

TOWN OF WAITSFIELD
SELECTBOARD MEETING AGENDA
Monday, June 9, 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. Consider a 6:00 pm start time for the June 23rd meeting for hear from the public for the Overlay District

B. Public Forum

- Open for public comment
-

III. Business Items

A. End of Fiscal Year Forecast – Including Road Department with Steve Lewis

- Review current financials and projections through fiscal year-end

B. Financial Loss Report

- Status update: what has been discovered, who is investigating, and next steps
- Involvement of CISA and Vermont Intelligence

C. Aron Shea Presentation

D. Town Road Crew Updates

1. Excavator Rental

- Request for Selectboard authorization for Town Administrator to approve invoice if quote remains unchanged

2. Loader review and consider approving purchase
 - Update on loader procurement for the Town Garage

E. Flood Recovery Update

- Status check on current work and priorities
- Guidance on responding to resident concerns and flood-related property damage

F. General Wait House

- Connector Space Use Discussion and Potential Action

G. Work Plan Review

- Review projects and priorities

H. Selectboard Roundtable

I. Town Administrator's Updates

J. Other Business

IV. Consent Agenda

A. Items for Approval

1. Minutes of May 19, 2025
2. Bills Payable and Treasurer's Warrants
3. Aegis Solar – Annual Contract
4. Sheriff's Department Contract
5. Liquor License
Big Picture

V. Adjourn

***PLEASE NOTE: Public Access to this meeting will be hybrid, remote via Zoom or in person at the Waitsfield Town Office. For remote access, please use the following link:**

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

Meeting ID: 820 5611 7089

By phone: 1 (929) 205-6099

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



TOWN OF WAITSFIELD MEMORANDUM

TO: Waitsfield Selectboard

FROM: Sandra Gallup & Steve Lewis, Assistant Town Treasurer

DATE: May 16, 2025

SUBJECT: FY25 Budget Status Report Summary Report and Year-End Projection

I am enclosing a May 21, 2025 Budget Status Summary Report for the General Fund and the Capital Fund 2. Together, these two funds make up the Town Budget that was approved in March of 2024. 99% of budgeted revenue has been received and 75% of expenditures have been paid. We will be funding the reserves in early June which will bring the year's percentage of expenditures to 96%. Please note that as of May 22nd we are 90% through the fiscal year.

Year-End Projection: Based on financial information as of mid-May, our Revenue will Exceed Expenditures by \$55,000. This projection is based on revenue exceeding the budget by \$152,000, anticipated expenditures being on target with our budget, and the selectboard use of \$95,500 in unassigned fund balance for a road department truck. This brings us to the +\$55,000 for the fiscal year (+\$152,000. revenue, -\$1,500 expenditures -\$95,500 truck purchase). See details below:

Our **projected revenue** is \$152,000 higher than budgeted. This overage is the result of the following:

Revenue exceeding budget:		Revenue less than budget:	
Interest Income	+ 42,500	Town Clerk Fees	-10,000
Road Dept Grant (FY23)	+ 16,500		
Covered Bridge Insurance	+ 70,500		
State Current Use Reimb	+ 25,000		

Our **projected expenditures** are \$1,500 higher than budgeted. Although there are multiple variances with in our budgeted expenditures, we are projecting that overall expenditures are very close (just \$1,500 overbudget)) when compared to the budget. The covered bridge damage (offset by insurance proceeds), staffing levels and grant activity have affected this year's disbursements. This overage is the result of the following:

Expenditures exceeding budget:		Expenditures less than budgeted:	
Planning Grant (Irasville)	+41,000	Office Assistant	-62,000
(to be reimbursed in Fall 2025)		Town Admin Staff	-43,500
Covered Bridge Repairs	+70,500	Road Dept Staff	-13,500
July 2024 Flood Road Repairs	+63,500	Employee Benefits	-22,000
		Town Garage Repairs	-15,000
		MRGP Project Exp	-10,000

Unbudgeted Capital Purchase: Use of unassigned fund balance - \$95,500 for a road department truck.

Please note that this projection is our best estimates of our year-end financial position. Events that occur after the date of this report may have an impact of our fiscal year finances.

Let us know if you have questions or would like more information.

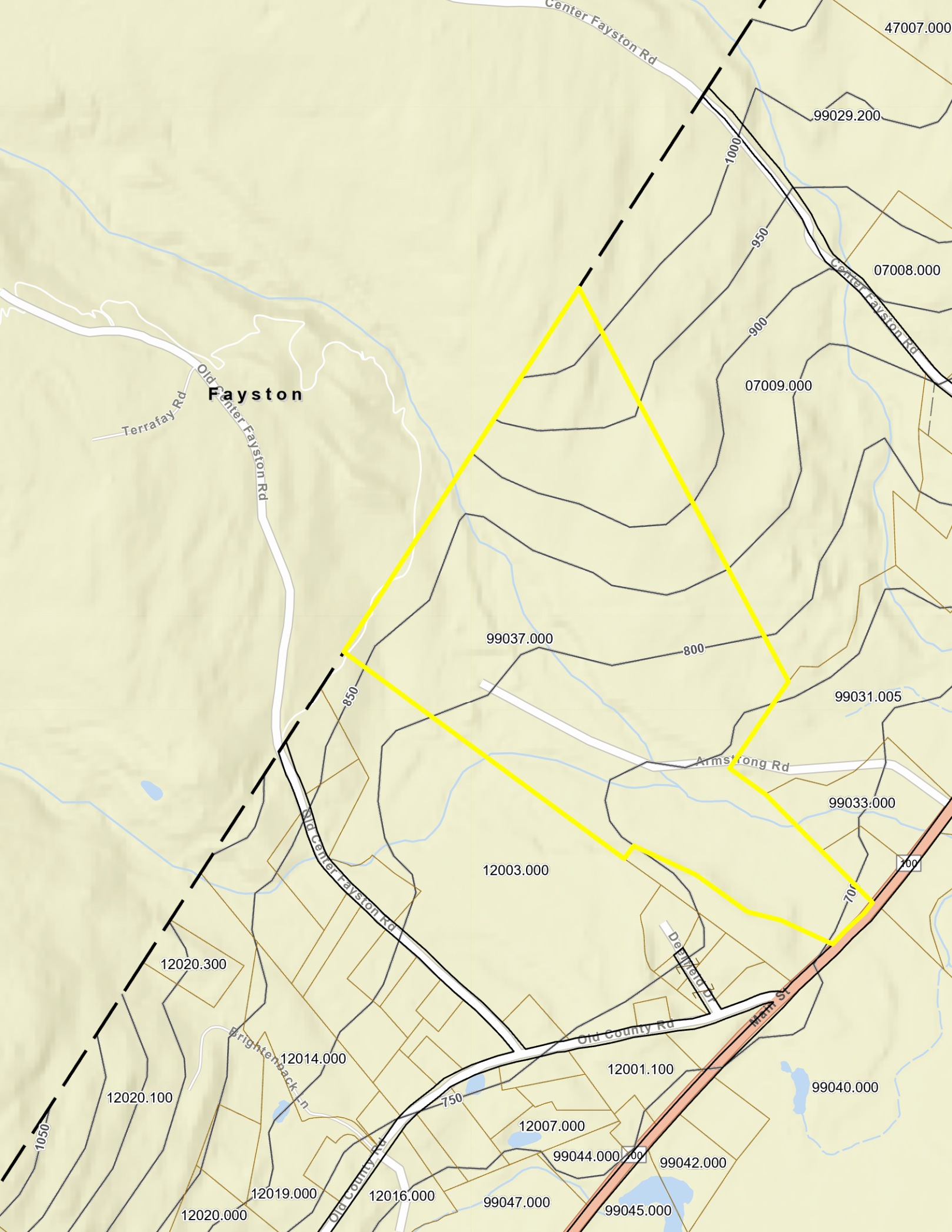
Town of Waitsfield- Budget Status Summary Report FY25						PROJECTD		
May 21,2025 (90% of the year)						% of Budget		Education Taxes Received
General Fund Revenue	Actual 2024	Budget 2025	Actual - thru 05/21/2025					
			FY2025	PROJECTED				
Taxes	\$ 2,222,984.82	\$ 2,319,738.00	\$ 2,206,190.78	\$ 2,319,738.00	100%	\$ -		\$ 4,155,680.25
Town Clerk Fees	\$ 34,882.07	\$ 30,000.00	\$ 17,797.60	\$ 20,000.00	67%	\$ (10,000.00)		
Interest Income	\$ 55,274.92	\$ 17,500.00	\$ 19,857.16	\$ 60,000.00	343%	\$ 42,500.00		
Beverage Sale Permits	\$ 1,695.00	\$ 4,000.00	\$ 1,785.00	\$ 4,000.00	100%	\$ -		
Zoning Income	\$ 17,119.42	\$ 11,000.00	\$ 7,590.90	\$ 9,000.00	82%	\$ (2,000.00)		
Act 60 Support	\$ 10,839.50	\$ 10,500.00	\$ 10,953.50	\$ 10,953.00	104%	\$ 453.00		
Penalty Budget Year	\$ 9,535.77	\$ 15,000.00	\$ 8,536.87	\$ 9,000.00	60%	\$ (6,000.00)		
Conservation Income	\$ -	\$ -	\$ 300.00	\$ 300.00		\$ 300.00		
State Aid to Highways	\$ 76,331.97	\$ 74,000.00	\$ 78,623.92	\$ 78,624.00	106%	\$ 4,624.00		
Road Dept Grant Revenue	\$ -	\$ -	\$ 16,500.00	\$ 16,500.00		\$ 16,500.00		
Road Dept Other Income	\$ 2,185.00	\$ 1,000.00	\$ 760.00	\$ 1,000.00	100%	\$ -		
Insurance Claim/Audit Income	\$ 587.00	\$ -	\$ 70,550.11	\$ 70,550.00		\$ 70,550.00		
Fire Dept - Fayston	\$ 55,912.72	\$ 76,659.00	\$ 89,723.04	\$ 89,723.00	117%	\$ 13,064.00		
FD Admin Services	\$ 5,290.00	\$ 5,670.00	\$ -	\$ 5,670.00	100%	\$ -		
Traffic Control Income	\$ 4,157.02	\$ 5,000.00	\$ 3,914.15	\$ 5,000.00	100%	\$ -		
Dog Impoundment Fee	\$ -	\$ 150.00	\$ 25.00	\$ 25.00	17%	\$ (125.00)		
PILOT Program	\$ 6,814.93	\$ 6,000.00	\$ 6,785.93	\$ 6,786.00	113%	\$ 786.00		
Current Use Reimbursement	\$ 126,963.50	\$ 110,000.00	\$ 135,362.00	\$ 135,362.00	123%	\$ 25,362.00		
Deliquent Tax Interest	\$ 17,694.16	\$ 18,000.00	\$ 15,735.31	\$ 17,000.00	94%	\$ (1,000.00)		\$ 2,692,221.28
Insurance Reimb Library/Wait H	\$ 5,710.42	\$ 5,894.00	\$ -	\$ 5,894.00	100%	\$ -		\$ 51,995.04
Water Operations Reimb	\$ 6,750.94	\$ 5,150.00	\$ -	\$ 5,150.00	100%	\$ -		
Planning Grant	\$ 10,000.00		\$ -			\$ -		
Misc. Income	\$ 3,240.85	\$ -	\$ 1,230.01	\$ 1,230.00		\$ 1,230.00		
Capital Fund 2 Revenue	\$ 35,173.76	\$ 64,084.00	\$ 51,995.04	\$ 60,000.00	94%	\$ (4,084.00)		
Total General Fund Revenue	\$ 2,709,143.77	\$ 2,779,345.00	\$ 2,744,216.32	\$ 2,931,505.00	105%	\$ 152,160.00		
General Fund Expenditures								
Town Meeting/Elections	\$ 2,554.67	\$ 6,500.00	\$ 3,367.26	\$ 3,367.00	52%	\$ 3,133.00		
Legal & Auditing	\$ 34,184.82	\$ 35,500.00	\$ 32,952.00	\$ 35,500.00	93%	\$ -		
Town Office Operations	\$ 74,727.84	\$ 102,489.00	\$ 77,337.04	\$ 102,489.00	75%	\$ -		
Town Clerk & Treasurer	\$ 131,890.57	\$ 191,116.00	\$ 114,221.56	\$ 128,866.00	60%	\$ 62,250.00		
Selectboard	\$ 66,181.00	\$ 96,825.00	\$ 47,390.18	\$ 64,390.00	49%	\$ 32,435.00		
Planning & Zoning	\$ 76,507.62	\$ 69,620.00	\$ 104,205.61	\$ 113,205.00	150%	\$ (43,585.00)		
Board of Listers	\$ 27,698.25	\$ 30,000.00	\$ 25,304.62	\$ 30,000.00	84%	\$ -		
Collector of Deliq. Taxes	\$ 9,837.61	\$ 15,000.00	\$ 9,727.67	\$ 10,000.00	65%	\$ 5,000.00		
Conservation Commission	\$ 5,000.00	\$ 5,000.00	\$ 5,312.50	\$ 5,312.00	106%	\$ (312.00)		
						\$ -		
Road Dept. Labor	\$ 235,773.97	\$ 276,590.00	\$ 242,898.65	\$ 263,000.00	88%	\$ 13,590.00		
Road Dept Equip Operations/Repairs	\$ 105,682.22	\$ 107,247.00	\$ 97,303.74	\$ 107,247.00	91%	\$ -		
Road Dept Hired Equip & Labor	\$ 10,135.00	\$ 12,300.00	\$ -	\$ 12,300.00	0%	\$ -		
Road Dept Materials	\$ 154,064.21	\$ 173,000.00	\$ 156,277.46	\$ 173,000.00	90%	\$ -		
Road Dept. Misc.	\$ 24,032.42	\$ 29,548.00	\$ 152,979.50	\$ 150,000.00	518%	\$ (120,452.00)		
Road Subtotal	\$ 529,687.82	\$ 598,685.00	\$ 649,459.35	\$ 705,547.00		\$ (106,862.00)		
Employee Benefits	\$ 199,828.82	\$ 233,501.00	\$ 185,747.02	\$ 211,501.00	80%	\$ 22,000.00		
Fire Department	\$ 172,738.04	\$ 191,648.00	\$ 172,287.42	\$ 191,648.00	90%	\$ -		
Public Safety	\$ 63,778.79	\$ 72,014.00	\$ 56,924.88	\$ 72,014.00	79%	\$ -		
Dues & Assessments	\$ 226,804.02	\$ 232,241.00	\$ 219,572.02	\$ 232,241.00	95%	\$ -		
Special Appropriations	\$ 21,820.00	\$ 28,220.00	\$ 28,220.00	\$ 28,220.00	100%	\$ -		
Transfer to Capital Fund 2		\$ -				\$ -		
Transfer to Other Funds		\$ -				\$ -		
Miscellaneous	\$ 40,185.71	\$ 27,500.00	\$ 19,076.12	\$ 27,500.00	69%	\$ -		
Contribution to Reserves	\$ 544,500.00	\$ 615,025.00	\$ 10,000.00	\$ 615,025.00	2%	\$ -		
Capital Fund 2 Expenditures	\$ 189,670.42	\$ 228,461.00	\$ 312,523.04	\$ 299,534.00	137%	\$ (71,073.00)		Education Taxes
Education Taxes Paid to School/State						\$ -		\$ 7,584,466.37
Total General Fund Expenditures	\$ 2,417,596.00	\$ 2,779,345.00	\$ 2,073,628.29	\$ 2,876,359.00	75%	\$ (97,014.00)		
Revenue Less Expenditures GF & Capital FD								
		\$ -	\$ 670,588.03	\$ 55,146.00		\$ 55,146.00		
Cash Balance - Checking 05/21/2025			\$ 1,173,587.00					
Cash Balance - CD 12/31/2024			\$ 1,300,000.00					

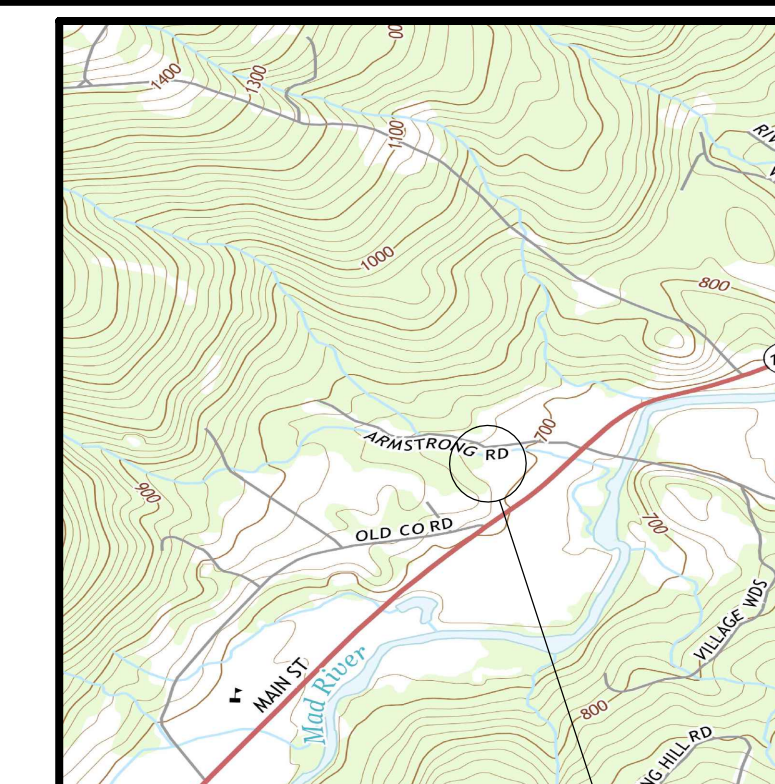
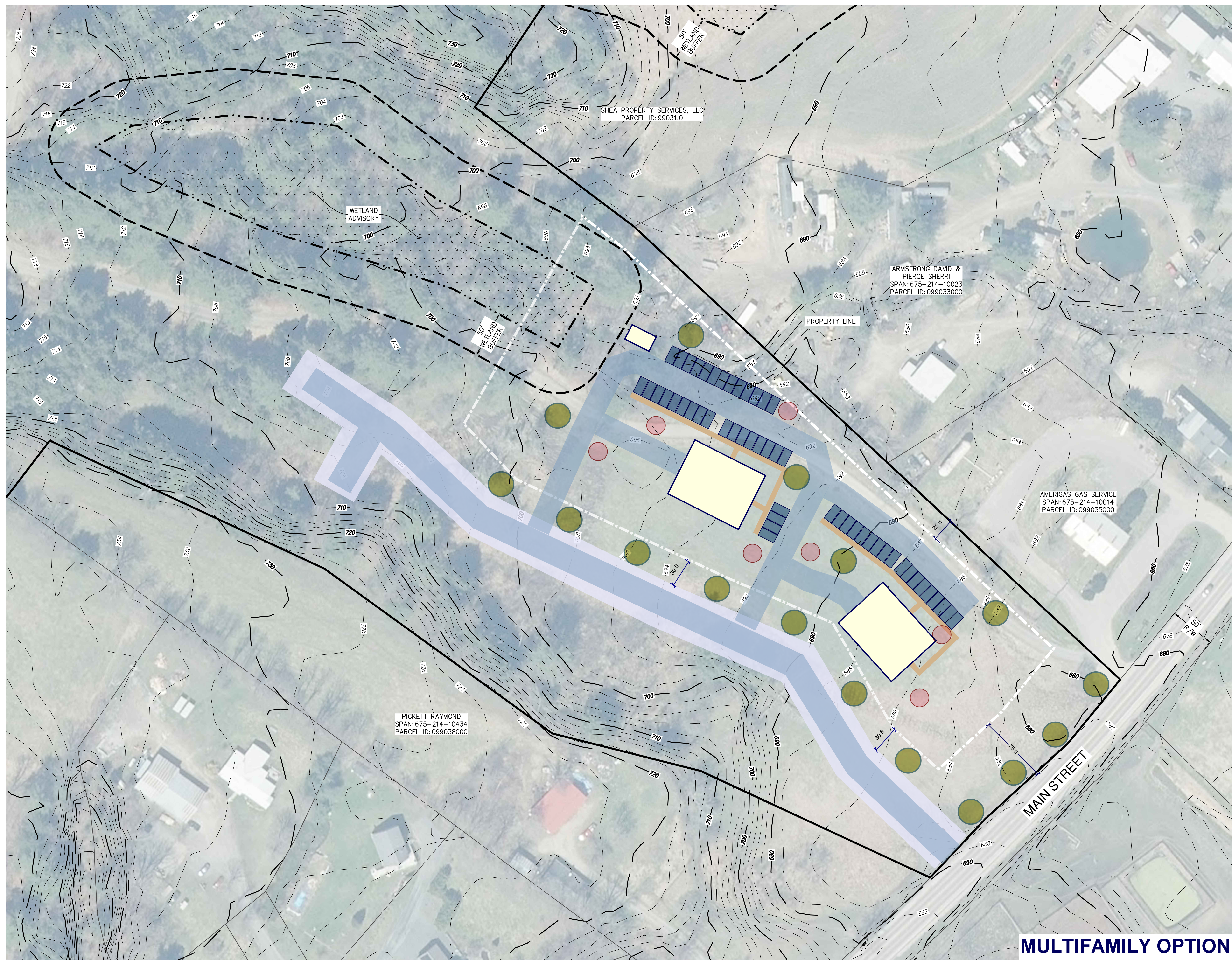


Workforce Housing Proposal

Overview of Concept

- Our proposal is for the town to provide a portion of land to our project team where we will put workforce housing. This will be defined by “Middle” Affordability which is 80-120% of the Area Mean Income which is \$110,000 for Waitsfield. With approximately 30% of gross income going to housing, that equates to a monthly spend of \$3,300 on housing at 120AMI. At 80AMI, the monthly spend would be \$2,200. Housing values for 80-120% of AMI would put sales values between \$300,356 and **\$450,535** (Source: Fannie Mae)
- Shea Property Services has completed a septic design on its land, which is adjacent to the proposed property, allowing for 26 single family homes. The proposed options are based on this septic capacity and the amount of units vary based on how many single-family units there are and how many apartments there are.
- We have put together three options to show the potential of the development. There is a potential to test pit and provide onsite septic (On the Town Land) once we get further into the project. This will directly affect the amount of units that can be put on this property.
- Beyond providing additional housing, tax income and workforce, this will also provide several new users for our under-utilized water service within the town.
- Our current plan is to install local septic but depending on timing this could be tied into the upcoming wastewater treatment project.
- All units sold would be deed-restricted to keep the units as workforce housing in perpetuity (99-year restriction)
- ACT 250 is a consideration for this project and a decision would have to be made about the project and this jurisdictional decision.
- We have been in communication with the Central Vermont Economic Development Corporation (CVEDC) regarding potential financial support. This would take approximately 2-3 years and could result in as much as \$3.5 Million in support. We plan to submit this project this fall if the Town is amenable to the idea. This will greatly help the affordability of the potential housing.





LEGEND

EXISTING

EXISTING CONTOURS

PROPERTY LINE

ADJOINING PROPERTY LINE

WETLAND

WETLAND BUFFER

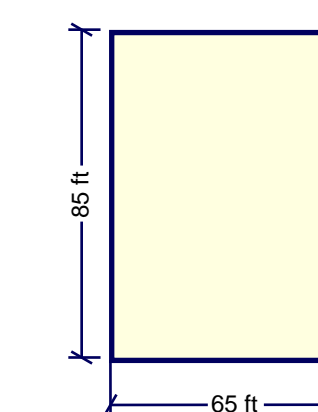
ZONING NOTES:

Zoning District:	Agricultural Residential
Min. Lot Size:	1 ac
Setbacks:	
Front:	75'
Side:	25'
Rear:	
Frontage (min.):	
Scenic Roads (Rt. 100):	200'
All other roads:	90'
Overall Parcel Size:	±74.2

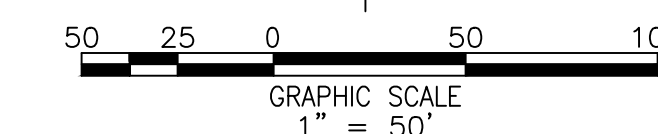
CONCEPT PLAN NOTES:

Total DU:	25 DU Multifamily
Proposed height / stories:	3 stories (up to 35')
Proposed Parking:	2 space per DU + 1 guest space

Proposed ROW:	50'
Proposed Front Setback:	
Route 100:	75'
New Road:	30'
Water:	Municipal
Sewer:	Onsite Community on Shea lands



MULTIFAMILY
12 units
4 units per floor / 3.5 floors
±5,525 sf per floor (65'x85')
±12 parking spaces under building



Bowman

Bowman
478 Blair Park Rd.
Williston, Vermont 05495
Phone: (802) 879-6331
www.bowman.com

MULTIFAMILY

TOWN OF WAITSFIELD WORK FORCE HOUSING PROJECT

WAITSFIELD, VT

21-092
PROJECT NUMBER

PLAN STATUS		
DATE	DESCRIPTION	
LET DESIGN	ANL DRAWN	LET CHKD
SCALE 1" = 50'		
DATE : 05/13/2025		

C1-01

RENTAL QUOTE

Mrs Budget



Corporate Office - Pittsburgh, PA
1000 WASHINGTON PIKE, BRIDGEVILLE, PA 15017 • 412-343-2300

PA		NY		NH		ME	
Clarion	814 226-4100	Albany	518 785-4500	Lancaster	603 788-5591	Bangor	207 942-0177
Clearfield	814 765-5311	Buffalo	716 877-1992	Manchester	603 627-7696	Gorham	207 591-5482
Somerset	814 443-2867	Endicott	607 748-3400				
WV		VT					
Charleston	304 756-2800	Rochester	585 334-6770				
Bridgeport	304 366-3075	Syracuse	315 463-8673				
Beckley	304 712-9120	Watertown	315 788-5512				

Cust No.	Quote No.	Quote Date	Branch	Caller	Caller Phone
77664	281465	06/02/25	EAST MONTPELIER, VT		802 496-2218

B TOWN OF WAITSFIELD
I 4144 MAIN ST
L WAITSFIELD, VT 05673-6094
L
T
O

S TOWN OF WAITSFIELD
H 4144 MAIN ST
I WAITSFIELD, VT
P 05673-6094
T COUNTY: WASHINGTON
O

Quoted by:	BRUCE BELLEGARDE	Salesperson Code:	680	Salesperson Name:	JAMES GINGUE
Line	Item Description			U/M	Unit Price

0001	KOMATSU UTILITY-PC88	4 WEEK	5,000.00
0002	PC88MR-11 MINIEXC 18"RBR 6'11"		
0003	AMI ATTACHMENTS-TILT BUCKET	4 WEEK	500.00
0004	48" .45YD HYD TILT BKT/PC88		
0005	WERK-BRAU-PC088	4 WEEK	0.00
0006	DUAL LOCK HYDRAULIC COUPLER		
0007	WERK-BRAU-THUMBS	4 WEEK	0.00
0008	WERK-BRAU HYD.THUMB (PC88)		
0009	WERK-BRAU-BUCKETS	4 WEEK	0.00
0010	36" 13.00 CU FT STD BKT		

THIS IS NOT AN INVOICE

This quote is good for 14 days from above quote date. The terms of this agreement will not be binding until accepted in writing by a duly appointed manager of Anderson Equipment Company. Quoted prices are only for items listed above and do not include miscellaneous charges such as freight unless otherwise noted. Anderson Equipment Company can arrange shipping for an additional fee. This quote is subject to Anderson Equipment Company's current Rental Terms and Conditions which can be furnished upon request. Applicable Sales Tax will be added unless an Exemption Certificate is furnished.

THANK YOU

*try & get it all
approved on Monday
9th
contract &
invoice*



Corporate Headquarters
795 Marshall Avenue • P.O. Box 1099 • Williston, VT 05495 • 802.658.1700

INVOICE

Branch Locations
North Oxford, MA • 508.499.1950 • Central Square, NY • 315.676.2008 • Carlisle, PA • 717.795.0700

Ship to: IN STORE PICKUP

Invoice to: TOWN OF WAITSFIELD
4144 MAIN ST
WAITSFIELD VT 05673-6094

Branch 01 - 1-Vermont		
Date 04/17/2025	Time 10:35:00 (P)	Page 1
Account No. WAITSFI01	Phone No.	Invoice No.
Ship Via	Purchase Order	
Sales Tax License No.	Federal Exemption No.	
		Salesperson MCL / CJ

DESCRIPTION

scription INVOICE PREVIEW FOR Contract #: 006159 Amount

lling #: 1 Covering From 07/01/2025 to 08/25/2025

cleaning charge applies if returned dirty. Diesel fuel \$14/gallon
ease replace what you used. Rental period is time out not time used. Keys
5 each if not returned. For billing questions call CJ 802-488-7918

*QUOTE***

LVO ECR88D EXCAVAT Charge for usage of 2 MONTHS 8800.00
Stock #: 014587 Serial #: VCE00E88C00219875
Date Out: 07/01/2025 08:00
Machine hours out: 16

" PIN ON DIG BUCKE Charge for usage of 2 MONTHS 600.00
Stock #: 014588 Serial #: 2433017
Date Out: 07/01/2025 08:00

" PIN-ON TILT BUCK Charge for usage of 2 MONTHS 600.00
Stock #: 014050 Serial #: 3230037
Date Out: 07/01/2025 08:00

Subtotal: 10000.00
TOTAL CASH: 10000.00

ALL RENTAL CHARGES SHALL BE PAYABLE IN ADVANCE. ALL RENTAL CHARGES NOT PAID IN ADVANCE SHALL BE PAYABLE UPON RETURN OF THE PROPERTY. CUSTOMER ACKNOWLEDGES THAT TIMELY PAYMENT OF RENTAL AND PURCHASE CHARGES IS ESSENTIAL TO CRWS BUSINESS OPERATIONS AND IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES CAUSED BY LATE PAYMENT THEREOF. CUSTOMER AND CRW AGREE THAT THERE SHALL BE ADDED TO ALL PAST DUE RENTAL AND/OR PURCHASE CHARGES A PENALTY OF 1 1/2% PER MONTH AND THAT THE SAME SHALL BE PRESUMED TO BE THE ACTUAL DAMAGES THAT CRW WOULD SUSTAIN AS A RESULT OF SAID PAYMENT BEING LATE. ANY ITEMS RETURNED FOR CREDIT MUST BE ACCOMPANIED BY THIS INVOICE, AND ARE SUBJECT TO A 15% HANDLING CHARGE. THIS AGREEMENT SHALL INCLUDE THE ABOVE TERMS AND CONDITIONS.

X
ACCEPTED BY CUSTOMER

ADDITIONAL TERMS AND CONDITIONS

AUTHORITY TO SIGN: It is hereby agreed that any individual signing this contract as a representative or agent for the person or company with whom he is employed thereon is authorized to sign this contract as representative or agent and shall thereby make and person or company liable for full payment of all purchases, rental charges and any other costs that might be incurred against any equipment rental fee sold by CRW Corp. thereafter referred to as "CRW". Customer and/or Customer's representative and agent represents and warrants that he/she is a person of legal age.

RENTAL BILLING PERIOD, PAYMENT TERMS: Rental rates apply to the following time limits: day - 8 hours running time, 1 week - 5 days, 1 month - 28 days. All rentals shall commence when equipment leaves CRW's premises and shall terminate when equipment is returned to CRW's premises. Customer shall be responsible for tracking or for payment of such tracking charges when use for transportation of any and all rental equipment both to and from CRW's premises. All rentals shall be paid for in advance via cash, good check or MCVISA unless customer has a charge account in good standing with CRW. Any customer making payment for any purchase or rental charge with a bad check shall be liable for the amount of said check plus any and all bank charges arising on return of check to CRW and any and all collection expenses incurred by CRW in its efforts to effect payment of said check and above charge. In addition, all CRW's equipment, certain rental items shall be listed to account customers in advance, and said billing shall be deemed due and available upon receipt of advice. Any credit arising from early return of equipment billed in advance to account customers shall be credited to customer's account. If account has been paid in full, and credit will be used by customer as payment in part or full of future purchases or rental billings.

COMPLIANCE WITH LAWS/USE OF EQUIPMENT AND /OR VEHICLE(S). The exact manner in which this equipment will be used and the trade or occupation of the user and the qualifications of the user and the equipment or lack of equipment of the user are beyond the control of CRW. CRW expressly disclaims any responsibility for Customer's compliance or failure to comply with OSHA and/or any other government safety or health regulations or standards. Customer agrees not to use or allow any person to use the rented vehicle(s) and/or equipment in any illegal manner or for any illegal purpose. Customer agrees at their sole expense to comply with all federal, county, state and local laws, ordinances and regulations (including OSHA) which may apply to the use of the rented and during the rental period. Customer further agrees to pay all licenses, fees or taxes arising from his use of the rented items. Customer shall not allow any person who is not qualified to operate the rented vehicle(s) and/or equipment, use the vehicle(s) and/or equipment when it is in need of repair or in an unsafe condition or situation, misuse, tamper or alter the vehicle(s) and/or equipment, permit any person to use the vehicle(s) and/or equipment without CRW's written permission, allow any fees to be placed upon the rented vehicle(s) and/or equipment. Customer agrees to check fluids, oil, fluid levels, air pressure, clean and visually inspect the rented vehicle(s) and/or equipment daily and to immediately notify CRW when it is found to need repair or maintenance. Customer acknowledges that CRW has no responsibility to inspect the equipment and/or vehicle(s) while it is in the possession of Customer. If the vehicle(s) and/or equipment becomes unsafe or requires repair, customer shall discontinue using it and notify CRW immediately. If such condition is the result of normal operation CRW will repair or replace the vehicle(s) and/or equipment with similar item(s) in good working order if such replacement item is available. CRW is not responsible for any damage or costs caused by delays or otherwise. CRW has no obligation to replace vehicle(s) and/or equipment rendered inoperable by misuse, abuse or neglect.

RECEIPT/INSPECTION OF EQUIPMENT: Customer rents this equipment on an "as is" basis. Customer acknowledges that he/she has had or will have the opportunity to personally inspect the inside and/or equipment prior to its leaving CRW's premises - regardless of point of delivery - and has a suitable for his/her needs. Customer agrees to accept, receipt of all items listed in this contract in good working order and repair and that he understands its proper operation and use without instructions from CRW. Customer acknowledges that prior to leaving CRW's premises he/she had or will have the opportunity to inspect all hoses, belts, safety chains, hooking, tongue and other devices and materials used to connect the rented equipment to Customer's towing vehicle. If any and Customer declares that equipment has received the equipment in a secure and operable condition. CRW is not responsible for damage to Customer's towing vehicle caused by not a proper hitch or pinners.

DISCLAIMER OR WARRANTIES: CRW MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Customer's sole remedy for any failure of or defect in equipment shall be the termination of any rental charges accruing after the time of failure, provided the equipment is returned to CRW within 24 hours from the time of defect. CRW shall not be responsible to Customer or any agent or employee of Customer or to any other party for any loss, damage or injury of any and every nature whatsoever including any special or consequential damages, caused by, resulting from, or in any way connected with the rental or purchase of this equipment, the operation or use of this equipment, or any defect in or failure of this equipment.

INDEMNIFICATION BY CUSTOMER: Customer expressly indemnifies and holds CRW harmless from and against any and all claims, loss, costs, damages, attorney's fees and/or liability in connection with the rental and/or purchase of the equipment described herein, whether or not a lawsuit is filed, in the event proceedings are commenced by CRW to recover possession of said equipment, or to enforce any of the terms, conditions or provisions herein. Customer agrees to pay reasonable attorney fees and all costs incurred in connection herewith.

SUBLETTING & LOCATION: No item of rented equipment shall be sublet or assigned or removed from the location represented by Customer without consent of CRW. Customer agrees not to take said rented equipment or cause the same to be taken out of the State of Vermont or 100 mile radius of South Burlington, Vermont, whichever is less, without prior permission from CRW.

RETURN OF EQUIPMENT, DAMAGED EQUIPMENT: At the expiration or shorter term limits set forth in the agreement, or at CRW's demand, Customer agrees to return all equipment in its possession to CRW during CRW's regular business hours in the condition and repair as when Customer took possession, subject to reasonable wear and tear. All customers shall be bound a damage waiver fee. In consideration of this fee, CRW agrees to waive its right to recover from Customer damages for and physical loss to the equipment, excluding damage arising from collision, upset, fire, windstorm, or other commonplace vandalism, malicious mischief, theft, burglary, abuse or abuse, theft by conversion, intentional damage, mysterious disappearance or any loss due to customer's failure to care for rented item(s) as a prudent person would his/her own property, such as proper lubrication and any and all other like occurrence. Customer shall be liable for all damages to or loss of the equipment under these terms and shall pay to CRW promptly upon receipt of invoice and shall pay rental on the equipment at its regular rental rate until repairs have been completed. If any such loss tends to indicate a crime may have been committed, a further condition is that Customer must file a report to the proper law enforcement agencies and furnish CRW with a copy. Further, all damage waivers exclude damage to tires, cleaning of recordkeeping expenses incurred as a result of usage, normal wear and tear excluded of the rented

equipment, if damage or loss to the equipment as a failure to properly lubricate the equipment, check the oil, fuel, water and batteries on a daily basis, and to maintain them at proper levels, any loss or damage arising directly or indirectly from negligence or from a misuse of the equipment, damage or loss resulting from overloading the rented equipment (any use for a purpose beyond the rated capacity of the equipment shall be deemed as overloading) or from otherwise failing to adhere to safety procedures, any loss, damage or expense resulting from conversion or misappropriation of the equipment, retention of the equipment beyond the rental period, and tampering or breach of this or any other agreement with CRW.

9. PROVIDING SELF COVERAGE: Should Customer elect to provide his/her own coverage, said CUSTOMER shall be obligated to secure and maintain in force insurance satisfactory to CRW for the benefit of CRW against all loss and damage from any cause whatsoever including but not limited to fire, theft, comprehensive losses, collision and upset, acts of God or the public enemy. With respect to equipment, Customer shall at its expense during the term hereof maintain in force a policy of public liability and property damage insurance with bodily injury and death liability of \$500,000 for each person in each accident, \$1,000,000 limits for all persons in each accident and property damage liability limits of \$100,000 on a company and not exceed or conflict with their liability for damage sustained by any person including but not limited to employees of Customer as the result of maintenance, use, operation, storage, erection, dismantling, servicing or transportation of said equipment. Customer shall furnish CRW with a certificate of such insurance which may not be cancelled or materially modified except on 30 days prior written notice to CRW and subject to approval by CRW. CRW's acceptance in Customer's certificate(s) of insurance shall not constitute a waiver of any of Customer's insurance obligations. Customer agrees to abide to the provisions of a valid policy and make a written report to CRW and the insurance carrier as soon as practical after any accident or occurrence involving such equipment. Coverage will or shall be waived only when such self coverage is in effect and CRW has proof of such.

10. REASONABLE WEAR AND TEAR: Reasonable wear and tear of rented equipment shall mean only the normal deterioration of the equipment caused by ordinary and reasonable use on a one shift (8 hours per day, 5 days per week) basis. The following shall not be deemed reasonable wear and tear: damage resulting from lack of lubrication or maintenance of necessary oil, water, and/or pressure levels; damage resulting from lack of servicing or preventive maintenance suggested in the manufacturer's operation and maintenance manual; damage resulting from any collision, overturning, or improper operation of the equipment, including overloading or exceeding the rated capacity of the equipment; damage in the nature of dents, bending, tearing, staining, and misalignment to the equipment or any part thereof; wear resulting from use in excess of a one shift basis, and any other damage to the equipment which is not considered ordinary and reasonable in the equipment rental industry. Repairs to the equipment shall be made by CRW or their agent only.

11. TAMPERING: Customer shall not disconnect or tamper with the hourmeter, odometer, or speedometer on any rented equipment, and if the same shall show signs of having been disconnected or tampered with, Customer agrees to pay CRW in addition to the regular rental fee the sum of five dollars per hour for each and every hour that Customer has the vehicle, machine, or equipment off the premises of CRW.

12. DESTRUCTION: In case of the loss or destruction of any rented vehicle, machine, or equipment or any of the accessories, or of its loss of possession thereof, or inability to return same to CRW, for any reason whatsoever, Customer will pay to CRW the full replacement list value together with the full rental rate as specified until such item is replaced.

13. DEPOSIT: Customer hereby agrees that any rental deposit in addition to securing the payment of rental charges hereunder, shall be deemed to be a guarantee by Customer of the full and complete performance of each and all of the terms, covenants, and agreements to be performed by the Customer hereunder, and in the event of any breach by Customer of any of the said terms, covenants and/or agreements, said deposit shall be credited against any damage, cost or expense incurred by CRW as a result of said breach.

14. FAILURE TO DELIVER: Customer hereby releases, releases and discharges CRW from any and all liability of damages which might be caused by failure to deliver any vehicle, machine or equipment within the agreed time by CRW.

15. RENT PURCHASE AGREEMENT: Rental equipment does not carry the option to purchase unless CRW and Customer agree upon same prior to rental of such machine, vehicle, or equipment in writing.

16. TITLE: Title to all rented equipment is and shall remain with CRW. If the equipment is levied upon or the agreement is terminated for any reason whatsoever, CRW may retake the equipment without notice or legal process and may take all action reasonably necessary to do so.

17. SECURITY AGREEMENT: Title and the right to immediate possession of any purchased equipment described on the front side hereof shall remain with CRW until all items have been paid for in full. Customer hereby grants to CRW a security interest in said equipment pursuant to the provisions of the Vermont Commercial Code and any other applicable provisions of law, except to the extent as otherwise provided for herein. In the event of default by Customer, CRW shall be entitled to demand possession of all equipment described herein.

18. NOTICE OF NON-WAIVER: Any failure of CRW to insist upon strict performance by Customer of the conditions and terms of this agreement shall not be construed as a waiver of CRW's rights to demand strict compliance. Time is expressly made the essence of this agreement.

19. RETAKING OF EQUIPMENT: If for any reason it becomes necessary for CRW to retake the equipment, CRW and its agents may go upon Customer's property and retake the equipment without notice or legal process. CRW and its agents may take all action reasonably necessary to retake the equipment and Customer waives for himself, agents and employees all claims for damages on a tortious, contractual or pecuniary, caused by retaking by CRW. Customer agrees to pay all costs and expenses incurred by CRW in retaking the equipment.

20. DEFAULT: Should Customer in any way fail to perform, observe, or keep any provision of this agreement, CRW may exercise concurrent or separately any one or more of the following remedies:

- To terminate this agreement.
- To declare the entire rental amount and all other associated charges immediately due and payable, and to commence legal action therefor.
- To retake possession of the equipment, holding Customer fully liable for all rentals.
- To pursue any and all other remedies available to CRW.

21. THEFT WARNING/ FAILURE TO RETURN PROPERTY WITHIN 72 HOURS AFTER DELIVERY TO YOU OF NOTICE TO RETURN, OR WITHIN 15 DAYS AFTER THIS AGREEMENT HAS EXPIRED OR THE PRESENTING OF FALSE, FICTITIOUS OR MISLEADING IDENTIFICATION MAY BE CONSIDERED AS EVIDENCE OF AND INTENTION TO COMMIT LARCENY, RESULTING IN CRIMINAL PROSECUTION.



Mr. Josh Rogers
Town of Waitsfield
4144 Main Street
Waitsfield, VT 05673

January 26, 2025

Dear Josh,

I want to thank you for allowing Milton Cat, one of the leading Caterpillar dealers in North America the opportunity to provide you with a Quote for your upcoming Wheel Loader replacement needs.

Milton Cat highly values your business and you can be assured of unmatched service and dealer support on machines that are second to none in the industry.

Specifications and pricing are only a part of the decision on the purchase of a new Wheel Loader and it does not describe the machine design, reliability and operational advantages, nor does it describe the product support you will receive from your dealer. These factors are extremely important when you are deciding on major purchases such a Wheel Loader which you will be relying on for the next Fifteen (15) plus years. Milton Cat, as well as I feel confident that should you choose these quotes for your upcoming replacement needs in that you will receive unmatched product support, productivity and reliability from the Caterpillar line of Wheel Loaders.

Pursuant to your request, please find a Quote on a 2025 Caterpillar 926 Aggregate Wheel Loader, per your needs and desires, to replace your 2009 Deere 544K.

Corporate

100 Quarry Drive
Milford, MA 01757
508.634.3400

84 Concord Street
North Reading, MA 01864
978.276.2400

14 Kendrick Road, Rt. 28
Wareham, MA 02571
508.291.1200

2158 Plainfield Pike
Cranston, RI 02920
401.946.6350

30 Industrial Drive
Londonderry, NH 03053
603.665.4500

One Cat Lane, Rt. 2
Richmond, VT 05477
802.434.4228

79 Robertson Boulevard
Brewer, ME 04412
207.989.1890

16 Pleasant Hill Road
Scarborough, ME 04074
207.883.9586

500 Commerce Drive
Clifton Park, NY 12065
518.877.8000

294 Ainsley Drive
Syracuse, NY 13210
315.476.9981

4610 E. Saile Drive
Batavia, NY 14020
585.815.6200

55 Industrial Park Drive
Binghamton, NY 13904
607.772.6500

Mr. Josh Rogers
Page 2

MILTON CAT
One (1) New 2025 Caterpillar 926 Aggregate Wheel Loader
Standard and Optional Equipment, Town of Waitsfield, VT

926 Aggregate Wheel Loader
6 Cylinder, 7.1 Liter, 170 Horsepower, 531 ft/# Torque, Tier 4F Engine
Engine Pre-Cleaner, Engine Coolant Heater
Extended Life Coolant Antifreeze
Silicone Engine Hoses
Hydraulic Drive Cooling Fan
Electrically Controlled Hybrid 4 Speed F/R Hydrostatic Transmission, w/ Creeper Speed
Locking Front Differential and Torque Proportioning Rear Differential Axles
Inboard Wet Disk Brakes
Ride Control
Access Platforms and Steps
Right Side Front Windshield Washing Steps/Handrail
Deluxe ROPS/FOPS Cab with Automatic Climate Control (66 dB(A))
Dual Inside and Dual Heated/Electronically Controlled Outside Mirrors
Deluxe Air Susp. Seat, Dual Arm Rests, Seat Mounted Loader Control, with FNR
Tilt and Telescopic Wheel
Deluxe Monitor/Alarm System
Two Spool Valve with Single Joystick (seat mounted), w/FNR
Load Sensing Hydraulic System, with a total flow of 40 gpm
Standard Fenders
Four (4) 1000 CCA Heavy Duty Batteries, 115 Amp. Alt., Battery Disc. Switch
24/12 Volt Converter w/12 Volt Port/USB Ports
AM/FM Radio
Rear View Camera
20.5-25 L3 Radial Tires on Multi-Piece Wheels
Premium LED Work Light Package
Front LED Driving Lights
Engine Compartment LED Lights
Front & Rear Wipers/Washers
Rear Window Defroster
Aggregate Counterweight (1,200 #), with Rear Hitch
Caterpillar 3 Cu. Yd. GP Pin On Bucket, with BOE
In Cab Settable Return to Dig, Boom Height Kick-Out, Return to Carry Features
Owner's Manual
Manufactured in the USA
7 Year/2000 Hour Premier Warranty


Mr. Josh Rogers
Page 3

\$208,000.00 Discounted 926 Quote, based on specifications listed on page 2
\$ 45,000.00 Less Deere 544K Trade
\$163,000.00 Net Trade

Should the Town of Waitsfield wish to lease/purchase the Caterpillar Wheel loader, Caterpillar Financial offers municipalities' low lease rates for up to Seven (7) years. These municipal leases can be structured with monthly, quarterly, semi-annual or annual payments, both upfront and in arrears. I would be more than happy to provide you with any specific lease terms or amounts, should you so desire.

Again, I want to thank you for allowing Milton Cat the opportunity to provide this Quote to the Town of Waitsfield for your upcoming Wheel Loader replacement needs. Should you have any questions regarding this information, please feel free to contact me.

Sincerely,



Jeffrey E. Slade
Territory Manager
Governmental Accounts
Vermont/New Hampshire /
Southern Maine

JES
dell2surface/waitsfieldvt926quote25



PREMIER

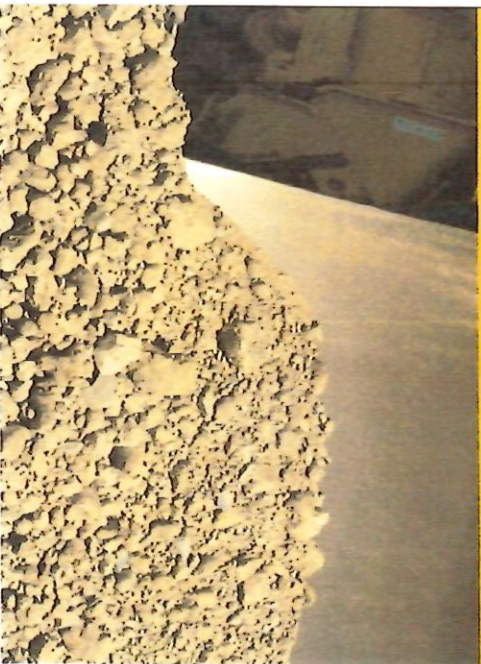
Our most comprehensive coverage includes powertrain and hydraulic components, as well as additional electrical and structural components. Powertrain components produce, transmit or control engine horsepower for moving the machine. Hydraulic components are associated with steering and implement control.

Learn more:

Contact your local Cat® dealer today or visit

www.cat.com/epp

The information contained herein is provided solely for general information purposes only and is not intended to be a solicitation or an offer to sell any product or service, nor is the information a complete description of all the terms, conditions and exclusions applicable to the products and services described. For complete descriptions of the terms, conditions and exclusions of the Equipment Protection Plan, or other products and services, please contact your Cat dealer. The products and services referred to herein may not be available in all jurisdictions.



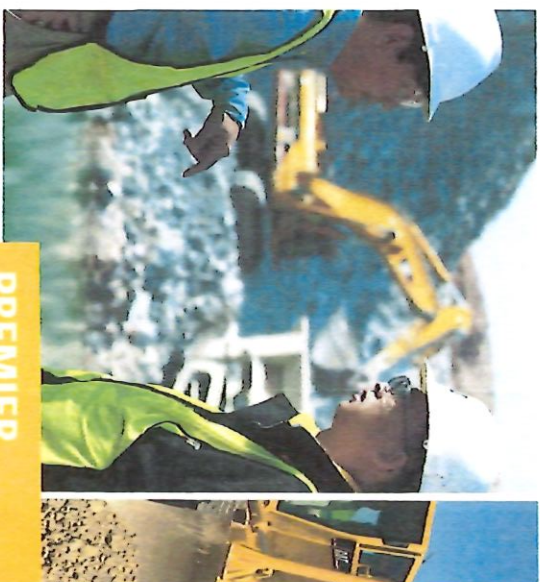
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THE RIGHT MACHINE THE RIGHT PLAN

Cat® Equipment Protection Plan



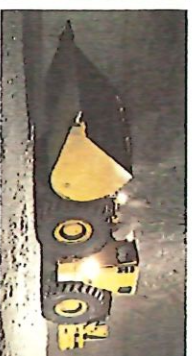
PREMIER



CONTROL YOUR COSTS MINIMIZE YOUR RISKS

This plan safeguards your investments in new and Cat Certified Used* machines beyond the standard warranty period. It includes parts and labor to protect you against covered failures caused by defects in materials and workmanship. With the Premier Equipment Protection Plan, you can increase the predictability of service and maintenance costs—and reduce unplanned downtime.

*Product availability varies by region.



WHAT WE DO

- Perform necessary inspections to confirm eligibility
- Install parts approved by Caterpillar on covered repairs
- Validate your enrollment in the program

WHAT YOU DO

- Operate equipment according to the Cat® Operation & Maintenance Manual (OMM)
- Have recommended preventive maintenance performed at intervals specified in the OMM
- Upon request, provide proof of preventive maintenance compliance (receipts, copies of work orders, invoices)
- Promptly provide the machine for repair in the event of a covered failure

COVERED COMPONENTS

Engine & Accessories Engine - Internal Components Oil Cooler Radiator Exhaust / Muffler Manifolds Fan Motor Water Pump Fuel Injection Pumps Injectors Lift / Transfer Pump Senders / Solenoids / Sensors Thermostat Flywheel & Torque Converter Engine Oil Filter Mount Turbocharger Starter Alternator AC Compressor / Condenser Electronic Control Modules Governor / Speed Controls & Linkages Fuel Lines Water Tank & Assoc. Parts Water Piping Oil Hoses / Lines (non-hydraulic) Cylinder Block Piston Rings Piston & Connecting Rod Crankshaft, Main Bearings & Rod Bearings Camshaft & Camshaft Bearings Timing / Accessory Gears Timing Chain / Belt Cylinder Head Inlet / Exhaust Valve Valve Cover & Base Valve Spring & Guide Rocker Arm Rocker Shaft Assembly Push Rod	Balance Fuel Pump / Governor Drive Oil Pump Oil Pan Group Fan & Fan Drive Transmission Transmissions Transmission Oil Lines Hydraulic Controls Transmission Oil Filter Base Transmission Gears Final Drives / Planetary Drive Shafts Transfer Case Wet Brake Assemblies Hydrostatic Pumps & Drive Motors Linkage / Lines Connected to Hystat Pump Drive (pilot/eh) Control Valves Senders / Sensors Powertwin Transmission Lines / Hoses Transmission Oil Tank Drive Train Oil Lines Bevel and Transfer Case	Steering Steering Clutch Steering Clutch & Brake Control Valve Steering Gear & Valve Power Steering Logic Module Steering Linkage Steering Column Steering Console Tie Rod Hydraulic Systems Hydraulic / Steering Hoses & Lines Hydraulic Cylinders Hydraulic Valves & Controls Hydraulic Accumulators Hydraulic Oil Coolers Hydraulic Oil Swivels Hydraulic Oil Filter Mount Hydraulic Oil Temperature Sensor Hydraulic Oil Filter Base Hydraulic Tanks	Braking System Brake Master Cylinder Vacuum Pump Wheel Cylinder Brake Caliper, Head Assembly Control Valves Brake Lines Accumulator Electrical & Interior Gauges / Indicators / Instruments Wiring harnesses Switches Relays / Circuit breakers Generator Alternator / Generator Battery Charger Main Power Relay Start Switch Fuse / Circuit Breaker Panel Circuit Board	Suspension Automatic Grade Control Axle Spring Bogie Suspension Cross Slope Control Equalizer Bar Equalizer Bar Center Pin Support Stabilizer Suspension Control Suspension Control Valve Suspension Cylinder Frames & Linkages Chassis / Implement Frames Weldment Carbody Main Frame Undercarriage Track Roller Frame Track Adjuster Recoil Spring
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EXCLUSIONS

If a component is not listed, it may not be included in the plan. Other exclusions include:

- > Improper or abusive use of the machine
 - > Lubricating oil, antifreeze, filters, consumables and other maintenance items replaced during the covered component repair, unless such items are rendered unusable by a covered component failure
 - > Failures caused by normal wear-out
 - > Freight charges for parts shipments
 - > Travel time and mileage involved in getting to a job site
 - > Hauling costs and / or retrieval costs
 - > Overtime labor costs
 - > Repair costs resulting from the failure of any non-covered components
 - > Downtime loss
 - > Equipment rental charges
 - > Any incidental / consequential damages or costs incurred as a result of a covered component failure.
 - > Modifications unless approved by Caterpillar
- Examples of covered and excluded components or items are listed here. The actual dealer contract will govern. For a complete list of included components and more information on Cat Equipment Protection Plans, contact your local Cat dealer.



www.andersonequip.com

EQUIPMENT QUOTE

Corporate Office - Pittsburgh, PA

1000 WASHINGTON PIKE, BRIDGEVILLE, PA 15017

• 412-343-2300

Affiliate Locations

PA		NY		NH		ME	
Clarion	814 226-4100	Albany	518 785-4500	Lancaster	603 788-5591	Bangor	207 942-0177
Clearfield	814 765-5311	Buffalo	716 877-1992	Manchester	603 627-7696	Gorham	207 591-5482
Somerset	814 443-2867	Endicott	607 748-3400	VT			
WV		Olean	716 372-8822	East Montpelier	802 223-9689		
Charleston	304 756-2800	Rochester	585 334-6770				
Bridgeport	304 366-3075	Syracuse	315 463-8673				
Beckley	304 712-9120	Watertown	315 788-5512				

03 April 2025

WAITSFIELD - SW
4144 MAIN ST
WAITSFIELD, VT 056736094
ATTENTION:
REF QUOTE#: 64250102 Rev:0

Dear Sir,

We are pleased to quote the following for your consideration.

KOMATSU-WA270-8

- KOMATSU MODEL WA270-8 WHEEL LOADER
- Engine, KOMATSU SAA6D107E-3, 6 cylinder turbocharged, air to air after cooled, cooled EGR, direct injection Tier 4 Final interim emissions certified, diesel.
- Gross HP: 154HP (114.5kW) / 2000 RPM
- Net HP: 149HP (113kW) / 2000 RPM (SAEJ1349) ISO / 9249
- Exhaust pipe, curved
- Fan, auto-reverse, hydraulic driven
- KDPF - After-Treatment Assembly Consisting of KDOC and KCSF
- Komatsu Auto Idle Shutdown
- SCR - Selective Catalytic Reduction aftertreatment with DEF tank and heated lines
- Starting aid, intake air preheater type
- Electrical system: Alternator, 60 ampere, 24 volt
- Power Train and Controls:
- Differentials, torque proportioning, inboard planetary
- Parking brake, wet disc type
- Service brakes, hydraulic, wet multiple disc type, axle by axle (inboard)
- Transmission, hydrostatic, 1 pump, 2 motors, full auto shift with speed range control
- Transmission control - F/R: steering column /

Your COMPLETE Equipment Solution

- loader control lever selectable
- - Max speed control: electric, 4 speed F/R
- -Traction control: electric, 3 mode
- CAB (ROPS/FOPS) WITH HEATED REAR WINDOW, AIR CONDITIONER/HEATER/DEFROSTER, FRONT AND REAR WIPERS/WASHERS, REAR VIEW MIRRORS (2 OUTSIDE/2 INSIDE) RIGHT AND LEFT HAND DOOR ACCESS WITH STEPS
- HYDRAULIC CONTROL - 2 SPOOL (BOOM/BUCKET) MULTI-FUNCTION MONO LEVER CONTROL WITH INTEGRATED TRANSMISSION F/R SWITCH; INCLUDED INTEGRATED THIRD SPOOL PROPORTIONAL SWITCH
- 7" LCD COLOR MONITOR
- AM/FM/BLEETOOTH RADIO WITH SPEAKERS AND AUXILIARY JACK
- REAR VIEW MONITOR
- HEATED AIR SUSPENSION, RECLINING FABRIC SEAT
- 3" RETRACTABLE SEAT BELT
- STEERING WHEEL - TILTABLE AND TELESCOPIC
- KOMTRAX SYSTEM
- 20.5-R25, MICHELIN, XHA, L-3 TIRES
- RIMS ONLY FOR 20.5-25 TUBELESS TIRES
- BOOM - STANDARD
- 2 SPOOL VALVE W/MONO-LEVER F/R SWITCH
- ADDITIONAL COUNTERWEIGHT
- BUCKET CYLINDERS - STANDARD
- ENGINE INTAKE - STANDARD
- ELECTRONICALLY CONTROLLED SUSPENSION SYSTEM (ECSS)
- FRONT FENDERS
- PARALLEL LOADER LINKAGE
- FULL REAR FENDER KIT
- HYD FOR QUICK COUPLER

MANUFACTURER EXTENDED WARRANTY AGREEMENT#: 008498
60 MONTH/2000 HOUR PREMIER

Your COMPLETE Equipment Solution

TRM MFR'G-30HC

- TRM MODEL 30HC HYDRAULIC COUPLER ASSEMBLY (HCKO-20235A)
- BUILT FOR A KOMATSU WA270-8.
- (416 INTERCHANGE)
- THIRD FUNCTION INSTALLATION KIT.
- (K1128-3)

ROCKLAND 3 CY GPX Q/C BUCKET/WA270

- Part #: GPX2-30-03.00-QC
- GPX Excavation Bucket
- 3 Yd, OEM Width
- With Bolt-On Skid Shoes
- Drilled to Accept OEM Bolt-On Adapters and Segments (if offered by the OEM)
- With Bolt-On Edges, O.E.M. Compatible
- With Coupler Brackets
- With Lower Outside Cheek Plates
- With Full Inside Shell Liner
- With Hensley Vertical Shrouds
- VS385 - Vertical Shroud QTY 2
- VSM100WN - Weldment QTY 4
- VSP2SL - Pin QTY 4
- VSR3SL - Retainer QTY 4
- 3895 LBS
- To fit a Komatsu WA270-8

TRM MFR'G-84" FORKS

Your COMPLETE Equipment Solution

- Part #: 30CF6084
- Construction fork w/ 60" carriage w/ 84" tines
- w/ 416 females to fit a WA270.

TRADE IN: 2009 JOHN DEERE 544K S/N: DW544KZ625561

TOTAL BEFORE TAX: \$179,900.00

PRICE INCLUDES TRADE ALLOWANCE OF \$55,000

2-SPOOL MACHINE
3 YARD HEAVY DUTY BUCKET
FULL REAR FENDERS INSTALLED
3YR/2000HRS OF MAINTENANCE COVERAGE
5YR/2000HRS OF PREMIER WARRANTY COVERAGE
FREE DELIVERY AND PICKUP OF TRADE

5YR/2000HR EXTENDED PREVENTATIVE MAINTENANCE AGREEMENT
\$5000 EXTRA. INCLUDES PRE-PAY DISCOUNT

Prices Quoted are F.O.B. DESTINATION

Thank you for the opportunity to quote.

Sincerely,

ANDERSON EQUIPMENT COMPANY

JAMES GINGUE
802 535-9274

This quote is good for 30 days from above quote date. The terms of this agreement will not be binding until accepted in writing by a duly appointed manager of Anderson Equipment Company. Quoted prices are only for items listed above and do not include miscellaneous charges such as freight unless otherwise noted. This quote is subject to Anderson Equipment Company's current Sales Terms and Conditions which can be furnished upon request. Applicable Sales Tax will be added unless an Exemption Certificate is furnished.

Your COMPLETE Equipment Solution

This board is visible to anyone on the web with a shareable link

Waitsfield Town Work Plan

Integrate

Automate

















Invite / 1

Main table



Town Operations







<input type="checkbox"/>	Project		Person	Status	Date	Priority	F
<input type="checkbox"/>	>	Cybersecurity 3			Working on it	May 23	
<input type="checkbox"/>	>	Town meeting prep 1			Done	May 23	
<input type="checkbox"/>		Digital signatures for warrants				May 23	
...	<input type="checkbox"/>	Town staff succession planning					
	<input type="checkbox"/>	Assistant Town administrator					
	<input type="checkbox"/>	Website clean-up and backlog of agen...					
	<input type="checkbox"/>	Contracts					



Budget & Financial Planning















<input type="checkbox"/>	Project		Person	Status	Date	Priority	F
<input type="checkbox"/>		Health Insurance options				May 22	
<input type="checkbox"/>		Capital improvement plan				May 26	

Help

<input type="checkbox"/>	Cemetery Trust investment policies				
<input type="checkbox"/>	Infrastructure funding brainstorm				
<input type="checkbox"/>	Streamlining Budgetary system				





				C file
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✓ Property Maintenance

<input type="checkbox"/>	Project		Person	Status	Date	Priority	File
<input type="checkbox"/>	Town office						
<input type="checkbox"/>	Fire Station						
<input type="checkbox"/>	Town garage						
<input type="checkbox"/>	➤ General Wait House maintenance 2						
<input type="checkbox"/>	Fire hydrant E Warren rd and Rolston rd						
<input type="checkbox"/>	Fairgrounds property						
<input type="checkbox"/>	Compile and understand a system for ...						

				C file
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✓ Roads and Transportation

<input type="checkbox"/>	Project		Person	Status	Date	Priority	File
<input type="checkbox"/>	New culverts from Flooding event 2024						
<input type="checkbox"/>	Review and analyze class 4 to potentia...						

<input type="checkbox"/>	Rt 100/17 intersection				
<input type="checkbox"/>	Covered Bridge height restriction barri...				
<input type="checkbox"/>	Culvert review and plan				









				C file
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▼ Grant Administration

<input type="checkbox"/>	Project		Person	Status	Date	Priority	File
<input type="checkbox"/>	ARPA funds						
<input type="checkbox"/>	Paving Project grant						
<input type="checkbox"/>	RRFB						

				C file
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▼ Planning Projects

<input type="checkbox"/>	Project		Person	Status	Date	Priority	File
<input type="checkbox"/>	Waitsfield Wastewater Infrastructure P...						
<input type="checkbox"/>	Irasville Master Planning						
<input type="checkbox"/>	Fire Dept. update and refine Capital Im...						
<input type="checkbox"/>	> Working list of Town assets and car... 2						

				C file
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▼ Ordinance and Policies

<input type="checkbox"/>	Project		Person	Status	Date	Priority	File
<input type="checkbox"/>	Personnel policy						
<input type="checkbox"/>	Procurement policy						
<input type="checkbox"/>	Water ordinance						
<input type="checkbox"/>	Domestic animal ordinance						
<input type="checkbox"/>	2021 Tax Stabilization policy						
<input type="checkbox"/>	MOA between Waitsfield/Fayston						
<input type="checkbox"/>	Short term rentals						
<input type="checkbox"/>	Website posting of all						

				C file
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▼ Conservation, Climate, & Natural Resources

<input type="checkbox"/>	Project		Person	Status	Date	Priority	File
<input type="checkbox"/>	Town energy use - efficiency/renewabl...						
<input type="checkbox"/>	Ash Tree plan						
<input type="checkbox"/>	Knotweed						
<input type="checkbox"/>	Town office EV charging station						
<input type="checkbox"/>	Tardy Parcel improvements and Farley ...						

				C file
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+ Add new group

Town Administrator Report

June, 9 2025

The past few weeks in Waitsfield have brought both challenges and progress. We've completed several key public works projects, including tree removal on East Warren Road, milling and paving on Bridge Street, and new pavement on Slow Road and East Warren Road.

These improvements have come with some disruptions—steep driveway transitions, traffic changes, and concerns about Main Street not being swept in some time. Additionally, the May 17th flooding event has created lasting impacts we're still working through.

Our road crew responded quickly and effectively, and local partners like Mad River Property Management have helped lighten the load. Although Route 100 and Main Street fall under VTrans, the Town contracted sweeping services to move things forward which took place on Tuesday June 3rd.

Despite the difficulties, the community continues to show patience and kindness. Since arriving in February, I've seen firsthand what makes Waitsfield special—a strong culture of care, collaboration, and resilience.

Thank you for all you do to make this town feel like home.

With appreciation,

Peace

York Haverkamp

The Great Eddy Covered Bridge – Incident Report

On May 20th at approximately 6:00 PM, the eastern side of the Great Eddy Covered Bridge was reportedly struck by a truck. A local resident, who was standing at the corner of Bridge and Main Streets, heard the impact and was able to capture a photo of the truck as it turned onto Main Street.

A report was filed with the Sheriff's Department, and we were advised to have the bridge assessed for potential damage. Miles Jenness of Vermont Timber Works inspected the structure and confirmed that there is no structural damage.

The Waitsfield Road Crew plans to repair the visible damage as their schedule allows.

VCDP Grant Board Presentation

On Thursday, June 5, JB Weir, Jon Ashley of DuBois & King, and I presented our VCDP grant proposal to the full VCDP board via an online meeting. The slide deck used during the presentation is included in this meeting packet for reference.

Overall, we felt the presentation was well received. The board asked a number of thoughtful questions, which we believe were addressed effectively. We expect to receive a decision on the grant award within the next month.

RRFB Update

I have submitted a permit application to VTrans to install a Rectangular Rapid Flashing Beacon (RRFB) at the crosswalk on Carroll Road.

The first RRFB unit, approved by the Selectboard earlier this spring, came in well under the originally anticipated cost. As a result, the grant we received should be sufficient to cover the cost of installing two RRFB units within town.

Vermont Emergency Management Newsletter

As part of our ongoing efforts to strengthen emergency preparedness—including cybersecurity—I've subscribed to the Vermont Emergency Management newsletter. The latest edition can be accessed at the link below:

<https://vem.vermont.gov/contact-us/newsletter/June25>

Outdoor Recreation Economic Impact Toolkit – Waitsfield Invited as Pilot Community

Waitsfield has been invited by the Vermont Department of Tourism and Marketing and VOREC to participate as a pilot community in a new project focused on the economic impact of outdoor recreation at the local level.

What This Means:

Waitsfield will help test and refine a statewide Local Economic Impact Toolkit aimed at helping communities better understand and leverage their recreation economies.

Key reasons for Waitsfield's selection include:

- Prior VOREC and Rural Community program participation
- Ongoing investment in four-season outdoor recreation
- The opening of the Mad River Recreation Hub

Pilot Participation Will Include:

- Formation of an ad hoc advisory committee
- A kickoff meeting and site visit with consultants (June)
- Local application of the toolkit and reporting (July)
- A final meeting with statewide partners (September)

This is a great opportunity to showcase our community's leadership in rural economic development and smart growth planning.

Please let me know if you have questions or would like further detail on any of the items above.

With appreciation and peace,

York Haverkamp

Town Administrator



TOWN OF WAITSFIELD

July 10, 2023

.Gov Domain Registration
c/o Verisign, Inc.
12061 Bluemont Way
Reston, Virginia 20190

To the .gov Program:

As authorizing authority for the Town of Waitsfield, Vermont, I request that responsibility for the domain name waitsfieldvt.gov be delegated to my municipality.

We are redesigning our website and establishing an email domain for our town. This makes it an appropriate time for us to move from waitsfieldvt.us to waitsfieldvt.gov. Paul Hansen at Ecopixel will serve as technical contact, providing our DNS service, DNS management, and website hosting.

In order to obtain and maintain waitsfieldvt.gov, the Town of Waitsfield, Vermont will meet the general and specific requirements for federal agencies, found at <https://get.gov/registration/requirements>.

The following will be listed as contacts for waitsfieldvt.gov, which the Town of Waitsfield, Vermont will keep up to date in the .gov registrar.

Administrative contact

First Last: Annie Decker-Dell'Isola
Title: Town Administrator
Address: 4144 Main Street, Waitsfield VT, 05673
Phone number: (802) 496-2218 ext. 5
Email address: townadmin@gmavt.net

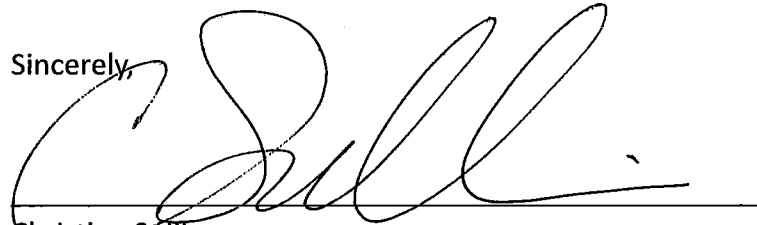
Technical contact

First Last: Paul Hansen
Title: Hostmaster
Address: Ecopixel, PO Box 393, Essex Junction, VT 05453
Phone: 802-878-0380

Email: hostmaster.gov@ecopixel.net

I understand that if I wish to retire waitsfieldvt.gov, I must submit a written request to registrar@dotgov.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'CSullivan', written over a horizontal line.

Christine Sullivan
Selectboard Chair



State of Vermont
Department of Taxes
133 State Street
Montpelier, VT 05633-1401

Agency of Administration

June 1, 2025

Waitsfield Municipal Officials
4144 Main St Waitsfield, VT 5673

You are receiving this letter because the Vermont Department of Taxes is notifying towns required to reappraise Education Grand List properties.

Vermont law 32 V.S.A. § 4041a(b), requires that a municipality maintain its Education Grand List with a coefficient of dispersion (COD) that is at or below 20%, as determined by the Director of Property Valuation and Review (PVR). If the Education Grand List falls outside this parameter, the Director must order the municipality to reappraise. Additionally, Act 68 of 2023 requires Vermont towns to conduct a full reappraisal every 6 years starting January 1, 2025. Regardless of reappraisal order status towns should prepare to adhere to this 6-year schedule.

Based on the results of the 2024 Equalization Study the COD in Waitsfield continues to be outside the acceptable parameters, and therefore, an order to reappraise is required. The municipal CLA was 57.31% and COD was 26.09%. The last year of reappraisal in Waitsfield was 2006.

What do you need to do?

1. **Please provide this information to your Board of Listers or Assessor.** Additional information about reappraisals, required forms, reappraisal rules, PVR guidance and helpful resources can be found on the Tax Department website at: <https://tax.vermont.gov/municipal-officials/listers-and-assessors/reappraisals>. Please reach out to PVR/your District Advisor with any additional questions.
2. **Check in with your District Advisor on the status of your reappraisal.** If any details or the timeline of your reappraisal have changed, please provide updated information. If your municipality has thus far failed to comply with prior year reappraisal orders, continued failure to comply (or make concerted progress) would result in the State withholding municipal education and transportation funding until the PVR Director certifies that the town has carried out their reappraisal plan (32 V.S.A. § 4041a(c)).

Send communications to: tax.pvr@vermont.gov and your District Advisor (electronic submission preferred) Vermont Department of Taxes, Property Valuation and Review, ATTN: Reappraisal, 133 State Street FL 1, Montpelier, VT 05633

Sincerely,

Jill Remick, Director
Property Valuation and Review

cc: Selectboard, Board of Listers/Assessor



SOLAR PHOTOVOLTAIC SYSTEM OPERATIONS AND MAINTENANCE AGREEMENT

THIS OPERATIONS AND MAINTENANCE AGREEMENT (the "**Agreement**") is entered as of **January 1, 2025** (the "**Effective Date**") between the Customer and Contractor, each of whom are individually referred to as a "**Party**" and collectively as the "**Parties**." This Agreement is subject to the terms and conditions attached as **Exhibit A**, which is incorporated by reference.

"Customer"	"Contractor "	Solar Facility ("System")
Town of Waitsfield	Aegis Renewable Energy, LLC	System name: Waitsfield Town Garage
4144 Main Street Waitsfield, VT 05673	340 Mad River Park, Suite 6 Waitsfield, VT 05673	System address: 761 Tremblay Road
802-496-2218 x5	(802) 496-5155	System Size: 102.3 kW dc
townadmin@gmavt.net	hgalloway@aegis-re.com	Commissioning Date: November 2014
Designated Representative Annie Decker-Dell'Isola	Designated Representative Heath Galloway	
Billing Information: Waitsfield Town Office Attn: Annie Decker-Dell'Isola		

1. SCOPE OF WORK. As part of Preventive Maintenance Inspections ("PMI"s) Contractor will perform the services described in **Exhibit B** (the "**Services**"). All Services shall be performed in a manner consistent with System component manufacturers' requirements unless otherwise noted by Contractor and acknowledged by Customer. Each PMI shall be performed during Service Windows, the exact Service date to be at Contractor's discretion, at the frequency selected below:

☐ Quarterly ☐ Every 6 months ☒ Annually ☐ Other: _____

2. TERM AND TERMINATION. This Agreement has an initial term of three years. Either Party may terminate further performance of this Agreement at any time and for any or no reason by providing the other Party ninety (90) days prior written notice of its desire to terminate. Either Party may terminate further performance of this Agreement immediately following a material breach by the other Party. Contractor shall be paid for all Services and Additional Services performed prior to the effective date of any termination. The Agreement shall automatically renew for successive terms of one additional year unless earlier terminated by either Party as provided above.

2.1 COMPENSATION. Customer shall pay Contractor a fixed annual fee, at the frequency indicated above in Section 1, for performance of the Services (the "**Fixed Fee**") as described in **Exhibit C**. Contractor may also perform repairs and other work beyond the scope of the Services described in **Exhibit B** that Customer requests and Contractor agrees to perform, as memorialized in a written "Work Order" signed by the Parties ("**Additional Services**") substantially in the form of **Exhibit D**. Pricing for Additional Services will be based on the Parties' mutual agreement on a fixed amount or based on the time and materials billing, as described in **Exhibit C**. Except as specifically provided in **Exhibit C**, Contractor's pricing is subject to change after the first year of the term according to written notice provided at least 30 days before the applicable Services or Additional Services are performed. All invoices will be

sent electronically to the "Billing Information" email address noted above and are due within 30 days after receipt. If Contractor receives payment from Owner more than thirty (30) days after the date of the approved invoice, Contractor may assess a maximum monthly service charge of one percent per month (1%/month) until Contractor receives payment from Owner. Interest begins accruing on the invoice due date and shall be assessed daily and compounded monthly. If Owner has not paid an invoice for more than 90 days, Contractor may refer collection of the unpaid amount to an attorney or collections agency.

2.2 Optional Pre-Authorization of Limited Additional Services. While performing Fixed Fee Services, Contractor may observe Additional Services that, in Contractor's reasonable discretion, are necessary for sustained and optimal operation of the System and can be resolved during that same site visit with materials and equipment Contractor has on hand. Contractor is authorized to perform Additional Services up to Five Hundred Dollars (\$500.00) without the need for a Work Order signed by the Parties.

3. RESPONSE TIME GUARANTEE. Contractor shall respond to any problems impacting the System within the specified number of work days following notice received from Customer's Authorized Representative as provided below. Work days include Monday – Friday, excluding holidays recognized by the federal government and state where the System is located:

Problem	Action / Response Time
High Priority: Any issue creating an imminent danger to people or property or that reduces System production by 50% or more.	Service Contractor's representative will be on-site within one to three (1-3) working days.
Medium Priority: Any issue that reduces System production by 10-50%.	Service Contractor's representative will be on-site within three to five (3-5) working days.
Low Priority: Issues that do not materially affect system performance (less than 10%).	Contractor's representative will address the next time they are onsite (for PMI or for a higher priority corrective item).

4. SPECIAL CONDITIONS. _____

CUSTOMER:	CONTRACTOR- Aegis Renewable Energy, LLC
Signature	Signature
Print Name	<u>Heath Galloway</u> Print Name
Title	<u>VP of Operations</u> Title
Date	Date

Exhibit A

TERMS AND CONDITIONS

1. RESPONSIBILITIES OF CONTRACTOR. Contractor shall perform the responsibilities and Services assigned to it in Exhibit B in a prompt, safe, and professional manner using qualified personnel. The Services shall be performed in a manner consistent with prudent industry practices and the standard of care of similar construction professionals performing similar services in the region where each System is located.

2. CUSTOMER'S RESPONSIBILITIES. Customer shall provide the cooperation that is reasonable and necessary for Contractor to perform the Services.

(a) Historical System Information. Customer shall also provide Contractor copies of the following System documents: contract(s) for the System's original construction and any subsequent modifications, including any plans and specifications; as-built drawings, including maps of the array with relevant equipment indicated; single-line diagrams; copies of any historical reports pertaining to the System and its performance, such as photos, commissioning reports, infrared scans, and I-V curve traces; and manuals and warranties for all System components (collectively "System Information"). If Customer lacks any System Information that Contractor determines is necessary for safe and cost-effective performance of the Services, the Parties may negotiate a work order for Contractor to develop such System Information as Additional Services. If Customer does not provide the actual System manuals and warranties, Contractor shall rely on the most recent published versions of each that Contractor is able to obtain.

(b) Site Access and Safety; System Condition. Customer shall provide clear access and a safe work environment for Contractor and its personnel to perform the Services and notify Contractor immediately of any known problems or concerns that could affect System site safety or access. If Contractor arrives onsite to perform work and discovers unsafe working conditions, Contractor will notify the Customer and initiate a discussion about how to return the site to a safe condition. It is understood that certain tests, maintenance, and repairs require Contractor to disconnect and de-energize the System, resulting in a loss of electricity production and Customer's potential need to purchase replacement electricity from its utility. Contractor may refuse to perform any Services or Additional Services at any time based on its reasonable determination that the System or site are unsafe or unsuitable for the specified work. In any such situation, Contractor shall be compensated for its determination based on the rates for Additional Services rather than any Fixed Fee associated with such Services.

3. NOTICE. Any notice provided under this Agreement shall be directed to the Parties' Designated Representatives and will be deemed to have been received if transmitted by certified mail, or overnight courier service that provides a means to verify receipt, or if it is delivered by email ("Notice Email"), when the recipient, by an email sent to the email address for the sender, or by a notice delivered by another method in accordance with this Section 3, acknowledges having received the Notice Email. An automatic "read receipt" does not constitute acknowledgment of a Notice Email for purposes of this Section 3. Either Party may change its Designated Representative or address by notifying the other Party as provided above.

4. WARRANTY.

(a) Express Warranties. Excluding any refurbished equipment provided by manufacturers in response to warranty claims, Contractor warrants that all materials and equipment furnished shall be new unless otherwise specified. Contractor further warrants that the Services shall be performed in a good and workmanlike manner, of good quality, and free from faults and defects. Contractor warrants its Services against defects in materials and workmanship for a period of one-year from the date of performance. Any equipment supplied by Contractor is warranted exclusively by the applicable equipment manufacturer(s). Title to all equipment supplied by Contractor and associated warranties shall pass to Customer upon Contractor's receipt of payment in full.

(b) Administration of Equipment / Material Warranty Claims. Time and effort are required to process warranty claims with manufacturers of System equipment and materials. Contractor will administer the warranty claim process for equipment and materials installed under this Agreement and equipment and materials that were not installed under this Agreement for an additional fee. Additional time and expenses will be charged as Additional Services.

(c) Disclaimer of Other Warranties. The express warranties provided in this section are exclusive of all other warranties provided by law. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(d) No Performance or Savings Guarantees. The energy production and financial performance of any System depend on factors beyond Contractor's control. These include original System construction, Customer's particular energy demands and utility charges, weather, cloud cover, shading, dust, and grime. Contractor does not make any warranty or legal representation concerning the System's electricity production or financial performance. Any energy production or financial performance estimates provided to Customer are calculations based on industry-standard computer modeling software and are not a warranty or guarantee.

5. RIGHT TO REPAIR. To productively resolve any problems that may arise, Customer agrees to provide Contractor written notice of any claimed deficiency in the Services within two weeks after discovery, together with a reasonable opportunity to investigate and repair the problem. Customer will immediately report urgent problems or defects, including those presenting health or safety risks. Customer's full compliance with these obligations is a pre-condition to Customer pursuing the matter in arbitration or court against Contractor, its subcontractors or suppliers. Contractor will not be liable for any costs or damages that reasonably might have been mitigated or avoided by Customer's timely and complete compliance with the maintenance and repair obligations outlined in this section. This section does not create any Contractor duty or obligation beyond those provided elsewhere in this Agreement.

6. INSURANCE. Contractor shall maintain commercial general liability insurance and auto insurance, each with limits of at least \$1,000,000 per occurrence, together with workers compensation insurance in amounts required by law. Customer shall maintain, or covenants that owner of the real property where the System is located maintains for Contractor's benefit, premises coverage as part of a commercial general liability insurance policy with limits of at least \$1,000,000 per occurrence.

7. INDEMNITY. Contractor and Customer will each indemnify and hold the other Party, its subsidiaries and affiliates, and the directors, officers, agents, employees, successors and assigns of each of them harmless from any losses, liabilities, penalties, damages, expenses, claims, causes of action, suits, and attorneys' fees (collectively "**Claims**") to the proportional extent that any such Claims are caused by their respective negligent acts or omissions, including those of third parties for whom they are responsible. These obligations shall not be limited by insurance and shall survive termination of this Agreement.

8. LIMITATIONS OF LIABILITY. The provisions of this section shall apply: (i) to the maximum extent permitted by law and notwithstanding a Party's indemnity obligations or any other provision of this Agreement; (ii) regardless of the legal or equitable theory advanced; (iii) shall survive termination of this Agreement; and (iv) even when the type of injury or damage suffered was known at the Effective Date or could have been anticipated.

(a) Waiver of Consequential and Incidental Damages. Neither Party, including such Party's shareholders, partners, members, affiliates, principals, officers, directors, managers, employees, and representatives (collectively "**Related Parties**"), shall be liable to the other Party or its Related Parties in connection with the Services or this Agreement for any consequential, incidental or indirect loss or damage (collectively "**Consequential Damages**"). Without limitation, Consequential Damages include lost profits, lost revenues, loss of goodwill, cost of capital, increased operating costs, delay costs, the cost of electricity purchased to make-up for electricity the System may have otherwise produced, or any other special or incidental damages of any kind, including any of the foregoing that were experienced by a

third-party. Each Party, on behalf of itself and its Related Parties, waives any right to assert or collect Consequential Damages from the other Party or its Related Parties.

(b) **Limitation on Damages.** EACH PARTY'S MAXIMUM TOTAL LIABILITY RELATED TO THE SERVICES OR THIS AGREEMENT SHALL BE LIMITED TO AND SHALL NOT EXCEED THE SUM OF THE FEES PAID TO CONTRACTOR UNDER THIS AGREEMENT.

(c) **ACTS OF GOD; FORCE MAJEURE.** Excluding Customer's obligation to pay Contractor for the Services, neither Party shall be liable to the other for any delay or failure to perform this Agreement that is caused by acts of war, terrorism, fire, flood, extreme weather, act of God, pandemic, riots, strike or labor difficulties, acts of any government authority, the unavailability of equipment and materials, or any other matter beyond the Party's reasonable control, provided, however, that Contractor shall notify Customer of any such event within five business days after discovering its occurrence. The time for performing the Services shall be extended by a time period reasonably necessary to overcome the delay caused by the foregoing acts.

9. CONFIDENTIALITY. "Confidential Information" refers to any non-public information that is confidential or proprietary, pertains to a Party or a System, and is revealed by one Party to another in the performance of this Agreement. Neither Party will use any Confidential Information for any purpose except as necessary to perform this Agreement. Except as required by applicable law, neither Party will disclose another's Confidential Information to any third party other than such Party's officers, employees, subcontractors, lenders, attorneys, accountants, advisors, or agents that (i) have a need to know the information for purposes that are not inconsistent with this Agreement, and (ii) have agreed to keep the information confidential or who are otherwise bound by confidentiality obligations at least as restrictive as those provided in this section.

10. INDEPENDENT CONTRACTOR. Contractor's relationship with Customer is that of an independent contractor. No Party shall be deemed the agent, servant, or employee of the other Party

11. NO ASSIGNMENT; SUBCONTRACTING. Contractor may subcontract any part of the Services to others. Customer may assign this Agreement to any person who holds an ownership or security interest in the System. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Contractor may assign this Agreement and its obligations hereunder to (i) any successor to its business by merger or consolidation or to (ii) any party acquiring substantially all of the assets of Contractor used in the performance of this Agreement (each a "Transferee") so long as the Transferee and agrees to assume and perform all of the obligations of the assigning party under this Agreement insofar as performance is to occur after the assignment or transfer.

12. MISCELLANEOUS. Time is of the essence as to the performance of this Agreement. This Agreement constitutes the Parties' entire integrated agreement and supersedes all prior agreements and discussions. No modification or waiver of this Agreement is valid unless written and signed by both Parties' authorized representatives. If any provision of this Agreement is ever held to be unenforceable or invalid for any reason, the remaining provisions shall be unaffected, and this Agreement shall be construed as if the unenforceable provision had never been included. This Agreement will bind and inure to the benefit of the Parties' respective heirs, executors, administrators, successors, and permitted assigns. This Contract may be executed and initialed in one or more counterparts. Faxed, e-mailed, and other forms of electronic signatures are effective and binding as the same as originals.

13. ARBITRATION OF DISPUTES. Any dispute, controversy or claim relating to the Services or this Agreement shall be resolved through binding arbitration administered by the American Arbitration Association or any other arbitration service mutually agreeable to the Parties. Arbitration fees will be divided equally between the Parties. If either Party refuses or fails to name an arbitrator, furnish required payments or information demanded, or participate in the arbitration on or before applicable deadlines, then arbitration may proceed before an arbitrator named by the participating Party, and the arbitrator is hereby authorized to decide the dispute (without the other Party's participation), based on the information

presented to the arbitrator. This duty to arbitrate shall survive termination of this Agreement or either Party's performance of it. The arbitration shall be final and judgment may be entered in any court having jurisdiction. In no event may arbitration be demanded on a claim after the applicable statute of limitation for commencing litigation has expired. The Parties understand that by signing this Agreement they are giving up their right to have the dispute litigated in a court or jury trial. These arbitration rights shall be specifically enforceable under the Federal Arbitration Act at 9 U.S.C. § 1.

14. CHOICE OF LAW; VENUE; ATTORNEYS' FEES. Unless otherwise indicated elsewhere in this Agreement, this Agreement shall be construed and governed according to the laws of the state of Vermont, and the Parties consent to the jurisdiction of that state's state and federal courts. The prevailing Party in any dispute arising out of the Services or this Agreement shall be awarded its attorneys' fees and costs.

Exhibit B

SCOPE OF WORK – 2 PAGES

	<i>Service Name</i>	<i>Service Description</i>
Preventative Maintenance Inspection (PMI) Items		
1	Manufacturer-specific recommendations	Perform all manufacturer-specific recommendations to maintain warranty. Install the latest firmware version to the inverter(s) and data acquisition and monitoring systems.
2	Ballast block inspection	Inspect ballast blocks, including broken, missing, or improperly installed blocks
3	Racking equipment inspection	Inspect for oxidation, corrosion, loose bolts/nuts, clamps, parts. If roof system check the integrity of the penetrations
4	Grounding inspection	Check for system ground faults, Inspect grounding system for corrosion, loose terminations, damage from arcing, etc.
5	Array inspection	Check the PV modules for damage or debris. Include glass face, frame, cells, j-box, back sheet, etc. Report any damage to rack and damaged modules for warranty replacement. Note location and serial number of questionable modules. Check for cleanliness throughout the site-there should be no debris in the inverter pad area or elsewhere. Check for signs of animal infestation under the array.
6	Module torque inspection	PV module visual inspection and spot torque check on 10% of the module hardware.
7	Combiner box physical inspection	Check for water incursion, corrosion damage, debris, rust, or pests. Depending on the size, location, and accessibility of the system to unqualified personnel, the inverters, combiner boxes, and disconnect switches should require tools or have locks to prevent unauthorized access to the equipment.
8	Combiner box electrical inspection	Open each combiner box and check that no fuses have blown and that all electrical connections are tight. Inspect cabling, fuse holders, and fuses for discoloration, signs of arcing, damaged plastic, defects, open circuits, and ground faults.
9	Cable inspection	Inspect cabling for signs of cracks, defects, UV damage, pulling out of connections, touching sharp edges, or being improperly secured; overheating, arcing, short or open circuits, and ground faults. Inspect conduits for proper support, bushings, and expansion joints, where needed.
10	DC disconnect switch inspection	Check proper position of DC disconnect switches. Check for signs of water intrusion, rust, corrosion, etc.
11	Electrical box inspection	Inspect electrical boxes for corrosion or intrusion of water or insects. Seal boxes if required. Check position of disconnect switches and breakers.
12	AC disconnect box inspection	Verify there are no signs of water intrusion, rust, or mineral deposits. Ensure there is no damage or potential damage to the breaker panels, including circuit breakers and cable insulation.
13	Protection device inspection	Visually inspect and if applicable Exercise operation of all protection devices, replace if necessary.
14	Switchgear inspection	Switchgear inspection
15	Monitoring Instrument inspection	Verify accuracy of monitoring instruments (e.g. anemometer, pyranometers) with hand-held instruments to ensure that they are operational and within specifications. Also check mountings and cables for signs of damage or wear. A global horizontal irradiance sensor should be flat, and a plane of array irradiance sensor should be installed to the same pitch and orientation as the array. Irradiance sensors should be cleaned to remove dirt and bird droppings.

16	Racking torque inspection	Racking visual inspection and spot torque check on 10% of the racking hardware (not including module hardware).
17	Physical inverter inspection	Check conduit fittings, inverter covers, racking and mounting. The inverter should be bolted to the structure at all mounting points per the manufacturer installation requirements. Inspect inverter housing or shelter for physical maintenance required if present. Check for torque marks on the field terminations.
18	Electrical room inspection	Inspect electrical room (if applicable) and note any issues impacting the solar PV system
19	Signage and Labeling	Inspect placards and labels to ensure readability and weatherization. If no placards are present, or if some placards are missing, make a note of it and install the missing placards during the maintenance visit.
20	Safety inspection	Confirm location and readiness of fire extinguisher, other safety equipment
21	Take indicative pictures	Take 3-5 pictures of the array for the cover photo of the report
Service		
1	Combiner box torque check	Spot check connections for torque specification
2	Clean/replace air filters	Inspect air filters, clean or replace as necessary
3	Dust cleaning from heat rejection fins	Clean dust from heat rejection fins
4	Check/replace transient voltage surge suppression device	Check/replace transient voltage surge suppression devices
5	AC connection torque check	Verify cables and connections inside inverter AC disconnects are not showing damage and spot torque check
6	Weather sensor inspection	Verify accuracy of weather sensors and meters
7	Check/replace desiccant	Check desiccant and replace if necessary
8	Remote monitoring	Daily Monday through Friday* operations and performance monitoring via web-based Data Acquisition System (*During regular business hours, holiday's excluded)
9	Medium Voltage Scope of Work EXHIBIT G	Will be performed on a cost plus 20% basis through a qualified subcontractor (upon request only).
10	Aerial IR imaging	Perform aerial imaging (either as a direct service or by employing a sub-contractor) prior to the Preventive Maintenance Inspection to better direct PM investigation.
Optional Additional Services		
<input type="checkbox"/>	Vegetation shade management	Determine if any new objects, such as vegetation growth, are causing shading of the array and move them if possible. Remove any debris from behind collectors and from gutters. (either as a direct service or by employing a sub-contractor)
<input type="checkbox"/>	Vegetation management: Mowing	Mowing or other landscape services
<input type="checkbox"/>	Documentation re-creation	If original system documentation is not furnished, contractor to re-create electrical one-line diagram, string/wire map, etc.
<input type="checkbox"/>	Performance / IV Curve Testing	Performance testing measures environmental conditions (at minimum: Date, Time, POA irradiance, Ambient & Module Temperature) and calculates the expected power of the PV string or module. This will then be compared to the desired bench-mark data (\$125/10x DC Strings)

Exhibit C

COMPENSATION SCHEDULE

Contractor's compensation rates for Fixed Fee Services and Additional Services are set forth below.

Fixed Fee amount and payment schedule. Customer shall pay Contractor a Fixed Fee for its performance of the Services during each year of the Term according to the payment schedule and amount specified below:

Term year	Amount and Payment Schedule
Contract Three Year	\$1,476.80. Payment for the annual PM: 30% is due at beginning of the Contract Year and the balance of 70% is due following the performance of annual preventative maintenance services with 30-day payment terms. Payment terms for additional services are 30-day terms. Annual fixed fee and additional service rates increase by 2% annually.

Additional Services. Unless the Parties agree on a fixed price in a Statement of Work for Additional Services, Customer shall compensate Contractor for Additional Services according to the rate schedule below and based on the total number of labor hours, plus Contractor's costs for any equipment and materials marked-up by 15 % for overhead and profit, plus any site visit and per diem charges. Overtime rates apply to labor performed on weekdays from 5 p.m. – 7 a.m. and any time on weekends and holidays. Prices below are subject to change without notice.

Personnel	Regular Time Rate / Hr.	Overtime Rate / Hr.
Licensed Electrician (Subcontracted)	Cost plus 25%	Cost plus 25%
Apprentice Electrician (Subcontracted)	Cost plus 55%	Cost plus 25%
Master Electrician	\$125.00	187.50
Field Service Maintenance Technician	\$120.00	\$175.00
In-House Service Maintenance Technician	\$95.00	\$142.00
Site visit travel charge per person	\$65.00	\$65.00
Administrative	\$90.00	\$90.00
Project Manager or Supervisor	\$120.00	\$180.00
Per diem for Additional Services requiring multiple days to perform	Federal Per diem plus 25%	Federal Per diem plus 25%
Equipment & Materials	Cost plus 25%	Cost plus 25%
Mileage	Federal Mileage Rate	Federal Mileage Rate

EXHIBIT D

EXCLUDED SERVICES

1. Any installation of additional monitoring equipment that may be required if Site conditions change for reasons beyond Contractor's control. Specifically, interference from additions or repairs to the Premises.
2. Parts or equipment that were not specified in the as-built drawings, amendments and change orders thereto, entered into by the Parties, and installed by Contractor or its Subcontractors.
3. In the event that any manufacturer of materials, equipment or similar items relating to any System is not able or willing to honor its product warranty to Company, Contractor shall not be responsible for the costs of any such manufacturer's components.
4. Reactive Service Package is not included in the base price. It is unclear if Customer is requesting a quote for this package and has not defined how many hours, they want this package to cover.
5. Initial setup of onsite DAS equipment is not included in the Base Offer
6. Medium voltage scope of work **EXHIBIT G** is not included in the Base Offer however it will be performed on a cost plus 20% through a qualified subcontractor if requested.
7. IV Curve Tracing is not included as part of the Base Offer however a price for this service has been provided because this appears to be an item that the Customer wanted as an option

EXHIBIT E

SYSTEM MONITORING EQUIPMENT

The revenue grade monitoring system will be used to provide the actual kWh production data from the System. On an annual basis, the monitoring system will be tested to verify that it is operating as intended. Automatic e-mail alerts will be setup within ten (10) days of the execution of each Rider. Automatic e-mail alerts will be issued by the monitoring system if the System goes offline at any time for any reason. Company will be notified of alerts and Contractor will acknowledge the alerts. Contractor will respond as needed to troubleshoot the problem within the timeframe specified in Exhibit C.

Setup, maintenance and administration, via the monitoring system's online or software interface, of alerts and equipment parameters (e.g., string or zone level monitoring, expected energy output per manufacturer specifications, accounting for actual installation characteristics even if different from blueprints) will be responsibility of Contractor.

Exhibit F

Form of Work Order For Additional Services

This work for additional services (the “**Work Order**”) is entered into pursuant to that certain Operations and Maintenance Agreement between Customer and Contractor with an Effective Date of [] (the “O&M Agreement”) Unless specifically noted herein to the contrary, all of the terms and conditions of the O&M Agreement are incorporated by reference into this Work Order and all of the definitions in the O&M Agreement shall have the same meaning in this Work Order.

1. DESCRIPTION OF WORK.

[Insert description]

2. WORK SCHEDULE.

[Insert schedule]

3. FEES AND PAYMENT. Customer shall pay Contractor for its performance of the Services according to the payment schedule and amount specified below:

† Fixed Fee of \$[]

† Time, equipment and materials basis pursuant to the rate schedule in Exhibit C of the O&M Agreement, as such Exhibit may have been amended.

EXHIBIT G

Medium Voltage Electrical System Preventive Maintenance Inspection

Overhead Generator Disconnect and Pole Line Hardware - The S&C group operated overhead disconnect (part # 137364-S1-A2-D-P1-W-S6L) should be maintained in accordance with manufacturer instruction. While the manufacturer has stated that no regular maintenance is required, a visual and mechanical inspection of the overhead switch and the remainder of pole line hardware is expected on a routine basis.

"[Owner] is responsible for maintaining safe and functional systems over the lifetime of the projects it oversees. This responsibility includes a project's medium voltage service equipment, which is designed to safeguard compatibility with the utility system. The most critical part of a regular maintenance program is to ensure all system components are maintained in accordance with **manufacturer instruction in keeping with recommended intervals. For each site visit, both corrective and preventative maintenance logs must be kept recording all actions taken and dates performed, per maintainable equipment. These records must be made available at utility request. A sample 'affirmation letter' is shown in National Grid ESB 755.**

- Main Utility Generator Disconnect Switch, pole mounted on 87-2
- Utility Disconnect Switch 87-4/C-1, group operated and 15kV rated, pole mounted on pole 87-4/C-1; S&C Omni-rupter
- Solid Blade Disconnect, Cooper # L4B3P1A, C-511, pole mounted on C3
- Fused Cutouts, Cooper # L4B1P1A, C-513, on pole C-1
- Myers fused switch with metering, pad mounted
- Cooper PWE Recloser with Form 6 Recloser Control, pad mounted
- Eaton 1250 kVA wye:wye transformer, 13.2KV:480Y/277V (Transformers XFMR-01)
- Overhead Generator Disconnect and Pole Line Hardware
 - The S&C group operated overhead disconnect (part # 137364-S1-A2-D-P1-W-S6L) should be maintained in accordance with manufacturer instruction. While the manufacturer has stated that no regular maintenance is required, a visual and mechanical inspection of the overhead switch and the remainder of pole line hardware is expected on a routine basis.
 - **Required maintenance interval: 2 years**
- Protective relay testing
 - For both preventative and corrective maintenance on the Form 6 relay, refer to the Form 6 Microprocessor-Based Pad-Mount Recloser Control Installation and Operation Instructions section on "Testing." Form 6 recloser controls use extensive self-testing capabilities and feature detailed metering and event reporting functions which lower dependence on routine maintenance testing. Cooper Power Systems recommends doing routine tests at all instances of corrective maintenance (when faults are registered). This includes verifying recloser control is reading AC quantities accurately, by comparing with another line meter. It also includes confirming (through event reporter) that the protective equipment is operating in an expected fashion when events register.
 - If relay settings are modified in the course of preventative or corrective maintenance, the revised setting file should be submitted to the utility for review and acceptance. As required, a written affirmation should be submitted to utility

clarifying the most recent maintenance activities. Any corrective maintenance work on service equipment should involve utility notification.

- **Required maintenance interval: 6 years (per National Grid)**

- Fused Cutouts
 - o Refer to IEEE Std C37.48TM and IEEE Std C37.48.1-2002 standard, Guide for Application, Operation, and Maintenance of High-Voltage Fuses, for maintenance of the HX-CB loadbreak fuse cutout.
 - **Required maintenance interval: - years**
- Recloser
 - o The PWE recloser should be maintained in accordance with the Type PWE, PWVE Three-Phase Microprocessor-Controlled; Installation and Operation Instructions. In accordance with the “Service Information” of the manual, routine visual inspection to check for physical damage and verify proper operation is expected. Cooper Power Systems recommends service intervals determined based on operating and climatic conditions. However, solid-insulated, vacuum-interrupting reclosers should be inspected every 10 years.
 - **Required maintenance interval: 10 years**
- Switch + Metering
 - o The Myers switch and metering should be maintained in accordance with the Eaton_MVS.. In accordance with the “Maintenance” of the manual, routine visual inspection to check for physical damage and verify proper operation is expected. Meyers recommends the switch be inspected once a year or after its rated current interruptions, as specified in industry standard ANSI C37.22. Also the switch should be inspected at first opportunity after it has been closed against a fault current. Insulation (Megger testing), blade alignments, and clearances should be inspected once a year.
 - **Required maintenance interval: 10 years**
- Transformers
 - o The Eaton liquid-filled transformers should be maintained in accordance with the manufacturer’s preventative maintenance instructions. All checks are to cover exterior inspection, inside cabinet inspection, and a dissolved gas analysis. Remedial actions should be performed as directed. Refer to the manual for the full listing of inspection items.
 - **Required maintenance interval: 5 years**

References - National Grid ESB No. 755 – Operations and Maintenance Requirements For Services Above 600 Volts, Form 6 Microprocessor-Based Pole-Mount Recloser Control Installation and Operation Instructions, NOVA 15 Three-Phase Microprocessor-Controlled; Installation and Operation Instructions Three-phase pad-mounted compartmental type transformer installation and maintenance instructions – Cooper Power Series, Cooper PWE Recloser Catalog

Hydraulic Request Form

Town: Waitsfield

Route/Town Highway#:

Old Center Fayston rd.

Center Fayston rd.

Mile Marker / Bridge# / Location:

(Directions From Nearest Town Rte. Intersection, 911 address)

Old Center Fayston rd approximately 1500 feet off of old county rd.

Center Fayston rd approximately 2500 feet from rt 100

Structure Type:

Old Center Fayston rd. Culvert a 4' round was replaced with an 8' squashed

Center Fayston rd. Culvert was a 3' round replaced with a 6' squashed

Structure Size:

GPS Coordinates:

Old Center Fayston rd. 44.20397 N and 72.82014 W

Center Fayston rd. 44.21162 N and 72.81079 W

Pictures (Send via E-mail):

Mark Location:

(On Stake write VTrans Hydraulic Study)

Town Contact:

Name York Haverkamp

Phone 802 496-2780

E-mail townadmin@gmavt.net



Chas Goodman Excavator, LLC

June 4, 2025

Waitsfield Select board

Meadow Bridge VS Pine Brook Bridge

Hi Folks,

Thinking about the meadow Rd Bridge. The access is terrible and really not worth the trouble. My plan would be to scrap the Meadow Rd Bridge and replace the Pine Brook Bridge with a concrete two lane bridge. Take the Pine Brook Bridge down to Lareaus' and have it be a fun tourist attraction. There are two massive I beams under that bridge, which would make it very easy to move.

The Meadow Road Bridge can handle cars and even if it fails, you now have a much better route.

Just a thought.

Also. Are you considering an electronic eyes for the Village Bridge?

Charlie Goodman

Road Commissioner



Washington County Sheriff's Department

Marc P. Poulin, Sheriff
10 Elm Street • P.O. Box 678
Montpelier, VT 05601-0678
802.223.3001 • Fax 802.828.3611

RECEIVED

MAY 12 2025

TOWN OF WAITSFIELD

LAW ENFORCEMENT CONTRACT WASHINGTON COUNTY SHERIFF'S DEPARTMENT AND THE TOWN OF WAITSFIELD, VERMONT

The following agreement is between the Washington County Sheriff's Department and the Town of Waitsfield for the period July 1, 2025 thru June 30, 2026.

Contract conditions include, but are not limited to: furnishing patrols, answering complaints, investigating, apprehending, and preparing for prosecution and final disposition of any motor vehicle violations or criminal laws.

For the purpose of this agreement; "Department" will mean the Washington County Sheriff's Department and "Town" will mean the Town of Waitsfield.

1. The Department will furnish certified Deputy Sheriffs for the purpose of helping to satisfy law enforcement needs within the Town.
2. The fee shall be \$66.00 per hour and will cover all related expenses for the hourly wage of the Deputy including workman's compensation insurance, unemployment, false arrest insurance, forms, supervision and in-service training. Further, the Department shall charge the above hourly rate for patrols, investigation and all Court related proceedings such as conferences with the prosecutor, depositions, attendance at hearings and trials. Overtime and holiday rate will be invoiced at \$99.00 per hour. Mileage will be charged at and linked to the federal mileage rate, currently \$0.70/mile plus \$0.10.
3. The Department will furnish an invoice twice per month, which will state the number of Deputy hours worked and miles driven.
4. The Town agrees to promptly pay said invoice after their first Trustee/Selectmen's meeting for the purpose of approving invoices. **Invoices with a balance due for greater than 45 days will be charged interest of 1.5%/month (18% per annum) on the entire balance due.**
5. Expenses will be incurred by the Town for special equipment, as needed and agreed to by the Town for fulfillment of the duties of the Department.

6. The Department will assist other agencies in an emergency in close proximity and will request assistance if needed.
7. The Town agrees to furnish the Department with copies of all legal ordinances of the Town and make every effort to keep them current and consistent with Vermont laws.
8. The Town agrees to properly sign all highways according to the ordinances and Manual on Uniform Traffic Control Devices (MUTCD) standard.
9. The Town will furnish the Department with any and all legal counsel or advice concerning their Town ordinances after consultation with the Town.
10. The Department agrees to furnish Deputies for _____ hours per week on a regular basis. The hours worked per week will be determined according to contract length and contract amount of \$_____.
11. The Department will furnish extra personnel for emergencies and problems that arise in the Town without being requested and actual costs for said personnel will be billed to the Town.
12. The Department will furnish all other necessary equipment to perform the law enforcement functions, i.e.: radar, portable radios, breath testing equipment, forms, etc.
13. The Town agrees that any personnel or policy problems will be discussed with the Sheriff or his designee and not Deputies on patrol.
14. The Town will contact the Sheriff and/or his designee if they wish a change or special emphasis made to satisfy law enforcement needs.
15. The Town will designate a Board member or administration officer to be a liaison with the Sheriff's office. The parties shall decide, in consultation with each other, what particular police activities should be regularly or specifically conducted.
16. The Department shall remain in control of all discretionary police practices, such as forwarding criminal offenses to the prosecutor and follow-up of evidence of criminal activity.
17. Should any disputes arise under this agreement regarding the quality of, or manner in which police protection is being provided, the parties shall, after written notice review this contract. If agreement cannot be reached, the contract may be terminated.

18. This agreement may be terminated by either party, after thirty (30) days' notice to the other in writing. However, the Town shall remain responsible for payment to the Department at the hourly rate specified above, for all then pending prosecutions as per paragraph #2.
19. Pursuant to Title 24 VSA Section 291 (a), the Sheriff of the Department, as administrator of the contract, shall be entitled to compensation at a rate not to exceed 5% of the total contract value. This administrative fee does not increase the total cost of this agreement.



Marc Poulin, Sheriff

5/4/25

Date

Select board:

Date

TOWN OF WAITSFIELD, VERMONT

Selectboard Meeting Minutes

Monday, May 19, 2025

Draft

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

Staff Present: York Haverkamp, Town Administrator

Others Present: Barbara Chalom, Russell Chalom, John Crown (MRVTV), AnnMarie Harmon (General Wait House Commission), Dori Ingalls (Mad Marathon), Curt Lindberg (Conservation Commission), Kelly Mazur, Gail O'Keefe (Conservation Commission), Alice Peal, Joshua Schwartz (MRVPD)

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).

An update on flood recovery was added; approval of minutes was removed from the Consent Agenda.

2. Public Forum.

Russel and Barbara Chalom requested that the Town provide material to repair the water bars on Dana Hill Road, as had been done two years ago. Mr. Shupe indicated that he would contact Josh Rogers regarding this, but advised that it might not be delivered until the recent storm damages were repaired.

II. Regular Business

1. Meadow Road Bridge & Covered Bridge Contingency.

Mr. Shupe outlined the history of the recent Meadow Road bridge inspections and increasing deterioration of the bridge's condition, explaining that the Town is working with FEMA and VTrans to develop a plan for either repair or replacement of the bridge. Ms. Peal outlined that a study to determine if repair is possible, and a subsequent engineering design, are necessary steps, and that a quote from Dubois and King for that work is approximately \$250K. She and Keith Cubbon (CVRPC) have been looking into funding possibilities, but so far have not found a suitable program for which applications are being accepted. They have also been learning what would be necessary if the bridge needs to be closed, and Ms. Peal explained that a temporary bridge would likely be available for an installation cost plus an additional \$2K per month.

Mr. Shupe and Mr. Haverkamp noted that they, as well as FEMA representatives, believe that the \$250K proposed for an engineering evaluation is an excessive amount, and Mr. Haverkamp indicated that he will work with FEMA at an upcoming meeting to get clarification of what is needed and what an anticipated cost would be.

2. Conservation Commission – Scrag Mountain Trail RFP.

Mr. Lindberg presented information regarding the next phase of Scrag Mountain trail development, noting that an RFP for construction was ready to be published, and that he would provide financial information for the Board once proposals have been received.

Ms. O'Keefe reported that she has applied for funding for the purchase of electronic collars to be used to control the goat herd which will be pastured in knotweed areas this summer, explaining that the group providing the funding/collars expects the Town to purchase the collars at the end of the season if they work well and their continued use is desired. She indicated that her intent is to organize a fundraiser if this is the case, and Mr. Lindberg noted that other funding may also be possible for this project. They requested that the Board approve the initial agreement for the use of the collars.

It was agreed that future RFPs to be published by the Conservation Commission should be included in Selectboard Consent Agendas.

MOTION: *Ms. Ursprung moved to approve the publication of the proposed RFP for the next construction phase of Scrag Mountain trail work. The motion was seconded by Mr. Babbott-Klein, and passed unanimously.*

MOTION: *Mr. Messer moved to authorize the Town Administrator to sign an agreement as outlined for the use of electronic collars for the goat herd being pastured in knotweed areas this summer. The motion was seconded by Mr. Babbott-Klein, and passed unanimously.*

3. Wastewater Update.

Joshua Schwartz highlighted some information from the written report he had provided, noting that this and all previous updates are available on the Town's website. After providing some background information, Mr. Schwartz explained that the project is currently in final design phase, and that efforts are being made to coordinate with plans for Active Transportation Corridor. Current focus areas of the project have been on obtaining easements for pump station locations as well as connections to buildings and beginning the completion of the final design phase, which is anticipated to be completed by the end of January, 2026. He noted that development of an associated ordinance is also upcoming, as well as a determination of what operating costs are expected to be.

Regarding funding, Mr. Schwartz explained that so far all funds expended have been either grant monies or proceeds from forgivable loans, and that more information regarding recent grants applications will be known at the end of June. The team is currently working with USDA Rural Development to design a grant and loan package for the additional funds which will be needed to complete the project.

4. General Wait House (GWH).

Mr. Shupe noted there have recently been multiple issues regarding the GWH to be addressed, and this is in part due to the amount of deferred maintenance being addressed by the newly created GWH Commission, which is helping to move things forward for this community space. Mr. Shupe also noted that he is on the Board of Friends of the Mad River, but did not feel that he was influenced by any financial conflict; nobody objected to his full participation in related discussions.

Connector Space Fees and Rent – It was outlined that the rental fee for this space had been increased as an incentive to have the area cleaned up by the tenants, and that the current fee for the space is more on a per-foot basis than the rent for the interior office space. There was

agreement that the connector area has now been cleaned up and is being used effectively. Discussion then focused on whether the rent should be lowered to equal the rate of the interior space, or be set to a lower amount. It was noted that the space is not heated, but contains an electrical outlet. It was also pointed out that the tools and equipment stored there are in part for community use. There was agreement on the need to balance expenses and a fair rental rate, including the desire for community space in that balance, and the Board asked that the Wait House Commission discuss the matter and propose an appropriate rental rate.

Event Funding Request – Ms. Harmon noted that it had been decided to not schedule any events at this point, so requests have been withdrawn. The Commission will instead be organizing an event for next year's 250th anniversary of the signing of the Declaration of Independence.

It was discussed that the terminology and purpose of the GWH funds needs to be clarified, and AnnMarie requested that the Town's policy related to alcohol consumption on Town property be reviewed.

Projector – Several objections had been raised regarding the proposal to install a shelf at the Wait House to hold a projector, and Mr. Golfman has indicated that a television/screen on a movable platform will be a suitable solution. Board members expressed their support for this 'flat screen on wheels' approach, and indicated that this solution should be pursued.

5. Pocket Park Easement.

Mr. Haverkamp outlined the request for a resurfacing of the Pocket Park's walkway. Ms. Mazur explained that she has been undertaking some of the maintenance of this area, as she owns the adjacent building. She indicated that she is willing to organize the work needed, but requested that the Town provide funding for equipment and materials needed to address issues such as silt build up and walkway maintenance. Other items she has addressed have been weeding of the bricks along the sidewalk and general clean up. It was indicated that some of the work might be undertaken by Steward MRV volunteers, and also noted that the Road Crew is currently understaffed and would not likely have time to do any of this maintenance. Ms. Mazur emphasized that creation of a maintenance plan would be beneficial going forward.

5A. Flood Recovery Update

The reduced size of the Road Crew due to injury and a vacant position was noted, and appreciation was expressed for the work undertaken by the remaining Crew members in addressing the damage due to the prior weekend's flooding.

The communication flow during the flooding was discussed, as well as the potential of an MOU for mutual aid which is potentially being addressed by the MRVPD staff. Mr. Messer also emphasized the need for Valley-wide emergency management plans, and proposed that Butternut Hill be added to the LHMP due to the repeated flooding of that road.

6. Work Plan Overview.

Due to technical issues, the plan that Mr. Haverkamp had been working on was not accessible.

He provided an overview of the software, and will provide a full document for review in advance of the next Selectboard meeting.

7. Selectboard Roundtable.

Mr. Babbott-Klein provided an update on the MRVPD Steering Committee, noting discussions of flood resilience, community development and community spaces, and the PD's 40th anniversary plans.

Mr. Shupe noted that he had heard concerns regarding the Round Up having a smaller area used for the weekly event; it was noted that the organizers intend to reduce the amount of area to be roped off for the events.

8. Town Administrator Update.

Mr. Haverkamp outlined the suggestion for including the installation of insulation at the Wait House during the roofing work which is scheduled, and noted the cost associated with two types of insulation – standard fiberglass batting and rigid foam insulated plywood panels. It was agreed that the rigid foam is the better solution, and also agreed that the roof color should be a grey that best resembles aged cedar.

MOTION: *Mr. Messer moved to approve the installation of rigid foam panel insulation at the Wait House as part of the upcoming roof replacement, at an estimated cost of \$8000. The motion was seconded by Mr. Babbott-Klein, and passed unanimously.*

Mr. Haverkamp also reported on the following:

- Miles Jenness is drafting plans for the installation of a 'headache' bar to prevent over-height vehicles from entering the covered bridge, as these features now appear to be allowed by VTrans.
- A policy related to damage caused to Town property will be drafted as time allows.
- Street sweeping is planned for the coming week.
- He is ready to move forward with TextMyGov set up if the Board would like to proceed.

9. Approval of Minutes

The minutes of April 25, 2025 were amended and approved.

III. Consent Agenda.

Earlier in the meeting, Dori Ingalls had briefly provided some information about the widespread recognition of the Mad Marathon and registration numbers. The potential paving of the Crosspoint roadways had been mentioned, as well.

APPROVAL: *A motion to approve the Consent Agenda passed unanimously.*

- Approve Minutes of May 5, 2025
- Approve Bills Payable and Treasurer's Warrants
- Approve Annual Notice to previous dog license registrants who have not yet renewed
- Approve Festival Permit for Mad Marathon for events scheduled for July 11 – 13, 2025
- Approve Tax Map Maintenance Contract with Cartographic Associates, Inc (CAI Technologies) for 4/1/25 – 3/31/26
- Approve Letter of Intent for SFY26 Municipal Road Grants-In-Aid Program
- Approve Liquor License Outdoor Consumption Permit for Twisted Halo

180

181 **IV. Other Business**

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

183 **V. Executive Session**

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

186 The meeting entered Executive Session at 9:00 pm and returned to open session at 9:05 pm.

187

188 **MOTION:** *Mr. Messer moved to hire Chad Guyette to the Road Department under the terms*
189 *discussed. The motion was seconded by Ms. Ursprung, and passed unanimously.*

190 **VI. Adjourn**

191 The meeting adjourned at 9:06 pm.

192 Respectfully submitted,

193 Carol Chamberlin, Recording Secretary