presents they are the sole owners of the premises and have good right and title to convey the same in manner aforesaid, that they are **FREE FROM EVERY ENCUMBRANCE** and they hereby engages to **WARRANT AND DEFEND** the same against all lawful claims whatever.

[End of Text. Two Signature Pages Follow.]

IN WITNESS WHEREOF, Grantor hereunto sets its hand and seal this 5th day of

MAY, 2016.

IN PRESENCE OF:

BIRDY ENTERPRISES, LLC

[Signature]
SAM GULISANO and Duly Authorized Agent

STATE OF VERMONT
COUNTY OF WASHINGTON, SS.

At WATSFIELD, VT, this 5th day of MAY, 2016, personally appeared SAMUEL GULISANO and Duly Authorized Agent of BIRDY ENTERPRISES, LLC, signer and sealer of the foregoing written instrument, and he/she acknowledged the same to be his/her free act and deed and the free act and deed of BIRDY ENTERPRISES, LLC.

Before me,

[Signature]
Notary Public
My Commission Expires:

IN WITNESS WHEREOF, Grantor hereunto sets its hand and seal this 15th day of

MAY, 2016.

IN PRESENCE OF:

HISTORIC WATSFIELD VILLAGE
CONDOMINIUM ASSOCIATION, INC.

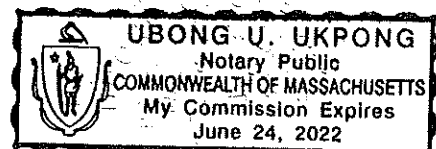
NORMAN A. ABEND, Pres. HWVCA
Its Duly Authorized Agent

STATE OF Massachusetts
COUNTY OF Middlesex, SS.

At Wayland, MA, this 13th day of May, 2016, personally appeared NORMAN A. ABEND Duly Authorized Agent of HISTORIC WATSFIELD VILLAGE CONDOMINIUM ASSOCIATION, INC., signer and sealer of the foregoing written instrument, and he/she acknowledged the same to be his/her free act and deed and the free act and deed of HISTORIC WATSFIELD VILLAGE CONDOMINIUM ASSOCIATION, INC.

Before me,

[Signature]
Notary Public
My Commission Expires:



IN WITNESS WHEREOF, the undersigned hereunto sets its hand and seal this

____ day of _____, 2016.

IN PRESENCE OF:

**NEW ENGLAND FEDERAL
CREDIT UNION**

Its Duly Authorized Agent

**STATE OF VERMONT
COUNTY OF _____, SS.**

At _____, Vermont, this ____ day of _____, 2016,
personally appeared _____, Duly Authorized Agent of **NEW ENGLAND
FEDERAL CREDIT UNION**, signer and sealer of the foregoing written instrument, and
he/she acknowledged the same to be his/her free act and deed and the free act and deed of
NEW ENGLAND FEDERAL CREDIT UNION.

Before me,

Notary Public
My Commission Expires: 02-10-19

STITZEL, PAGE &
FLETCHER, P.C.
ATTORNEYS AT LAW
171 BATTERY STREET
P.O. BOX 1507
BURLINGTON, VERMONT
05402-1507

WALD16-001 Draft Pocket Park Easement Deed from Birdy Kniers and HWVCA Inc clean 04-13-16 rea

CONTRACTOR'S NAME: Vermont Heavy Timber, LLC
ADDRESS: 60 Sunrise Drive, Huntington Vermont, 05462
PHONE: 802-540-5988
E-MAIL: miles@vermontheavytimber.com

DATE: 12/05/2024

OWNER'S NAME: Town of Waitsfield, Vermont
ADDRESS: 4144 Main St, Waitsfield, VT 05673

PROJECT ADDRESS: The Big Eddy covered bridge, located at
44.189507, -72.823553, Waitsfield VT 05673

I. PARTIES

This contract (hereinafter referred to as "Agreement") is made and entered into on this second day of December, 2024, by and between the Town of Waitsfield, Vermont, (hereinafter referred to as "Owner"); and Vermont Heavy Timber, LLC, (hereinafter referred to as "Contractor"). In consideration of the mutual promises contained herein, Contractor agrees to perform the following work, subject to the terms and conditions below:

II. GENERAL SCOPE OF WORK DESCRIPTION

- We will build scaffolding, install life safety anchors, and moor our rescue dinghy to be able to work safely and in accordance with OSHA/VOSHA regulations.
- For clarity in this description, we are calling the Waitsfield village side of the bridge the north side.
- The standing seam roof is only single locked. We would bend the seam once more to create a double lock, which is the standard for a standing seam roof. This adds rigidity to the entire roof, as well as making the roof much more resistant to damage from high wind events.
- For no good reason, every pan of the roof has two face nails in it, one on each side of each pan, up near the top but not covered by the ridge. The nails were never sealed and over time they have worked their way up and now are very loose, broken, or lost altogether. We would remove all of these and replace them with gasketed roofing screws.



Contractor

Owner

Owner

- Under the bridge on both ends, there are two concrete pillars that have bearing blocks on top of them that support the end joists. On the Warren (south) side, those bearing blocks are missing. Also on that side, the end joist should have a small block that props it up off of the bottom chord. The western one of these is missing, and that is why there is a noticeable “thunk!” every time a vehicle passes. All of these bearing blocks will be replaced with oiled and end sealed white oak.
- At the southwestern most corner of the bridge, one of the bearing blocks that the bridge chord sits upon is rotten, and that will be replaced.
- At the northwest corner of the bridge, the bolster beam is quite rotten. To replace this we will jack up that corner of the bridge and install the replacement piece.
- All bearing blocks that we install that interface with the concrete are white oak that is charred and then oiled and end sealed. White oak on its own has a high natural resistance to rot, insect damage and crushing. The charring creates an external layer of carbon that is further resistant to rot and insects, and the oil and end sealer (a liquid wax product) reduces checking and helps with the longevity of the wood. All interfaces between concrete and wood is protected by a capillary break, which reduces the moisture that concrete is able to wick upwards.

A. LUMP SUM PRICE FOR ALL WORK ABOVE*

\$ 12,540

* This Agreement will expire 15 days after the date at the top of page one of this Agreement if not accepted in writing by Owner and returned to Contractor within that time.

B. NOTES AND CLARIFICATIONS

If any conflict should arise between the plans, specifications, addenda to plans, and this Agreement, then the terms and conditions of this Agreement shall be controlling and binding upon the parties to this Agreement.

III. GENERAL CONDITIONS FOR THE AGREEMENT ABOVE

A. EXCLUSIONS

This Agreement does not include labor or materials for the following work:



Contractor

Owner

Owner

1. PROJECT-SPECIFIC EXCLUSIONS:

None.

2. STANDARD EXCLUSIONS: Unless specifically included in the "General Scope of Work" section above, this Agreement does not include labor or materials for the following work: Plans, engineering fees, or governmental permits and fees of any kind. Additional work required by governmental plan checkers on final "Red Lined" Job copy of plans that are yet to be issued. Testing, removal and disposal of any materials containing asbestos (or any other hazardous material as defined by the EPA). Moving Owner's property around the site. Labor or materials required to repair or replace any Owner-supplied materials. Repair of concealed underground utilities not located on prints or physically staked out by Owner which are damaged during construction. Surveying that may be required to establish accurate property boundaries for setback purposes (fences and old stakes may not be located on actual property lines). Final construction cleaning (Contractor will leave site in "broom swept" condition). Landscaping and irrigation work of any kind. Temporary sanitation, power, or fencing. Removal of filled ground or rock or any other materials not removable by ordinary hand tools (unless heavy equipment is specified in Scope of Work section above), correction of existing out-of-plumb or out-of-level conditions in existing structure. Correction of concealed substandard framing. Rerouting/removal of vents, pipes, ducts, structural members, wiring or conduits, steel mesh which may be discovered in the removal of walls or the cutting of openings in walls. Removal and replacement of existing rot or insect infestation. Failure of surrounding part of existing structure, despite Contractor's good faith efforts to minimize damage, such as plaster or drywall cracking and popped nails in adjacent rooms or blockage of pipes or plumbing fixtures caused by loosened rust within pipes. Construction of a continuously level foundation around structure (if lot is sloped more than 6 inches from front to back or side to side, Contractor will step the foundation in accordance with the slope of the lot). Exact matching of existing finishes. Public or private utility connection fees. Repair of damage to roadways, driveways, or sidewalks that could occur when construction equipment and vehicles are being used in the normal course of construction. Cost of correcting errors and omissions by the Owner's design professionals and separate contractors. Cost of correcting/testing/remediating mold/fungus/mildew and organic pathogens unless caused by the sole and active negligence of Contractor as a direct result of a construction defect that caused sudden and significant water



Contractor

Owner

Owner

infiltration into a part of the structure. Cost of removing ponding ground water or other unusual concealed site conditions during excavation. Extra costs associated with refusal of caisson drilling, cave-ins, etc. Cost to modify and/or remanufacture custom brackets and other custom-fabricated materials that are manufactured per plans and/or specifications but do not fit properly into the structure.

B. DATE OF WORK COMMENCEMENT AND SUBSTANTIAL COMPLETION

Commence work: immediately. Construction time through substantial completion: Approximately five weeks, not including delays and adjustments for delays caused by: holidays; inclement weather; accidents; shortage of labor or materials; additional time required for Change Order and additional work; delays caused by Owner, Owner's design professionals, agents, and separate contractors; and other delays unavoidable or beyond the control of the Contractor.

C. CHARGES FOR ADDITIONAL WORK: CONCEALED CONDITIONS, DEVIATION FROM SCOPE OF WORK, AND CHANGES IN THE WORK

1. CONCEALED CONDITIONS: This Agreement is based solely on the observations Contractor was able to make with the project in its condition at the time the work of this Agreement was bid. If additional concealed conditions are discovered once work has commenced or after this Agreement is executed which were not visible at the time this Agreement was bid, Contractor will point out these concealed conditions to Owner, and these concealed conditions will be treated as Additional Work under this Agreement. Contractor and Owner may execute a Change Order for this Additional Work. Contractor is released, held harmless, and indemnified by Owner from all pre-existing mold, fungus, mildew, and organic pathogen problems and is not responsible for costs or damages associated with correcting, containing, testing, or remediating the same.

2. DEVIATION FROM SCOPE OF WORK: Any alteration or deviation from the Scope of Work referred to in this Agreement involving extra costs of materials or labor (including any overage on ALLOWANCE work and any changes in the Scope of Work required by Owner, Owner's design professional, Owner's agent, or governmental plan checkers or field building inspectors) will be treated as Additional Work under this Agreement resulting in an additional charge to Owner as set forth



Contractor

Owner

Owner

herein. Contractor and Owner may execute a Change Order for this Additional Work.

D. PAYMENT SCHEDULE AND PAYMENT TERMS

1. PAYMENT SCHEDULE:

- * First Payment: Due when Agreement is signed
and returned to Contractor: \$5,000
- * Final Payment: Balance of contract amount due upon Substantial
Completion of all work under contract: \$7,540

2. PAYMENT OF CHANGE ORDERS/ADDITIONAL WORK: Payment for Additional Work is due upon completion of either all or part of the Additional Work and submittal of invoice by Contractor.

3. FINAL CONTRACT PAYMENT: The final contract payment is due and payable upon "Substantial Completion" (not Final Completion) of all work under contract. "Substantial Completion" is defined as being the point at which the Building/Work of Improvement is suitable for its intended use, or the issuance of an Occupancy Consent, or final building department approval from the city or county building department, whichever occurs first.

4. HOLD BACK FROM FINAL PAYMENT FOR PUNCH LIST WORK: At time of making the final contract payment, Owner may hold back 150% of the value of all Punch List work. Owner and Contractor will place a fair and reasonable value on each Punch List item at time of Punch List walk-through with Owner. Contractor and Owner will then execute the Punch List form. This 150% hold back for Punch List work assures Owner that all Punch List work will be completed by Contractor in a timely manner. Payment for completed items is due and payable upon submittal of invoice for those completed items, even though the entire punch list may not be completed.

5. INTEREST CHARGES: Interest in the amount of 1% per month will be charged on all late payments under this Agreement. "Late Payments" are defined as any payment not received within 7 days of receipt of invoice from Contractor.

E. WARRANTY

Thank you for choosing Vermont Heavy Timber, LLC to perform this work for you. Your satisfaction with our work is the highest priority for us,



Contractor

Owner

Owner

however, not all possible complaints are covered by our warranty. Contractor does provides a limited warranty against material defects on all Contractor- and Subcontractor-supplied labor and materials used in this project for a period of one year following Substantial Completion of all work. This warranty covers normal usage only. You must contact the Contractor at the address on page one of this Agreement in writing for warranty service immediately upon discovering an item in need of warranty service. If the matter is urgent, you must also call the Contractor and send written notice of the need for warranty service. Failure to notify the Contractor of the need for warranty service within ten days of discovery of a warranty item may void this warranty. Additionally, Owner's hiring of others or direct actions by Owner or Owner's separate contractors to repair a warranty item are not covered by this warranty and will not be reimbursed by Contractor.

No warranty is provided by Contractor on any materials furnished by the Owner for installation. No warranty is provided on any existing materials that are moved and/or reinstalled by the Contractor within the dwelling or the property (including any warranty that existing/used materials will not be damaged during the removal and reinstallation process). One year after substantial completion of the project, the Owner's sole remedy (for materials and labor) on all materials that are covered by a manufacturer's warranty is strictly with the manufacturer, not with the Contractor.

Repair of the following items and related damages of every kind are specifically excluded from Contractor's warranty: problems caused by lack of Owner maintenance; problems caused by Owner abuse, Owner misuse, vandalism, Owner modification, or alteration; or ordinary wear and tear. Damages resulting from mold, fungus, and other organic pathogens are excluded from this warranty unless caused by the sole and active negligence of contractor as a direct result of a construction defect which caused sudden and significant amounts of water infiltration into a part of the structure. Deviations that arise such as the minor cracking of concrete, stucco, and plaster; minor stress fractures in drywall due to the curing of lumber; warping and deflection of wood; shrinking/cracking of grouts and caulking; fading of paints and finishes exposed to sunlight are all typical (not material) defects in construction, and are strictly excluded from Contractor's warranty.

THE EXPRESS WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING



Contractor

Owner

Owner

ANY WARRANTIES OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE. THIS LIMITED WARRANTY EXCLUDES CONSEQUENTIAL, INCIDENTAL, AND SPECIAL DAMAGES AND LIMITS THE DURATION OF IMPLIED WARRANTIES TO THE FULLEST EXTENT PERMISSIBLE UNDER STATE AND FEDERAL LAW. SOME STATES RESTRICT LIMITATIONS ON VARIOUS WARRANTIES, AND SO A CONSUMER'S RIGHTS UNDER THIS WARRANTY MAY VARY. THIS LIMITED WARRANTY MAY NOT BE VERBALLY MODIFIED BY ANY PERSON. THIS LIMITED WARRANTY IS GOVERNED BY THE LAWS OF THE STATE WHERE THE WORK WAS PERFORMED.

F. WORK STOPPAGE AND TERMINATION OF CONTRACT FOR DEFAULT

Contractor shall have the right to stop all work on the project and keep the job idle if payments are not made to Contractor strictly in accordance with the Payment Schedule in this Agreement, or if Owner repeatedly fails or refuses to furnish Contractor with access to the job site and/or product selections or information necessary for the advancement of Contractor's work. Simultaneous with stopping work on the project, the Contractor must give Owner written notice of the nature of Owner's material breach of this Agreement and must also give the Owner a 14-day period in which to cure this breach of contract. Owner to follow this same notice procedure with Contractor if Owner alleges Contractor is in material breach of this Agreement.

If work is stopped due to any of the above reasons (or for any other material breach of contract by Owner) for a period of 14 days, and the Owner has failed to take significant steps to cure his default, then Contractor may, without prejudicing any other remedies Contractor may have, give written notice of termination of the Agreement to Owner and demand payment for all completed work and materials ordered through the date of work stoppage, and any other reasonable loss sustained by Contractor. Thereafter, Contractor is relieved from all other contractual duties, including all Punch List and warranty work.

G. DISPUTE RESOLUTION AND ATTORNEY'S FEES

Any controversy or claim arising out of or related to this Agreement involving an amount less than \$5,000 (or the maximum limit of the Small Claims court) must be heard in the Small Claims Division of the Municipal Court in the county where the Contractor's office is located. Any dispute over the dollar limit of the Small Claims Court arising out of



Contractor

Owner

Owner

this Agreement shall be submitted to an experienced private construction arbitrator that shall be mutually selected by the parties to conduct a binding arbitration in accordance with the arbitration laws of the state where the project is located. The arbitrator shall be either a licensed attorney or retired judge who is familiar with construction law. If the parties can not mutually agree on an arbitrator within 30 days of written demand for arbitration, then either of the parties shall submit the dispute to binding arbitration before the American Arbitration Association in accordance with the Construction Industry Rules of the American Arbitration Association then in effect. Judgment upon the award may be entered in any Court having jurisdiction thereof.

The prevailing party in any legal proceeding related to this Agreement shall be entitled to payment of reasonable attorney's fees, costs, and post-judgment interest at the legal rate.

H. ENTIRE AGREEMENT, SEVERABILITY, AND MODIFICATION

This Agreement represents and contains the entire agreement and understanding between the parties. Prior discussions or verbal representations by Contractor or Owner that are not contained in this Agreement are not a part of this Agreement. In the event that any provision of this Agreement is at any time held by a Court to be invalid or unenforceable, the parties agree that all other provisions of this Agreement will remain in full force and effect. Any future modification of this Agreement should be made in writing and executed by Owner and Contractor.

I have read, and I understand and agree to, all the terms and conditions contained in the Agreement above.

12/05/2024 
DATE CONTRACTOR'S SIGNATURE

DATE OWNER'S SIGNATURE

DATE OWNER'S SIGNATURE

 _____ _____
Contractor Owner Owner

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
 - b. completion date of compilation
 - c. completion date of first draft
 - d. completion date of checking
 - e. completion date of second draft
 - f. date printed
 - g. date shipped

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: _____



Town of Waitsfield
Application for Public Festival Permit

May 9, 2025

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: Mad Marathon & Mad Half, Relays, 5K & 10K
- 2) Date(s) of Festival: July 13, 2025/July 11, 2025 Concert at the Inn at the Round Barn Farm (6-9PM) / July 12, 2025 Mad Carbo Dinner at the Inn at the Round Barn Farm (6 to 9PM) plus youth Mad Mile and Toddler Kids Run
Request Set up on July 12, 2025 Mad River Green at 2:00PM
- 3) Location of Festival: Mad River Green & 26.2 mile road course (see attached #11)
- 4) Hours of Festival: 5:30AM to 6:00PM
- 5) Sponsor of Festival: Mad Valley Sports / 501(c)3 and Mad Marathon
Address: P.O. Box 28
Waitsfield, Vermont 05673
Phone #: (802) 363-9863 e-mail: dori@madmarathon.com
- 6) Please provide names of principal individuals responsible for the festival:

<u>Dori Ingalls</u>	<u>Ian Sweet</u>
Name	Name
<u>(802) 363-9863</u>	<u>(802) 363-1712</u>
Phone	Phone
<u>P.O. Box 28</u>	<u>P.O. Box 28</u>
Address	Address
<u>Waitsfield, Vermont 05673</u>	<u>Waitsfield, Vermont 05673</u>
- 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.

<u>Crosspoint Associates, Jonathan Hueber</u>	<u>217 West Central Street</u>
Owner	Address
<u>(508) 655-0505</u>	<u>Natick, MA 01760</u>
Phone	
- 8) A. Number of tickets to be printed, if applicable: NA
B. Number of persons reasonably expected to attend: 1,750
C. Fee: \$25 for each 250 persons expected to attend: \$ \$175.00

D. If festival is charitable or non-profit, are you requesting a fee waiver? Yes

Town of Waitsfield, Application for Public Festival Permit, Page 2

- 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:

SEE ATTACHED

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

SEE ATTACHED

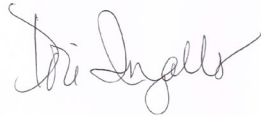
- 11) General nature of the festival, persons scheduled to appear, and description of program. ATTACH SEPARATE SHEET IF NEEDED:

SEE ATTACHED

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

SEE ATTACHED

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



Signature

Dori Ingalls May 9, 2025
Printed Name of Applicant Date

Disposition of application – For Town Use Only

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

Conditions:

By: Waitsfield Selectboard

Town of Waitsfield
Application for Public Festival Permit- Mad Marathon ATTACHMENTS

9) Specific arrangements proposed to be made for off-street parking, sanitation facilities, traffic control, security, crowd/noise control, food & beverage service.

The race start/finish is in the Mad River Green, host to the Farmer's Market on Saturdays during the summer months. Sufficient parking is available for the Mad Marathon since Sunday is a low traffic day.

Portable toilets will be set at the race start/finish and at key locations on the route.

Twenty-one aid stations will be set on the route providing water and fluid replacement drinks and offering assistance as needed.

A medical tent with personnel and emergency equipment will set up at the race finish area.

Traffic control officers will be consulted and hired to manage traffic detail race day. Course marshals and flaggers will be coordinated according to traffic regulations and recommendations. Traffic control and security officers will coordinate with all race officials.

Marathon participants welcome crowd encouragement throughout the course and especially on the Finish Line. However, the course marshals and security officers will be alert to any possible adverse situations.

Food and beverage service is detailed in Item #12.

10) Summary of advertising and sign material including scope, general description and estimated budget therefore.

The Mad Marathon advertising and media campaign is extensive.

Locally we will promote the event on MadTV12 with a 30 second commercial, along with advertising and press releases throughout the year in the Valley Reporter, Burlington Free Press, Times Argus and other Vermont newspapers along with Sport Publications. In addition, the Mad Marathon will be hanging banners and posters throughout the Valley and in Vermont sport agencies and shops.

The regional and national markets will also be pursued. We are promoting the Mad Marathon as "The World's Most Beautiful Marathon"™. It is our intention to reach travel and sport markets with press releases promoting our unique race and the magical lure of sport in Vermont. Promotions will be ongoing in New England, New York, nationally and through our website and social networks, world-wide.

After a worldwide search, National Geographic chose the Mad Marathon to be included in their new book, "*100 Runs of a Lifetime*". The book includes 99 other classic and world famous runs from around the world. The Mad River Valley is highlighted in the publication. *More information attached*

The Mad Marathon was awarded a grant in 2024 from Vermont Tourism. The grants purpose is to promote Vermont along with the Mad River Valley. As a result, entries for the race as of today are up 58%. It is no known if these numbers will continue, however, we are prepared.

We are honored as a Vermont Chamber of Commerce Top Ten Summer Event 2018, 2019, 2020 & 2022 which adds to our exposure. Additionally, we have been chosen by Runners World Magazine on their Bucket List as a Top Ten Destination Marathon 2018, 2020 (canceled) and 2021, This award was given to four US Marathons, ours, Kauai, Hawaii; Missoula, Montana and Anchorage, Alaska. The remaining six on the list are Paris, Rome, Sydney, Norway, Stockholm and China. Link: <https://www.runnersworld.com/races-places/a25800170/bucket-list-races-for-new-year/>

Advertising Summary - 2025

<u>PUBLICATION</u>	<u>FORMAT</u>	<u>SCHEDULE</u>
World Running Clubs	Calendar/Email blasts	Ongoing
Social Media	FACEBOOK ADS/Twitter etc.	Ongoing
Runner's World Runner's World	Calendar AD	Ongoing 5/25 to 7/25
Marathon Maniacs	Banner/Article/Facebook	1/25 to 7/25
Ambassadors	Social Media	Ongoing
Event Hui	Banner ADS	Ongoing
Paypal	Fundraising Web/Article	Ongoing
Marathon Guide	Calendar/Banner	Ongoing
Texas Run Promotions	AD/listing	6/25 to 7/25
USA Running	Calendar	1/25 to 7/25
Half Marathon Guide	Calendar	1/25 to 7/5
Press Releases	Local/Vermont	5/25 to 7/25
USA Track & Field	Calendar	2/25 to 7/25

Estimated Budget: \$7,500.00

11) General nature of the festival, persons scheduled to appear and description of program.

A full and half marathon winding through 26.2 miles of dirt and back roads in the Mad River Valley. A course detail follows:

Mad Marathon Route

Location	Miles
Slow Road Start	0.0
Slow Road RT100 to Bridge Street	0.6
East Warren Road/Junction Joslin	1.0
Joslin/North Road	2.2
North Road/Meadow Rd	4.5
North Rd Turnaround 1.3m	5.8
NR Meadow/Common Road/East Road	9.4
Common/East Warren Rd	12.1
East Warren/Roxbury Mtn	15.5
Roxbury Mtn/Senor Rd	16.1
Senor/Fuller Hill	17.4
Fuller Hill/Plunkton	17.9
Plunkton/Brook Rd	18.7
Brook.East Warren Rd	19.3
East Warren/Common	22.7
EWB - Common/Round Barn	23.6
EWB – Round Barn/Joslin	24.9
ERW – Joslin To Rt 100	25.3
Rt 100 –Finish	26.2

Road Usage

Roads	Distances	Totals
Rt 100	0.6 + 0.6	1.2
Bridge Street	0.1 + 0.1	0.2
East Warren Rd	0.3 + 3.4 + 5.9	9.3
Joslin Hill Road	1.2	1.2
North Road	2.3 + 1.3 + 1.3 + 2.3	7.2
Meadow Road	0.2+0.2	0.4
East Road	0.05+0.05	0.1
Common Rd	2.7	2.7
Roxbury Mt Rd	0.6	0.6
Senor Rd	1.3	1.3
Fuller Rd	0.5	0.5
Plunkton Rd	0.8	0.8
Brook Rd	0.6	0.6
Slow Rd Loop	0.3	0.3
Total	26.2	26.2

The Mad Half will be an out and back loop race with a turn-around at 6.55 miles on North Road. The start and finish of both races will be at Mad River Green in Waitsfield Village with less than a mile on Route 100 in both directions. This Sunday morning event promises to again lure a crowd from the local community along with visitors and support groups.

Economic impact on the Mad River Valley:

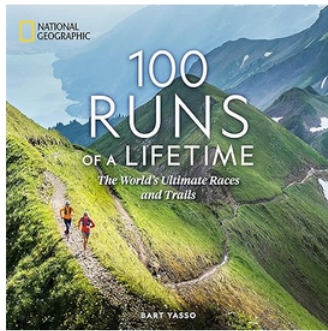
Although our 2025 race faces unknowns for travelers, based on a field of 1,200 runners, the economic impact on the Mad River Valley will be considerable. Data published in the most recent Vermont Department of Tourism & Marketing study reports the average overnight visitor spends \$239.00 per day on lodging, shopping, recreation, food and beverage. A party of two spends \$339.00 per day. The typical marathoner will spend 3.5 days on location with a family member or \$1,186.50. The majority of our runners are from out of state or country. Therefore, if 95% of the field for the race are overnight visitors to the Valley, that would total \$1,352,610. Day visitors to the Valley as athletes, spectators and support teams will spend an average of \$42.00 per day, therefore raising the total impact.

12) If food and beverage are to be provided, indicate name and address of providers.

Generally, a marathon will host a pasta/carbo dinner the night before the race. However, the Mad Marathon will again be organizing the MAD CARBO with local restaurants hosting smaller private parties through out the Valley. The Inn at the Round Barn Farm will host a MAD CARBO Dinner for runners and their families.

At the Race Finish, water, fluid replacement drinks, sport bars, donuts, bagels, chips and fruit will be available for athletes.

Note: NATIONAL GEOGRAPHIC BOOK “*100 Runs of a Lifetime*”:



100 Runs of a Lifetime: The World's Ultimate Races and Trails

Hardcover – April 15, 2025

by [Bart Yasso](#) (Author)

[See all formats and editions](#)

 **Pre-order Price Guarantee.** [Terms](#) 

Discover the best runs and races around the globe with this beautifully illustrated, expertly curated collection from National Geographic.

Runners of all skill levels—even those going from couch to 5k—will find something unforgettable among these 100 runs and races, including all six of the iconic World Marathon Majors to courses that traverse Hawaii, Iceland, and Italy's stunning Amalfi Coast.

See you at the starting line! This extraordinary guidebook contains 100 of the best running routes around the globe. With one-of-a-kind experiences for every type of runner, from novices to seasoned marathoners, runners will find the best routes for scenic views, on-course entertainment, and new PRs.

In addition to classics like the Boston Marathon, the Hood to Coast 200, and the Rim to Rim to Rim Grand Canyon challenge, runners will be delighted to find new routes including:

- A picturesque path along Italy's Amalfi Coast
- The 38-mile Timberline Trail, which loops around 11,240-foot-tall Mount Hood in Oregon
- New Zealand's Kepler Track across alpine ridgelines and forest
- The Lake Ouachita Vista Trail in Arkansas' Ouachita National Forest
- A 16-mile paved path on the flanks of the Rio Grande just north of Albuquerque New Mexico
- A jaunt through the 56-acre Luxembourg Gardens in Paris
- An endurance run along the 170-mile-loop of the Tahoe Rim Trail

And so much more!

Along with everything you need to know about each of these bucket list-worthy tracks runs, you'll also find expert travel advice for when to go, where to stay, what to eat, and what to do when you're off the course.

All that's left to do is lace up your shoes and go!

PACIF Risk Management Report

Member: Waitsfield Town

Visit Date: 04/23/2025

Consultant: Larry Smith

Location: Town Office

Location Detail: Multiple locations

Issue ID: 11097

Priority: LOW

Suggested Correction Date: 07/22/2025

Status: Open

Issue: Fire extinguishers had not received annual inspections from a qualified vendor.

Recommendation: All fire extinguishers must be inspected by a qualified vendor on an annual basis.



Location: Town Garage

Location Detail:

Issue ID: 11099

Priority: LOW

Suggested Correction Date: 07/22/2025

Status: Open

Issue: Some items within the first aid kit were in use past their expiration date.

Recommendation: Remove the outdated items and periodically check the first aid kit to make sure that all items are within their expiration date and that it is otherwise appropriately equipped. A local healthcare provider may be able to provide guidance on what types of items should be included in the kit, for your location and operation.



*Our service visits are designed to assist you in your risk management efforts. We do not assume responsibility for the discovery or elimination of all hazards which could possibly cause accidents or losses. Recommendations are developed from the conditions observed at the time of the survey and may not include every possible cause of loss. Compliance with these recommendations does not guarantee the fulfillment of your obligation under local, state, or federal laws or regulations. When recommendations have been completed, please let us know. **Note: all "High Priority" recommendations must be completed prior to being considered for a PACIF Equipment Grant "award".***

PACIF Risk Management Report

Member: Waitsfield Town

Visit Date: 04/23/2025

Consultant: Larry Smith

Location: Town Garage

Location Detail:

NO PHOTO TAKEN

Issue ID: 11100

Priority: LOW

Suggested Correction Date: 07/22/2025

Status: Open

Issue: No written procedures and/or program had been established to control employee exposures to releases of hazardous energy (e.g. no Lockout/tagout or energy control program or procedures).

Recommendation: A written energy control program must be developed and implemented as required by VOSHA 1910.147. The program must include the following key elements:

- 1) Identify key exposures (including vehicle maintenance if applicable) and develop written energy control procedures for each piece of equipment. Similar equipment may be able to use the same set of procedures. The procedures must outline specific sources of uncontrolled energy, sequential steps that outline how employees will implement energy controls, and the appropriate steps to safely restore the equipment to normal operating condition for each task;
- 2) Employee training overview. Outline the training of authorized and affected persons and reference training rosters and content used to provide this worksite specific training;
- 3) Outline the procedure used to complete periodic (minimum annual) self-inspection of the program. This should address who completes the self-inspection, its frequency and the method used to complete it and how this information is retained by the employer and used for program improvement. A checklist may be used to complete this process.

*Our service visits are designed to assist you in your risk management efforts. We do not assume responsibility for the discovery or elimination of all hazards which could possibly cause accidents or losses. Recommendations are developed from the conditions observed at the time of the survey and may not include every possible cause of loss. Compliance with these recommendations does not guarantee the fulfillment of your obligation under local, state, or federal laws or regulations. When recommendations have been completed, please let us know. **Note: all "High Priority" recommendations must be completed prior to being considered for a PACIF Equipment Grant "award".***

PACIF Risk Management Report

Member: Waitsfield Town

Visit Date: 04/23/2025

Consultant: Larry Smith

Location: Town Garage

Location Detail:

NO PHOTO TAKEN

Issue ID: 11101

Priority: LOW

Suggested Correction Date: 07/22/2025

Status: Open

Issue: A personal protective equipment (PPE) assessment has not been completed to identify and document hazards associated with tasks that employees perform.

Recommendation: VOSHA requires all employers to review tasks that expose employees to hazards (such as noise, flying projectiles, heat, cuts, welding arc, etc.) to evaluate them for the presence of hazards that require personal protective equipment.

The "assessment" results should be documented and retained. Many employers will use the assessment results to identify what the PPE requirement is for each task and will post this prominently for employees. Guidance documentation has been provided via email to facilitate compliance with this item.

Location: Town Garage

Location Detail:

Issue ID: 11098

Priority: LOW

Suggested Correction Date: 07/22/2025

Status: Open

Issue: Employees were exposed to hazards posed by points of operation, ingoing nip points, rotating parts, or flying chips and sparks and adequate guarding was not provided.

Recommendation: Install appropriate guarding to prevent employee contact with these hazards. Guarding should typically be located close to the hazard and eliminate the potential for employee body parts to come into contact with the hazardous element. **Note: See below for an example of a compliant aftermarket drill press guard (Delta rod type).**



*Our service visits are designed to assist you in your risk management efforts. We do not assume responsibility for the discovery or elimination of all hazards which could possibly cause accidents or losses. Recommendations are developed from the conditions observed at the time of the survey and may not include every possible cause of loss. Compliance with these recommendations does not guarantee the fulfillment of your obligation under local, state, or federal laws or regulations. When recommendations have been completed, please let us know. **Note: all "High Priority" recommendations must be completed prior to being considered for a PACIF Equipment Grant "award".***

PACIF Risk Management Report

Member: Waitsfield Town

Visit Date: 04/23/2025

Consultant: Larry Smith

*Our service visits are designed to assist you in your risk management efforts. We do not assume responsibility for the discovery or elimination of all hazards which could possibly cause accidents or losses. Recommendations are developed from the conditions observed at the time of the survey and may not include every possible cause of loss. Compliance with these recommendations does not guarantee the fulfillment of your obligation under local, state, or federal laws or regulations. When recommendations have been completed, please let us know. **Note: all "High Priority" recommendations must be completed prior to being considered for a PACIF Equipment Grant "award".***



LETTER OF INTENT TO PARTICIPATE IN THE SFY26 MUNICIPAL ROADS GRANTS-IN-AID PROGRAM

We, the Legislative Body of the Municipality of _____, certify that the municipality will:

- Construct one or more road best management practices (BMPs) to bring connected road segments into full compliance with Municipal Roads General Permit (MRGP) standards, to be completed by September 30, 2026.
- Construct the road BMPs on hydrologically connected road segments – roads that drain directly into surface waters (streams, rivers, ponds, lakes and wetlands). Refer to the Vermont Department of Environmental Conservation (DEC) map layer for **hydrologically connected** municipal roads in Vermont. This map layer is available at: <http://anr.vermont.gov/maps/nr-atlas>.
- Prior to construction of the BMPs, **receive Construction Authorization from VTrans** to verify the appropriate location of the connected road segment and BMP(s) to meet MRGP standards.
- Post a Clean Water Project sign during construction (select projects only).
- Provide a minimum of 20% local match (in-kind and/or cash). Match can include quantified in-kind contributions such as transportation, municipally owned road equipment, crew labor, municipal staff time and other costs directly related to the BMP construction project as part of this program. Funds from other federal or state grant programs or local match for those other federal and state grant programs cannot be included as match.
- Complete all reporting and invoicing requirements using the VTrans requested format.
- Submit all Performance Reports and Request reimbursement no later than 12/30/2026 (90 days from end of grant period).
- Complete a post construction assessment of each road segment repaired and provide the post construction assessment to DEC using the MRGP portal/app and certify during the request for reimbursement, that the repaired road segments are “fully compliant” with MRGP.

_____ Date: _____

(Duly Authorized Representatives)

Municipality: _____

Primary Contact Name and Title: _____ (Selectboard Chair or Council)

Note: **Primary Contact is responsible for grant execution** on Town's behalf, Secondary Contact **must** be Town Clerk.

Address: _____
Street Address Town Zip

Email: _____ Phone: _____

Town Clerk (2nd contact): _____ Email: _____

Unique Entity Identifier (SAM #): _____ Fiscal Year End Month (MM): _____

This form must be submitted via email by May 23rd, 2025 to indicate participation.

Return signed Letter of Intent to: VTrans Municipal Roads Grants-in-Aid Program, c/o VTrans Municipal Assistance Program, via email: Grantsinaid@vermont.gov

This is a letter of intention to participate only. THIS IS NOT A GRANT, CONTRACT or AGREEMENT.



State of Vermont

District 6

2178 Airport Road

Berlin, VT 05641

vtrans.vermont.gov

Agency of Transportation

[phone]

802-249-3761

May 12th, 2025

York Haverkamp
Town of Waitsfield
4144 Main Street
Waitsfield, Vermont, 05673

Subject: **Road Sweeping VT 100 & 17 L.S. VT 100 12+14-22+17**

VT 17 0+0-10+56

Permit ID# 47114

19 VSA § 1111 Permit

Dear Mr. Haverkamp

Your highway permit application to work within the State of Vermont Right of way to sweep the road, at the above-referenced location, has been reviewed and found to meet the requirements for work within the highway right-of-way.

Pursuant to Title 19 VSA § 1111(b), authorization for this modified entrance is strictly contingent upon its compliance with all local ordinances and regulations relating to highways and land use. Furthermore, under Title 19 VSA § 1111(g), the agency or a municipal designee may suspend this authorization if the modified entrance fails to comply with such ordinances and regulations. To enforce a suspension, the agency may also, at its discretion, physically close the driveway or access point.

The permit will contain, but will not be limited to, the attached Special Conditions.

This permit addresses only access to, work within, and drainage affecting the State highway. It does not address other possible transportation issues, such as access to town highways, use of private roads, and use of railroad crossings. If relevant to the proposed development, such issues must be addressed separately.

If you have any further questions about this matter, please call me at **802-249-3761**. **In accordance with the Special Conditions, you must contact the District Transportation Office 802-241-0172 prior to starting work within the State highway right-of-way.**

DocuSigned by:
A handwritten signature in black ink that reads "Christopher Cyr".
4AE5F001E73F49A...

Sincerely,

Chris Cyr
District 6 Technician

Attachments

CC:

John Dunbar District 6 TAMS
Nathan Covey Permitting services



PERMIT ID# _____
 AMOUNT PAID _____
 CHECK # _____
 RECEIVED DATE _____
 ACCEPTED BY _____

VERMONT AGENCY OF TRANSPORTATION State Highway Access and Work Permit

FEE SCHEDULE

The applicant shall pay the applicable administrative processing and application review fee by submitting a check made payable to the “**State of Vermont**” to the following address:

Vermont Agency of Transportation
 Development Review and Permitting Services Section
 Barre City Place
 219 N. Main Street
 Barre, VT 05641

Municipal and State projects are not exempt from fees. Nonprofit organizations and companies are not exempt from fees. **Fees are not refundable.** Revisions and time extensions are free.

The Agency reserves the right to return an application that is incomplete, inaccurate or does not meet the requirements for a VSA, Title 19, Section 1111 Permit. The Agency may require an applicant to submit additional information that the Agency considers necessary in order to make a decision on the permit request. Calculate the fee using the table below (only one fee per permit)

Residential or Agricultural	\$0
Utility Installations	\$100
Minor Commercial Developments	\$250
Major Commercial Developments	\$2,500
Annual Utility Permits	\$500

Notes:

1. “Residential or Agricultural” means accesses serving a single-family home, a duplex residence, or a logging or field access for agricultural use only. Three or more dwelling units are considered a “Minor” or “Major” Commercial Development.” **All** land subdivisions are considered either “Minor” or “Major Commercial Development”;
2. “Utility Installations,” include each direct connection to the State highway storm water system;
3. “Minor Commercial Developments” means a commercial development for which the Agency does not require the applicant to submit a traffic impact study. Resurfacing or reconstructing an existing commercial access is considered a Minor Commercial Development;
4. “Major Commercial Developments” means a commercial development for which the Agency requires the applicant to submit a traffic impact study (in any case involving an access permit for a development contributing 75 or more peak hour trips to State highways based upon latest trip generation guidance by Institute of Transportation Engineers);
5. “Annual Utility Permits” are the Routine Maintenance and Emergency Repair Permits;
6. There exist other types of permits for which a fee is not required. Examples of these types of permits are; temporary traffic control signage, survey or boring work, sidewalks, installation of traffic counting devices, trailer-mounted or permanent speed radar feedback signs and regrading of a roadside ditch;
7. **Any questions please call the Permitting Services Office at (802) 279-1152**

PERMIT ID# 47114

FOR AGENCY USE ONLY

Town: Waitsfield

Route: VT 100 /17

Mile Marker: 2.3-4.2/0.0-0.2

Log Station: 12+14-22+17/0+0-10+56

VERMONT AGENCY OF TRANSPORTATION
State Highway Access and Work Permit

Owner's/Applicant's Name, Address, E-mail & Phone No. Town of Waitsfield

4144 Main St. Waitsfield VT 05673, townadmin@gmavt.net 802-496-2780

Co-Applicant's Name, Address, E-mail & Phone No. (if different from above)

The location of work (town, highway route, distance to nearest mile marker or intersection & which side)
rt. 100 (main street) approximately 1.9 miles, both sides of highway, and Rt 17 from rt 100 interesection

Description of work to be performed in the highway right-of-way (attach plan) Street sweeping by Kingsbury sweepin

Property Deed Reference Book: Page: (only required for Permit Application for access)

Fee \$ (fees do not apply for residential or agricultural purposes)

Is a Zoning Permit required? Yes No - If Yes, #

Is a 30 VSA § 248 permit required? Yes No - If Yes, #

Is an Act 250 permit required? Yes No - If Yes, #

Other permit(s) required? Yes No - If Yes, name and # of each

Date applicant expects work to begin 20

Owner/Applicant: York Haverkamp Position Title: Town Administrator

(Print name above)

Sign in Shaded area:

YORK HAVERKAMP

Date:

5.8.2025

Co-Applicant: Position Title:

(Print name above)

Sign in Shaded area:

Date:

INSTRUCTIONS:

-Contact the Development Review and Permitting Services Section (802.636.0037) or your local area Transportation Maintenance District Office to determine your issuing authority. The issuing authority will determine what plans, fee and other documents are required to be submitted with your Vermont Statutes Annotated, Title 19, Section 1111, permit application request.

- **Original signatures are required on an original Form. The Owner/Applicant and Co-Applicant (if applicable) declares under the pains and penalty of perjury that all information provided on this form and submitted attachments are to the best of their knowledge true and complete.**

FEE:

-See **Fee Schedule** for applicable administrative processing and application review fee.

PERMIT APPROVAL

Approved to sweep the road at the above location.

The work is subject to the restrictions and conditions on the reverse page, plus the Special Conditions stated on the attached page(s).

Date work is to be completed

5/9/2026

Date work accepted:

By Michelle Redmond
1BE84AB428C5439
Authorized Representative for
Secretary of Transportation

Issued Date 5/12/2025

By: DTA or Designee

DocuSigned by:
Christopher Cyr

NOTICE: This permit covers only the Vermont Agency of Transportation's jurisdiction over this highway under Vermont Statutes Annotated, Title 19, Section 1111. It does not release the petitioner from the requirements of any other statutes, ordinances, rules or regulations. This permit addresses only access to, work within, and drainage affecting the state highway. It does not address other possible transportation issues, such as access to town highways, use of private roads, and use of railroad crossings. If relevant to the proposed development, such issues must be addressed separately.

No work shall be done under this permit until the owner/applicant has contacted the District Transportation Office at:

RESTRICTIONS AND CONDITIONS

DEFINITIONS:

- “Agency” means the Vermont Agency of Transportation (a/k/a VTrans).
- “Engineer” means the authorized agent of the Secretary of Transportation.
- “Owner/Applicant” means the party(s) to whom the permit is to be issued.
- “Co-Applicant” means the party who performs the work, if other than Owner/Applicant or a secondary Owner/Applicant under a joint permit application.
- “Permit Holder” means the party who currently owns the lands abutting the highway that are the subject of the permit.

GENERAL:

By accepting this permit, or doing any work hereunder, the Owner/Applicant agrees to comply with all of the restrictions and conditions and any imposed special conditions. If the Owner/Applicant is aggrieved by the restrictions and conditions or special conditions of the permit, they shall submit a written request for consideration to the Engineer within 30-days of permit issuance and prior to starting any work. No work will be authorized by the Agency, or performed under the permit, until the dispute is fully resolved.

Vermont Statutes Annotated, Title 30, Chapter 86 (“Dig Safe”) requires notice to Dig Safe before starting excavation activities. The Permit Holder or his/her contractor must telephone Dig Safe at 811 at least 48 hours (excluding Saturdays, Sundays and legal holidays) before, but not more than 30 days before, starting excavation activities at any location. In addition, please note that the Agency and many municipalities are not members of Dig Safe and will need to have their utility facilities investigated with due diligence prior to starting excavation activities in or on the State Highway right-of-way.

The Permit Holder is to have a supervisory representative present any time work is being done in or on the State Highway right-of-way. A copy of this permit and Special Conditions must be in the possession of the individual performing this work for the Permit Holder.

Except with the specific, written permission of the District Transportation Administrator, all work in the State Highway right-of-way shall be performed during normal daylight hours and shall cease on Sunday, on all holidays (which shall include the day before and the day following), during or after severe storms, and between December 1 and April 15. These limitations will not apply for the purposes of maintenance, emergency repairs, or proper protections of the work which includes, but not limited to, the curing of concrete and the repairing and servicing of equipment.

The Owner/Applicant shall be responsible for all damages to persons or property resulting from any work done under this permit, even if the Applicant’s Contractor performs the work. All references to the Owner/Applicant also pertain to the Co-Applicant.

The Owner/Applicant must comply with all federal and state statutes or regulations and all local ordinances controlling occupancy of public highways. In the event of a conflict, the more restrictive provision shall apply.

The Owner/Applicant must, in every case where there is a possibility of injury to persons or property from blasting, use a pre-approved Blasting Plan. All existing utility facilities shall be protected from damage or injury.

The Owner/Applicant shall erect and maintain barriers needed to protect the traveling public. The barriers shall be properly lighted at night and must be MUTCD (Manual on Uniform Traffic Control Devices) compliant.

All temporary and permanent traffic control measures and devices shall be MUTCD compliant.

The Owner/Applicant shall not do any work or place any structures or obstacles within the State Highway right-of-way, except as authorized by this permit.

The Owner/Applicant may pay the entire cost of the salary, subsistence and traveling expenses of any inspector appointed by the Engineer to supervise such work.

The Engineer may modify or revoke the permit at any time for safety-related reasons, without rendering the Agency or the State of Vermont liable in any way.

In addition to any other enforcement powers that may be provided for by the law, the Engineer may suspend this permit until compliance is obtained. If there is continued use or activity after suspension, the Engineer may physically close the work area and take corrective action to protect the safety of the highway users.

The Permit Holder shall be responsible to rebuild, repair, restore and make good all injuries or damage to any portion of the highway right-of-way that has been brought about by the execution of the permitted work, for a minimum period of eighteen (18) months after final inspection by the District.

Any approved variance from the permitted plans is to be recorded on "as-builts" with copies provided to both the Chief of Permitting Services and the District Transportation Administrator.

ACCESS:

This permit (if for access) does not become effective until the owner/applicant records in the office of the appropriate municipal clerk, the attached “Notice of Permit Action"

As development occurs on land abutting the highways, the Agency may revoke a permit for access and require the construction of other access improvements such as the combination of access points by adjoining owners.

Under Vermont Statutes Annotated, Title 19, Section 1111, no deed purporting to subdivide land abutting a state highway can be recorded unless all the abutting lots so created are in accordance with the standards of Section 1111.

The Permit Holder acknowledges and agrees that neither this permit nor any prior pattern of use creates an ownership interest or other form of right in a particular configuration or number of accesses to or through the highway right-of-way, and that the right of access consists merely of a right to reasonable access the general system of streets, and is not a right to the most convenient access or any specific configuration of access.

DRAINAGE:

The Owner/Applicant shall install catch basins and outlets as may be necessary, in the opinion of the Engineer, to preclude interference with the drainage of the state highway. Direct connections shall not be allowed without written approval.

UTILITY WORK; CUTTING AND TRIMMING TREES:

The Owner/Applicant shall obtain the written consent of the adjoining owners or occupants or, in the alternative, an order from the State Transportation Board in accordance with, Vermont Statutes Annotated, Title 30, Section 2506, regarding cutting of or injury to trees.

In general, all utilities shall be located adjacent to the State Highway right-of-way boundary line and shall be installed without damaging the highway or the highway right-of-way. No pole, push-brace, guy wire or other aboveground facilities shall be placed closer than 10 feet to the edge of traveled-way. If the proposed utility facilities are in conflict with the above, each location is subject to the approval of the Engineer.

Poles and appurtenances shall be located out of conflict with intersection sight distance, guardrail, ditches, signs, culverts, etc.

Where the cutting or trimming of trees is authorized by permit, all debris resulting from such cutting and trimming shall be removed from the State Highway right-of-way.

Open cut excavation for highway crossings is NOT the option of the Applicant, and may be utilized only where attempted jacking, drilling, or tunneling methods fail or are impractical. The Owner/Applicant shall obtain an appropriate modification of the highway permit from the Engineer before making an open cut.

JOINT PERMITS:

A joint permit application is required when more than one party will be involved with the construction, maintenance, and/or operation of the facility being constructed under this permit. Examples include, but are not limited to, joint ownership or occupancy of a utility pole line and construction of a municipal utility line by a contractor. Both utility companies, and in the second case, the municipality and the contractor, must be joint applicants.

York Haverkamp
Town of Waitsfield
L.S 12+14-22+17/0+0-10+56
May 12th, 2025
Page 1 of 3

SPECIAL CONDITIONS

GENERAL

This permit is granted subject to the restrictions and conditions on the back of the permit, with particular attention given to the Special Conditions listed below. This permit pertains only to the authority exercised by the Vermont Agency of Transportation (Agency) under Vermont Statutes Annotated, Title 19, Section 1111, and does not relieve the Permit Holder from the requirements of otherwise applicable statutes, rules, regulations or ordinances (e.g., Act 250, zoning, etc.). The Permit Holder shall observe and comply with all Federal and State laws and local bylaws, ordinances, and regulations in any manner affecting the conduct of the work and the action or operation of those engaged in the work, including all orders or decrees as exist at present and those which may be enacted later by bodies or tribunals having jurisdiction or authority over the work, and the Permit Holder shall defend, indemnify, and save harmless the State and all its officers, agents, and employees against any claim or liability arising from or based on the violation of any such law, bylaws, ordinances, regulations, order, or decree, whether by the Permit Holder in person, by an employee of the Permit Holder, by a person or entity hired by the Permit Holder, or by a Subcontractor or supplier.

A preconstruction meeting to discuss work to be completed must be held prior to the Permit Holder's employees or contractor beginning work. The Permit Holder is required to notify the District Transportation Administrator five (5) working days in advance of such meeting.

Please note that the Vermont Agency of Transportation is not a member of Dig Safe. The Permit Holder shall also contact Dan Ertel, State Signal Supervisor, at (802) 343-2188. Mr. Ertel will need to locate and mark all existing buried utility facilities owned by the Agency near the location of the proposed work.

Roadway shoulder areas must be maintained free of unnecessary obstructions, including parked vehicles, at all times while work is being performed under this permit.

Two-way traffic shall be maintained at all times unless permission is granted from the District Transportation Administrator. Whenever two-way, one-lane controlled traffic is authorized to be maintained by the Applicant's Contractor, **the traveling public shall not be delayed more than 10 minutes.**

Upon completion of the work, the Permit Holder shall be responsible for scheduling and hold a final inspection. The Permit Holder is required to notify the District Transportation Administrator five (5) working days in advance of such inspection.

The Permit Holder shall verify the appropriate safety measures needed, prior to construction, so proper devices and/or personnel are available when and as needed. Traffic control devices, shall be in conformance with the MUTCD (Manual on Uniform Traffic Control Devices), Agency standards and any additional traffic control deemed necessary by the District Transportation Administrator. The Permit Holder's failure to utilize proper measures shall be considered sufficient grounds for the District Transportation Administrator to order cessation of the work immediately.

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The Permit Holder will perform construction in such a way as to minimize conflicts with normal highway traffic. When two-way traffic cannot be maintained, the Permit Holder shall provide a sign package that conforms to the MUTCD (Manual on Uniform Traffic Control Devices) or Agency standards, as well as trained Flaggers. The District Transportation Administrator may require a similar sign package with trained Flaggers whenever it is deemed necessary for the protection of the traveling public. In addition, the District Transportation Administrator may require the presence of Uniform Traffic Officers (UTOs); moreover, the presence of UTOs shall not excuse the Permit Holder from its obligation to provide the sign package and Flaggers.

When traffic control becomes so complex that the traffic control cannot be accomplished using Agency standards, the Permit Holder must submit a traffic control plan to the Agency's Permitting Services office for Agency approval prior to beginning work.

The Permit Holder shall ensure that all workers exposed to the risks of moving highway traffic and/or construction equipment wear high-visibility safety apparel meeting the requirements of ISEA (International Safety Equipment Association) "American National Standards for High-Visibility Safety Apparel," and labeled as ANSI (American National Standards Institute) 107-2004, or latest revisions, for Performance Class 2 or 3 requirements. A competent person - one designated by the Permit Holder's Contractor to be responsible for worker safety within the activity area of the State highway right-of-way - shall select the appropriate class of garment. The Engineer may suspend this permit until compliance is obtained.

At no time should the flagger symbol sign be more than 1,000 feet from the flagger station. Flagger signs shall be covered or turned away from traffic when flagging operations cease for longer than 15 minutes.

The Permit Holder shall be responsible for all damages to persons and/or property due to or resulting from any work allowed under this permit. The Permit Holder shall defend, indemnify and save harmless the State, the Agency, and all of their officers, agents, and employees from all suits, actions, or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons or property, including all costs or expenses to defend against such suits, actions or claims.

No work shall be done during inclement weather conditions (anytime trucks are out plowing or salting)

Independence; Liability: The Permit Holder will act in an independent capacity and not as officers or employees of the State.

The Permit Holder shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Permit Holder or of any agent of the Permit Holder. The State shall notify the Permit Holder in the event of any such claim or suit, and the Permit Holder shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement, the Permit Holder may request recoupment of specific defense costs and may file suit in the Washington Superior Court requesting recoupment. The Permit Holder 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 Permit Holder.

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The Permit Holder shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Permit Holder.

Insurance: Before beginning any work under this Permit the Permit Holder must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Permit Holder to maintain current certificates of insurance on file with the State for the duration of work under the Permit. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Permit Holder for the Permit Holder's operations. These are solely minimums that have been established to protect the interests of the State.

Workers' Compensation: With respect to all operations performed under the Permit, the Permit Holder shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the Permit, the Permit Holder shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations
Products and Completed Operations
Personal Injury Liability
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$2,000,000 Per Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$ 50,000 Fire/Legal Liability

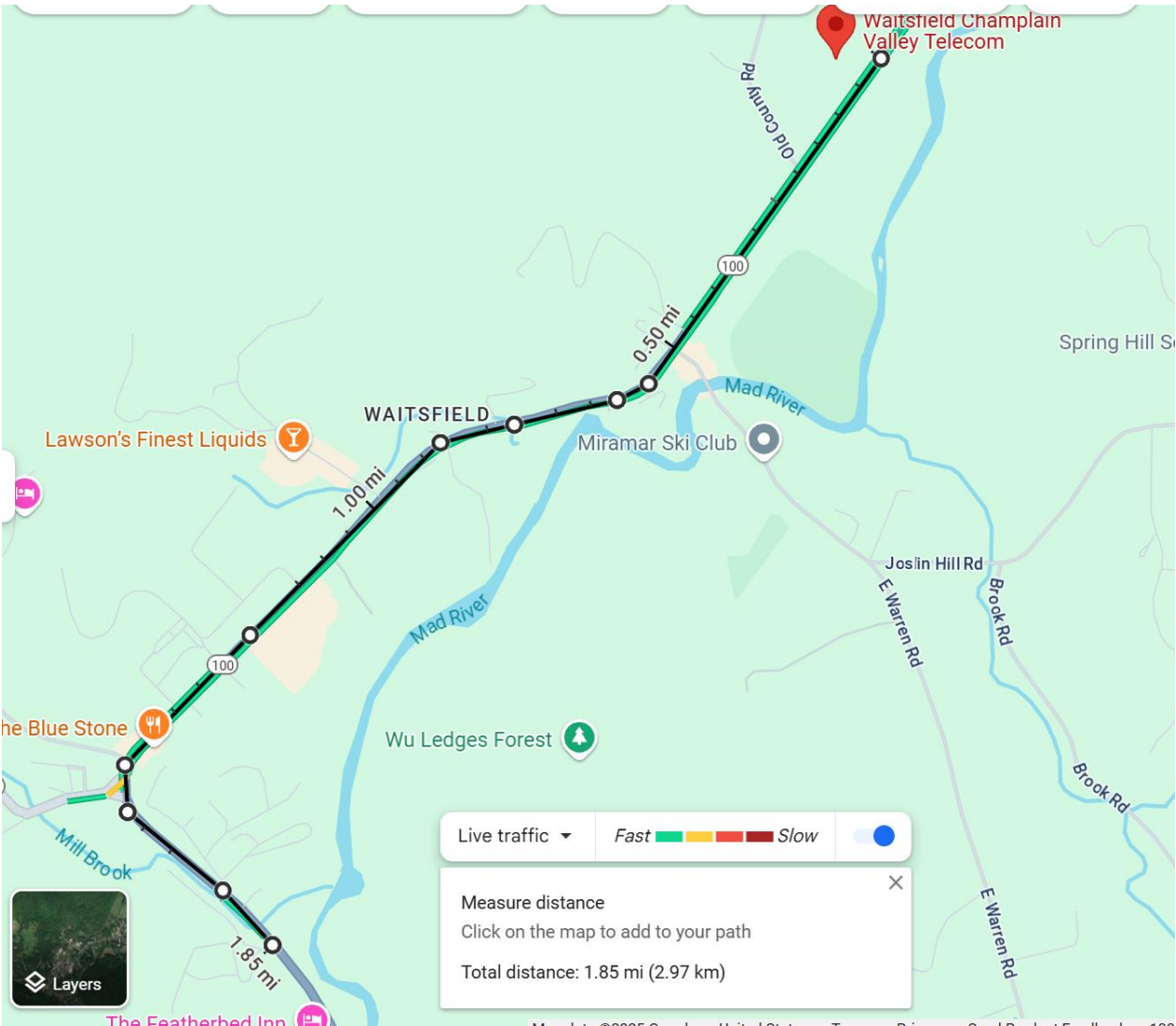
Permit Holder shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Permit.

Automotive Liability: The Permit Holder shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Permit. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

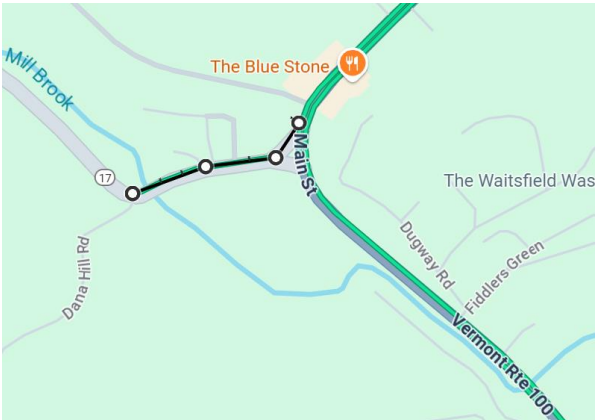
Permit Holder shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Permit.

Waitsfield rt 100 sweeping

Waitsfield Champlain valley telecom to Eagles rd. headed North and South lanes



Rt 17 to Dana Hill Rd



The intersection of rt 100 and rt 17



Certificate Of Completion

Envelope Id: B5BA476F-85C3-4A88-A1A3-6AB418FEEE3C

Status: Completed

Subject: Complete with Docusign: 1111 Permit Cover Letter TEMPLATE.docx, Street sweeping Vtrans permit 2...

Source Envelope:

Document Pages: 9

Signatures: 3

Envelope Originator:

Certificate Pages: 2

Initials: 0

Christopher Cyr

AutoNav: Enabled

One National Life Drive - Dewey Building

Envelopeld Stamping: Enabled

Montpelier, VT 05620-2001

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Christopher.Cyr@vermont.gov

IP Address: 170.222.128.10

Record Tracking

Status: Original

Holder: Christopher Cyr

Location: DocuSign

5/12/2025 2:13:07 PM

Christopher.Cyr@vermont.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: AOT - Agency of Transportation - AOT40

Location: Docusign

Signer Events

Signature

Timestamp

Christopher Cyr

christopher.cyr@vermont.gov

SOV

Security Level: Email, Account Authentication (None)

DocuSigned by:
Christopher Cyr
4AE5F001E73F49A...

Sent: 5/12/2025 2:15:42 PM

Viewed: 5/12/2025 2:15:55 PM

Signed: 5/12/2025 2:16:05 PM

Signature Adoption: Pre-selected Style

Using IP Address: 170.222.128.10

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Michelle Redmond

Michelle.Redmond@vermont.gov

District Project Manager

SOV

Security Level: Email, Account Authentication (None)

DocuSigned by:
Michelle Redmond
1BE84AB428C5439...

Sent: 5/12/2025 2:16:07 PM

Viewed: 5/12/2025 3:10:18 PM

Signed: 5/12/2025 3:10:27 PM

Signature Adoption: Pre-selected Style

Using IP Address: 170.222.128.10

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

5/12/2025 2:15:42 PM

Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	5/12/2025 3:10:18 PM
Signing Complete	Security Checked	5/12/2025 3:10:27 PM
Completed	Security Checked	5/12/2025 3:10:27 PM
Payment Events	Status	Timestamps



TOWN OF WAITSFIELD

MEMORANDUM

To: Owners of Unlicensed Dogs

From: Waitsfield Town Clerk

Date: May 20, 2025

Re: 2025 Dog Licenses

The Selectboard has voted to levy a penalty of \$25.00 on all owners of dogs not re-licensed for the current year in accordance with the Town Dog Ordinance. License renewals were due April 1st.

Owners of previously-licensed dogs licensed were sent a letter in early 2025 with instructions on how to register by mail or in person. The letter also mentioned Vermont license requirements and the April 1st deadline. Follow-up postcards were mailed in April to dog owners who missed the statutory deadline. You are on the Town's list of owners who did not renew a license and have not contacted the Town Clerk's Office that you no longer have a dog.

The Selectboard's penalty of \$25 must be paid in order to obtain a license, and licenses are required per State law. Licenses may be purchased at the Town Clerk's Office between the hours of 8:00 a.m. and 4:30 p.m., Monday through Thursday, and 8:00 a.m. and 1:00 on Friday. After April 1st, license fees are \$13 for neutered/spayed dogs and \$19 for unneutered/unspayed dogs **in addition to the \$25 penalty**, per State law. You must also provide a valid rabies vaccination certificate to obtain a license.

The Selectboard may consider further action including a fine of up to \$500 in accordance with Vermont statute (Title 20 V.S.A. § 3550) and will revisit the list of unlicensed dogs in June to consider such penalties. Rabies is a serious public health matter, and the Selectboard takes its responsibilities in enforcing state licensing laws very seriously.

If there is reason your dog should not be registered in Waitsfield, please call the Town Office at 802-496-2218. Your call will be appreciated and will avoid further unnecessary contact from us.

cc: Animal Control Officer

1 **TOWN OF WAITSFIELD, VERMONT**

2 **Selectboard Meeting Minutes**

3 **Friday, April 25, 2025**

4 **Draft**

5

6 **Members Present:** David Babbott-Klein, Fred Messer, Brian Shupe, Larissa Ursprung

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

8 **Others Present:** John Crown (MRVTV), Mike Hill, Beriah Smith

9

10 **I. Call to Order:** The meeting was called to order at 4:00 pm by Larissa Ursprung. The meeting

11 was held in person at the Waitsfield Town Office and remotely via Zoom.

12

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

14 The order of the agenda items was adjusted, and some additional Wait House matters were

15 added to that agenda item.

16

17 **2. Public Forum.**

18 Mike Hill, on behalf of Edward and Charlene Spaulding, asked that the Board consider delaying

19 the release of the agreement with those parties, due to a related agreement still being in

20 discussion.

21

22 **3. Executive Session**

23 **MOTION:** *A motion to find that premature general knowledge of confidential attorney- client*

24 *communications made for the purpose of providing professional legal services to the public body*

25 *would clearly place the public body or a person involved at a substantial disadvantage passed*

26 *unanimously.*

27 **MOTION:** *A motion to enter Executive Session pursuant 1 V.S.A. § 313 (a) (1) (f) [Confidential*

28 *Attorney-Client Communication], inviting Mr. Smith, Mr. Haverkamp, and Mr. Weir to join*

29 *passed unanimously.*

30 The meeting entered Executive Session at 4:07 pm and returned to open session at 4:52 pm.

31

32 **MOTION:** *A motion to accept the offer of Settlement by Edward and Charlene Spaulding, and to*

33 *authorize the Town Administrator to sign the Agreement on behalf of the Town passed*

34 *unanimously.*

35

36 **MOTION:** *A motion to accept the offer of Settlement from Courtney Spaulding, and to authorize*

37 *the Town Administrator to sign the Agreement on behalf of the Town passed unanimously.*

38

39

40 Mr. Shupe left the meeting at this point.

41

42 **4. Conservation Commission**

43 Mr. Haverkamp provided an update on the contract for the coming summer's goat herding for

44 knotweed removal, explaining that the portion of an associated grant award which was

originally to be used for gravel remediation of knotweed has been approved by the grantor to instead be spent on the goat herding work this year, in an amount not to exceed \$10K.

MOTION: *Mr. Babbott-Klein moved to authorize the use of grant funds by the Conservation Commission for goat herding expenses as outlined. The motion was seconded by Mr. Messer, and passed unanimously.*

5. Liquor and Tobacco Licenses.

The following licenses were up for renewal:

- Toast and Eggs – 1st Class Liquor and Outdoor Consumption
- American Flatbread – 1st Class Liquor, 3rd Class Liquor, and Outdoor Consumption
- Shaw's – 2nd Class Liquor, Tobacco, and Tobacco Substitutes
- Emily's – 1st Class Liquor, 3rd Class Liquor, and Outdoor Consumption
- Lawson's – 1st Class Liquor, 2nd Class Liquor, 3rd Class Liquor, and Outdoor Consumption
- Kitchenette – 2nd Class Liquor
- Mehuron's – 2nd Class Liquor
- Mad Taco – 1st Class Liquor, 3rd Class Liquor, and Outdoor Consumption
- Irasville Country Store – 2nd Class Liquor, Tobacco, and Tobacco Substitutes
- Simon's – 2nd Class Liquor, Tobacco, and Tobacco Substitutes
- VonTrapp Farmstead – 2nd Class Liquor
- Champlain Farms – 2nd Class Liquor, Tobacco, and Tobacco Substitutes

No concerns had been brought to the attention of the Board regarding any of these establishments. Mr. Haverkamp will confirm that Nelly's at Night is covered by the Toast and Eggs Licenses.

MOTION: *A motion to authorize the Town Clerk to approve the license renewals listed above passed unanimously.*

6. General Wait House.

Petty Cash – It was discussed that a protocol needs to be established for use by the Wait House Commission (WHC) members when charging items at local stores; previously the Board approved the expenditure of up to \$1000 annually through these charges. An account has been set up at Bisbee's and is being used; it was explained that Steve Lewis needs guidance on how the accounting for use of the fund should be structured. It was agreed that donated funds should not be used for this purpose, and that further review of the mechanics of this and other Wait House appropriations will take place when more details are understood. Mr. Haverkamp will research the wording of the previous Board approval of this spending allowance.

Bank Account with Credit Card Payment Access – Mr. Haverkamp explained that the WHC would like to provide the ability for members of the public to make donations to or pay for events held by the Commission through online credit card payments. He and Mr. Lewis have drafted a related policy, but it still needs to be clarified whether the incoming funds will go to a separate account, and if so, what expenses would be paid through that account.

MOTION: *Mr. Babbott-Klein moved to approve the establishment of a donation link on the Town's web site and to establish a related account, with further details regarding the account to be determined. The motion was seconded by Mr. Messer, and passed unanimously.*

Otis Elevator Service Agreement – This company had provided a quote for completing a preliminary assessment of the elevator at the Wait House, in order to determine if it is or can be made operable.

MOTON: *Mr. Messer moved to authorize the expenditure of \$2575.64 from the General Wait House Reserve Fund to Otis Elevator for assessment of the Wait House elevator. The motion was seconded by Mr. Babbott-Klein and passed unanimously.*

Rental Space Draft Agreement – A draft agreement was available for review; it was explained that it was based upon the rental agreement for Town Office space, and therefore included no charge for use of the building by non-profit organizations. It was discussed that the application form will be available on the Town's web site.

MOTION: *Mr. Babbott-Klein moved to approve the Wait House Rental Application, with the rentals to be administered by the WHC. The motion was seconded by Mr. Messer, and passed unanimously.*

Paint Quote – Mr. Haverkamp provided an updated quote from Village Restoration, which indicated an increase over the original due to some new protocols which must be followed related to lead paint removal. He also noted that a \$5000 deposit was requested.

MOTION: *Mr. Messer moved to accept the quote from Village Restoration for exterior painting of the Wait House in the amount of \$25,800, and to approve the payment of a \$5000 dollar deposit from that amount, with the balance to be paid in two equal installments. The motion was seconded by Mr. Babbott-Klein, and passed unanimously.*

Repair Work by Richard Backus – Mr. Backus had reported that some clapboard and rotten wood replacement needs had been discovered while he was completing some carpentry at the Wait House, and estimated that \$500 would cover the additional expense.

MOTON: *Mr. Messer moved to authorize the expenditure of \$500 from the General Wait House Reserve Fund for completion of repairs to exterior wood features. The motion was seconded by Mr. Babbott-Klein and passed unanimously.*

Accessible Parking Space – Mr. Haverkamp explained that grinding of a tree stump was necessary in order to complete the recently approved development of an ADA parking space, walkway, and ramp at the Wait House. The cost for this work is \$400.

MOTON: *Mr. Messer moved to authorize the expenditure of \$400 from the General Wait House Reserve Fund to Whitney Tree Services for stump grinding related to ADA parking. The motion was seconded by Mr. Babbott-Klein and passed unanimously.*

7. Rectangular Rapid Flashing Beacon (RRFB).

Mr. Haverkamp outlined the three bids received for purchase of a RRFB near the Elementary School crossing of Route 100. He also explained that an extension for completion of the work

until January 2026 had been approved by the grant program through which \$19,040 had been awarded for the RRFB installation. The funders have also approved purchasing and installing a second RRFB using these funds; Mr. Haverkamp explained that VTrans would need to approve a second location if it is decided to pursue this option.

MOTION: *Mr. Babbott-Klein moved to accept the proposal from Epic Star LED, LLC at their April sale promotional price; if the sale price quoted is no longer valid, then to accept the bid from Ellumin. The motion was seconded by Mr. Messer, and passed unanimously.*

Mr. Haverkamp was directed to look into contractors who would be able to install the RRFB.

8. Ethics and Policy.

Mr. Haverkamp provided drafts of an Ethics Complaint Form and a Whistleblower Protection Policy, both of which need to be posted publicly.

MOTION: *Mr. Messer moved to approve the Municipal Ethics Complaint Form as drafted. The motion was seconded by Mr. Babbott-Klein and passed unanimously.*

MOTION: *Mr. Messer moved to approve the Whistleblower Protections Policy as drafted. The motion was seconded by Mr. Babbott-Klein and passed unanimously.*

9. Covered Bridge.

A response to correspondence had not yet been received from Mr. Jenness, and this item was postponed.

10. Selectboard Calendar.

The proposed calendar was discussed, and adjusted to include every Monday in January 2026 and March 2, 2026 as regular Board meetings.

MOTION: *Mr. Babbott-Klein moved to approve the Selectboard Meeting Schedule as amended. The motion was seconded by Mr. Messer, and passed unanimously.*

11. TextMyGov.

Mr. Haverkamp outlined some of the functionality provided by the TextMyGov application, noting the cost, pointing to the Waterbury town site for an example, and indicating that a demonstration can be provided for interested Board members. It was agreed that more information is needed before contemplating purchasing the application for Waitsfield's use.

12. Consent Agenda.

APPROVAL: *There were no objections to accepting the Consent Agenda.*

- Approve Warrants and Bills Payable
- Approve minutes of March 31, 2025

13. Selectboard Roundtable.

Mr. Messer reported that State Emergency Relief and Assistance coverage rates for the Town have increased to 17.5%, the highest rate possible, due to recent adoption of the LHMP and LEMP.

167 Ms. Ursprung took a moment to recognize the recent loss experienced by Mr. Curtis and his
168 family.

169 Ms. Ursprung reported that she recently attended a round table presentation covering the
170 MRGP, and there were funding opportunities presented which she will look into and provide
171 further information at an upcoming meeting.

172 Mr. Babbott-Klein provided an update on topics covered at the most recent MRVPD meeting,

173 **14. Town Administrator Report.**

174 Mr. Haverkamp highlighted some of the items included in his written report:

- 175 • The road crew has cleaned up Bridge Street and sidewalks.
- 176 • Quayl Rewinski has reached out regarding collaborations to decorate Route 100 as part
177 of 'Celebrate the Season.'
- 178 • Some staff computers need to be replaced, Mr. Haverkamp is putting together a
179 purchase plan for this.
- 180 • He is continuing to discuss Town Garage needs/plans with Charlie Goodman and Josh
181 Rodgers.
- 182 • A Meadow Road bridge update was included in the written report.

183 **V. Other Business**

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

185 **VI. Adjourn**

186 The meeting adjourned at 6:44 pm.

187 Respectfully submitted,
188 Carol Chamberlin, Recording Secretary

TOWN OF WAITSFIELD, VERMONT

Selectboard Meeting Minutes

Monday, May 5, 2025

Draft

Members Present: David Babbott-Klein, Fred Messer, Brian Shupe, Larissa Ursprung

Staff Present: York Haverkamp, Town Administrator

Others Present: John Crown (MRVTV), AnnMarie Harmon (Wait House Commission), Emma Slater, xxx, xxx

I. Call to Order: The meeting was called to order at 6:30 pm by Brian Shupe. The meeting was held in person at the Waitsfield Town Office and remotely via Zoom.

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

A liquor license review, Wait House Commission appointment, Selectboard Roundtable, and Town Administrator report were added to the agenda.

2. Public Forum.

Nobody requested time to comment.

II. Regular Business

3. Round Up Permits

Emma Slater and xxxx, owners/operators of Twisted Halo, outlined their plans to hold Round Up gatherings throughout the summer, beginning May 21. They were present to apply for the related Liquor License and Festival Permit. Ms. Slater explained that the events, to be held on Wednesdays from 5 pm to 9 pm, potentially every week, will be structured similar to past Round Ups, but with a smaller area of the parking lot used for attendees, and no food trucks are planned. She confirmed that both she and Mr. xxx have participated in alcohol server training in the past, and that they will renew their certification. She also confirmed that their alcohol service will be separate from Scrag and Roe's, and that there will be protocols in place to ensure that each establishment's drinks remain in their designated space. It was noted that Steward MRV has had portable toilets placed in the parking area.

MOTION: *Mr. Messer moved to approve both the Liquor License and Festival Permit for Twisted Halo's weekly Round Up events. The motion was seconded by Mr. Babbott-Klein, and passed unanimously.*

4. General Wait House (GWH).

Roof Bids – Three bids had been received for replacement of the Wait House roof; the GWH Commission had reviewed the bids and provided a recommendation to the Board.

Xxxx, representing Vermont Construction, explained that her company had provided a standing seam bid only because in their experience screw-down metal roofing tends to leak. She also outlined the work covered in the Vermont Construction bid and reviewed the company's warranty information.

Ms. Harmon provided a summary of the bid information received, explaining that the dairy barn and connector area will not be addressed at this point, as it is unknown what other work will be taking place on those sections of the building(s).

Ms. Harmon reported that the GWH Commission is recommending that the bid from East Coast Metal be accepted, as the product they will use will look more like the original cedar shake, the material has a longer life span, and that the material to be used is aluminum will mean that less weight needs to be supported by the building structure. In response to questions, Ms. Harmon confirmed that a dark brown color is being suggested, that the warranty coverage is for 50 years on workmanship and 100 years on material, and that members of the Commission have seen photos of this type of application, but have not had an opportunity to visit a building where the material has been installed. The bid from East Coast Metal is for \$64,900, or \$75,000 if it is determined that plywood replacement is necessary.

Mr. Haverkamp pointed out that the RFP specified black standing seam roofing; Ms. XXX indicated that Vermont Construction does not have a product similar to the one being bid by East Coast.

MOTION: *Mr. Messer moved to accept the bid from East Coast Metals as outlined. The motion was seconded by Ms. Ursprung, and passed unanimously.*

Projector – Misha Golfman had provided cost information for the installation of a projector at the GWH, the cost and use to be shared by the tenants, and including a request that the Town contribute to the cost. After some discussion, it was agreed to table consideration of this request until the following Board meeting, as Board members asked for some further information regarding the appearance of the projector installation. It was noted that the upcoming agenda should also include a discussion of the lease amount being charged for the unheated storage space at the site.

Commissioner appointment – AnnMarie presented a letter from Richard Backus indicating his interest in being appointed to the GWH Commission. Mr. Messer spoke of his support for Mr. Backus' membership.

MOTION: *Mr. Messer moved to appoint Richard Backus to the GWH Commission. The motion was seconded by Mr. Babbott-Klein, and passed unanimously.*

Ms. Harmon announced that on June 29 a new 'Entering Waitsfield' sign will be installed, followed by other activities including an historic house tour. She indicated that it has been proposed that a resolution establishing June 29 as Waitsfield Settlement Day be requested of the Selectboard.

5. DLL (Liquor and Tobacco Licenses) Approval Process.

Based upon feedback from Selectboard members, Mr. Haverkamp had drafted an update to the Town's Liquor and Tobacco License Approval Process. He outlined that the proposed procedure includes an in-person appearance by the applicant at the time of initial application and again at the first renewal of the license(s) held. The policy then outlines when it becomes necessary for an applicant to appear before the Board on future renewal requests. The situations outlined

were edited to allow for requesting an appearance due to any community complaint as well as the safety concerns already included in the draft.

MOTION: *Mr. Babbott-Klein moved to approve the Liquor and Tobacco License Approval Process Policy as edited during the meeting. The motion was seconded by Mr. Messer, and passed unanimously.*

6. Eddy Covered Bridge Update.

Update from Miles Jeness of Vermont Timber – Mr. Haverkamp noted that Mr. Jeness has not responded to emails. It was discussed that the accident repair work is complete, but that the other work outlined by Mr. Jeness is not yet complete. Mr. Haverkamp will continue to reach out to Mr. Jeness.

Covered Bridge Week banner – Mr. Haverkamp provided information regarding membership in the Vermont Covered Bridge Society and the potential to hang a banner on the Great Eddy Bridge during Covered Bridge Week in August.

Board members agreed that Mr. Haverkamp should follow through with the Town's becoming a member of the Covered Bridge Society.

No Board member expressed a preference for having a banner displayed on the bridge, and the distraction, cost and logistics of hanging and removal were noted as deterrents.

7. Cemetery Metal Detection Request.

The Cemetery Commission had requested that the Selectboard consider whether an ordinance is needed to enforce the prohibition of unauthorized metal detecting in the cemeteries. While Board members indicated that further information might be helpful, they noted that there are many logistics involved in the enforcement of ordinances and issuing of related citations, and that appropriate signage is likely the best solution for this problem.

8. Road Crew Sand Bid.

Only one bid had been received in response to the RFP for sand delivery which had been published.

MOTION: *Mr. Babbott-Klein moved to accept the bid from Nick Pizzale in the amount of \$42,900 for delivery of 3000 yards of winter sand mix. The motion was seconded by Mr. Messer, and passed unanimously.*

9. VTrans Better Roads Program.

Mr. Haverkamp indicated that a Road Erosion Inventory, related to the Town's MRGP approval, is due to be completed, and that a related Letter of Intent should be submitted in order to request a grant award from VTrans for related costs.

MOTION: *Mr. Babbott-Klein made a motion to approve submitting the Road Erosion Inventory Letter of Intent, and to authorize the Town Administrator to sign the document. The motion was seconded by Ms. Ursprung, and passed unanimously.*

10. Tree Board Items.

Trees along East Warren Road

Mr. Haverkamp explained that Charlie Hosford has recommended the removal of problematic trees along East Warren Road in advance of the paving work to be completed. Mr. Hosford had reviewed the trees/roadway with Adam Whitney, who provided a quote for completion of the tree removal.

MOTION: *Mr. Babbott-Klein moved to accept the bid from Whitney Tree Services in the amount of \$3650 for removal of trees along the East Warren Road, with traffic control to be provide by the Town's Road Crew, and the funds to come from the Paving Reserve account. The motion was seconded by Ms. Ursprung, and passed unanimously.*

Ash Trees

It was noted that the ash trees along roadways which are in the Town's ROW have been inventoried, and it is estimated that there are approximately 2000 trees which will be included in plans to be developed to address damage anticipated to be caused by the emerald ash borer. Mr. Haverkamp will look into funding sources which might supplement the amount which has been placed in the Invasive Species Reserve and will reach out to the Conservation Commission regarding coordination with developing a plan to address the treatment/removal of ash trees in Town. Mr. Messer noted that there may be healthy trees the value of which might reduce the cost of the program developed, and also pointed out a public awareness/outreach effort is necessary.

11. Work Plan Review.

Ms. Ursprung explained that she is looking into several project management software platforms with Mr. Haverkamp, and that once an option is selected, the information from the current spreadsheet will be integrated into the new program.

12. Public Festival Permits.

Farmers' Market – No changes from previous years were indicated on the application. There was a discussion of parking concerns which had been expressed, and it was noted that traffic control is in place on busier weekends.

MOTION: *Mr. Babbott-Klein moved to approve the Farmers' Market Festival Permit. The motion was seconded by Mr. Messer, and passed unanimously.*

13. Town Administrator – June Absence.

Mr. Haverkamp outlined his schedule for June, as he will be working part-time and remotely for a portion of the month. No concerns were raised.

14. Consent Agenda.

APPROVAL: *There were no objections to accepting the Consent Agenda.*

- Approve renewal of 1st Class, 3rd Class, and Outdoor Consumption for Inn at the Round Barn
- Approve Warrants and Bills Payable

15. Selectboard Roundtable.

175 Ms. Ursprung noted that the Big Picture has reopened as of May 1.

176 It was confirmed that the first payment related to the recent settlement agreement had been
177 received.

178 Mr. Messer reported that the creation of a sign is progressing for the oak slab located at the
179 entryway of the building.

180 **16. Town Administrator Update.**

181 Mr. Haverkamp highlighted some items from his written report, and noted the following:

- 182 • East Warren Road paving work will likely begin in mid-May; there should be no
183 interference with the Marathon.
- 184 • He, Joshua Schwartz, and JB Weir are available to meet with Selectboard members to
185 provide information related to funding of the wastewater project; there is much to
186 understand and consider, particularly as funding opportunities open and must be
187 applied for quickly.
- 188 • Research into TextMyGov indicates that it is useful, flexible, and that Waterbury is
189 pleased with the platform.

190 **III. Other Business**

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

192 **IV. Executive Session**

193 **MOTION:** *A motion to enter Executive Session pursuant 1 V.S.A. § 313 (a) (3) [Personnel],*
194 *inviting Mr. Haverkamp to join passed unanimously.*

195 The meeting entered Executive Session at 8:40 pm and returned to open session at 8:50 pm.

196

197 **MOTION:** *Mr. Messer moved to approve staff salary increases as discussed, and to offer the*
198 *fourth Road Crew position to Chad Guyette. The motion was seconded by Mr. Babbott-Klein,*
199 *and passed unanimously.*

200 **V. Adjourn**

201 The meeting adjourned at 8:52 pm.

202 Respectfully submitted,

203 Carol Chamberlin, Recording Secretary



NOTICE OF AWARD

PLEASE READ ALL INFORMATION CAREFULLY!

May 09, 2025

Town of Waitsfield
4144 Main Street
Waitsfield, VT 05673

Dear York Keith Haverkamp:

Congratulations on your FY2025 Better Roads Category A Grant award! You have been awarded \$4,464.00 for Town Wide road erosion inventory. You may begin work before you have received an executed Grant Agreement with VTrans as long as your town understands the risks. Should you choose to begin work before the grant agreement is executed by all parties, understand that we cannot reimburse for any of these costs before July 1, 2024. Please note that our Contract Admin team will be reaching out with grant agreements for execution.

The items below must be received with the final report in order to release grant award:

- Municipal Invoicing Spreadsheet with attached receipts/invoices
- An inventory of hydrologically connected road segments in compliance with Municipal Roads General Permit (MRGP) protocol

Upon receipt, review, and approval of all items listed above, your town will be reimbursed for 80% of your project costs, up to your total grant amount. The deadline for completion of your FY2025 Better Roads grant project and submission of the final report paperwork is **October 31, 2027**.

For reimbursement information and forms please see program website at:
<http://vtrans.vermont.gov/highway/better-roads>

If you have any questions or concerns, please contact Better Roads staff at Betterroads@vermont.gov.

Best regards,

Ross Gouin
VTrans Municipal Assistance
(802) 595-2381
Ross.Gouin@vermont.gov



TOWN OF WAITSFIELD

WAITSFIELD SELECTBOARD LIQUOR & TOBACCO LICENSE REVIEW POLICY

Purpose

The purpose of this policy is to ensure the responsible review and issuance of liquor and tobacco licenses in the Town of Waitsfield, while supporting efficient operations for businesses that demonstrate compliance and good standing. The Selectboard values both public oversight and administrative efficiency and seeks to balance community safety, fairness, and predictability in the license review process. This policy clarifies when an appearance before the Selectboard is required and when routine applications may be administratively approved.

I. Initial Applications

All liquor and tobacco license applications — including First Class, Second Class, and Third Class Liquor Licenses; Outside Consumption Permits; and Tobacco or Tobacco Substitute Endorsement Permits — require:

- Mandatory Selectboard appearance at a warned public meeting
 - Unless the applicant has previously appeared before the Selectboard for the same or a similar license, there are no violations or changes in operation, and the application is consistent with prior approvals. In such cases, the appearance requirement may be waived at the discretion of the Town Administrator and Selectboard Chair.
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II. Applications the Town Clerk and Assistant Clerk Can Approve

- \$15 fee to be paid to the Town
 - Special venue applications
 - Applications that meet the criteria for waived Selectboard appearance, as outlined in Section I
-

III. First Renewal

- Mandatory Selectboard appearance at a warned public meeting
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IV. Annual Renewals after two required Selectboard appearances

Compliant license holders may renew without Selectboard appearance if:

- No violations have been reported to DLL in the previous 12 months, after the first two years of licensing
 - All applicable license fees are paid in full
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TOWN OF WAITSFIELD

- Licenses expire one year from the last approval date — renewals must be submitted via the DLL portal at least 45 days before expiration. Late submissions or lapsed licenses will require Selectboard review.
 - Renewals that are consistent with previously approved licenses and show no operational changes or violations may continue without Selectboard appearance.
-

V. Violation Protocol

Mandatory Selectboard review is required if:

- A documented violation exists in DLL records (e.g., sale to minors, hours of operation violations)
 - A pending complaint is under investigation by DLL or local authorities
 - A license modification is requested (e.g., expansion of outdoor consumption area)
 - Applications that meet the criteria for waived Selectboard appearance, as outlined in Section I
-

VI. Special Circumstances

The Selectboard may, by majority vote, require an appearance if:

- Public safety concerns arise
- Complaints are received from neighbors, residents, or other community members