

TOWN OF WAITSFIELD
SELECTBOARD MEETING AGENDA
Monday, August 11, 2025 | 6:30 PM
Location: Waitsfield Town Office
(Please see access details below)

I. Call to Order – 6:30 PM

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

II. Regular Business

A. Agenda Adjustments

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

B. Public Forum

- Open for public comment
-

III. Business Items

A. Waitsfield Historical Society

- Review of letter requesting no rent for their office in the General Wait House

B. Green Mountain Valley School (GMVS) – Sam Jackson

- Presentation regarding September event

C. Town Garage RFP

- Review of draft RFP and Discussion

D. Garage Sale Ordinance

- Consider beginning the process of amending or fully repealing the ordinance

E. Short-Term Rental Process

- Consider a motion to task the Planning Commission with beginning the process for short-term rental policy development

F. Road Crew Items

- Ventrac brushhog quote – \$5,789
- Dana Hill/Kingsbury grading quote – \$3,460

G. Path Co-location Engineering Grant

- Consider authorizing York Haverkamp to sign the grant and related documents

H. Traffic Ordinance Updates

- Consider speed limit adjustments and
- potential vehicle weight limit for Great Eddy Bridge

- 36 • Signage – One vehicle at a time for Covered Bridge

37 Amendment potential for the 2007 traffic ordinance (included in meeting packet)

40 **IV. Consent Agenda**

41 A. Items for Approval

- 42 1. Minutes of July 28, 2025
- 43 2. Bills Payable and Treasurer's Warrants

45 **V. Selectboard Round Table**

- 46 • General updates and discussion

48 **VI. Town Administrator Report**

50 **VII. Executive Session – Litigation & Cybersecurity**

51 Pursuant to 1 V.S.A. § 313(a)(1)(E) and § 313(a)(10), the Selectboard will consider a motion to enter into
52 executive session to discuss:

- 53 • Pending or probable civil litigation to which the public body is or may be a party, as premature public
54 disclosure would place the municipality at a substantial disadvantage; and
- 55 • Information and records that are confidential because they relate to the public body's security or
56 emergency response measures, the disclosure of which could jeopardize public safety.

58 **VIII. Adjourn**

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

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

64 **Meeting ID: 820 5611 7089**

65 **By phone: 1 (929) 205-6099**

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

Town Administrator Report

August 11, 2025

The past two weeks since our last Selectboard meeting have been a testament to how quickly time passes when we're all working together. Preparing agendas, compiling reports, and assembling meeting packets is a continuous, fast-paced cycle. At the same time, thanks to the commitment of our Town staff and the many dedicated volunteers serving on commissions, an impressive amount gets accomplished between meetings. I want to extend special thanks to Charlie Hosford, who recently trimmed trees around the Town Office, and to our road crew for removing the resulting piles of branches.

Thank you and Peace

York Keith Haverkamp

Waitsfield Historical Society

Included in this week's packet is a letter from the Historical Society, dated July 30, 2024, regarding the ongoing financial situation at the General Wait House (GWH).

Synopsis of Waitsfield Historical Society Letter (July 30, 2024)

The Waitsfield Historical Society wrote to address ongoing financial concerns regarding the General Wait House. The letter highlights that rental income from non-profit tenants has not kept pace with rising utility and maintenance costs, resulting in a persistent deficit. The Society notes its historical rent-free arrangement, emphasizing this is standard practice for local historical societies and reflecting its significant financial contributions to the Wait House's purchase, furnishings, and improvements over the years.

The letter outlines the Society's active role in fundraising, renovations (notably the Carriage Barn), and recent efforts to assist with maintenance, such as paying for tree removal in preparation for a new roof. They respectfully request that the Historical Society's rent-free tenancy be continued and commit to supporting future fundraising as able. Additionally, a check is included to cover a recent tree service expense.

Community Feedback on Waitsfield Historical Society Rent

From Gib Geiger: (Full letter at the bottom of this report)

Mr. Geiger wrote in support of the Historical Society and the GWH, sharing personal stories of visitors drawn to the museum and his own family's historic ties to General Wait. He emphasized the broader value the Society brings to the town and detailed his extensive volunteer work, including restoring 40 shutters and donating over 100 hours of labor. He suggests his donated time might be considered in evaluating the Society's rent, and encourages the Selectboard to appreciate the revitalized GWH.

From AnnMarie Harmon: (Full letter at the bottom of this report)

Ms. Harmon provided historical background on the Society's rent exemption. The GWH Commission previously based rents on direct expenses and determined that repairs would be funded separately. She

emphasizes that exempting the Society from rent may require contributions by taxpayers or other tenants to offset the cost. While the Society's stewardship and document archiving are valuable services, she recommends a review by the Town Treasurer to ensure fairness for all tenants and prudent allocation of GWH funds.

GMVS Event Request

Sam Jackson of GMVS seeks approval for a school adventure event traversing Waitsfield and neighboring towns on September 12. The event involves running, hiking, and biking, starting and ending at the GMVS campus. Coordination with EMS and town departments is ongoing to ensure compliance and safety.

Consider motion:

- "I move to approve the use of town roads for the GMVS school adventure event on September 12, pending compliance with all local requirements and coordination with EMS."
-

Town Garage RFP Draft

Thanks to Charlie Goodman and Josh Rogers I have included in this meeting packet a draft for a Town Garage RFP.

Garage Sale Ordinance

Included in the packet are two versions of the Garage Sale Ordinance for the Selectboard's review. Both documents contain essentially the same regulations with only minor differences. The most notable distinction is that the first document provides detailed information about the 1979 amendments, whereas the second document simply lists the adoption and amendment dates without further explanation.

If the Selectboard wishes to initiate the process of repealing the ordinance, I am prepared to outline the necessary steps and bring a proposal to begin that process at the next Selectboard meeting.

Short-Term Rentals

It is time for the Selectboard to address short-term rentals in Waitsfield.

Consider motion:

- "I make a motion that we ask the Planning Commission to start working on a process for a short-term rental ordinance."
-

Road Crew

Each year, the Town contracts several brush hogging jobs. Two key areas include the Water Department's property, where brush hogging is performed three times annually around the well house and tank, and the area around the Town's solar array at the Town garage. With the Road Crew now fully staffed at four positions, Josh Rogers believes the crew is prepared to take over these brushhogging tasks that were previously contracted out. To support this, the purchase of a brush hog attachment for the Ventrack is quoted at \$5,789. (quote in the packet)

Additionally, Josh contacted Kingsbury for a quote to grade Dana Hill Road. The quoted price for this grading work is \$3,460. (quote in the packet)

Active Transportation Corridor Grant Opportunity

Dubois & King estimate the design cost for the Path/Wastewater co-location project at \$210,000. Sam Robinson and Misha Golfman propose applying for the Federal Rural and Tribal Assistance (RTA) Program Grant, which covers planning/design for transportation projects. Applications open September 8, and require no local match. Awards range from \$250,000-\$2.5 million with up to 36 months to complete project work.

Grant program can support:

- Financial analysis
- Preliminary engineering and feasibility studies
- Regulatory/legal framework analysis

Consider the Motion: "I make a motion that we authorize York Haverkamp to sign the grant and any related documents on behalf of the Town, with the understanding that York and the Selectboard will review and approve the proposal together as a second set of eyes before finalizing."

Covered Bridge

Miles Jenness of Vermont Timber has twice inspected the covered bridge, noting softening in some horizontal beams supporting the floor. He recommends a spot inspection prior to further work. I have contacted VTrans regarding next steps. Miles is also completing plans for the header bar, as were discussed previously.

- There is currently approximately \$2,000 in the covered bridge reserve fund.

Farley Park

Charlie Goodman provided a new drawing for the planned parking area. VTrans has responded about the curb cut permit process for the driveway access to Route 100 - Which I will begin next week.

Municipal Energy Resilience Program (MERP) Mini-Grant

We recently discovered a \$4,000 MERP mini-grant awarded last summer, thanks to outreach from Meg Fuller at VTrans. I have contacted CVRPC, thanks for the help Brian and Larissa, to see where we are with this grant as they are an identified partner. If the funds have not be spent Meg supplied a list of what other Towns have done - Options for use include hosting energy events, educational mailers, consultant services, energy planning, window insert purchases, or community meeting expenses (including refreshments).

VTrans Permitting

I'm working to obtain a VTrans 1111 permit for the RRFB and sidewalk connecting the Carroll Road boardwalk to the crosswalk. The warrant includes the RRFB purchase, with the anticipated 10% discount. The 1111 permit request is included in the packet.

Grants in Aid

Ashley Andrews from VTrans and I recently discussed this year's Grants in Aid package, which totals just under \$10,000 and runs through September 30. Our Road Foreman, Josh Rogers, is actively collaborating with Ashley to identify and prepare segments of Ski Valley Road for improvements eligible under this grant.

Executive session

Consider making motion

"I move that the [Board/Council/Committee] enter into executive session pursuant to 1 V.S.A. § 313(a)(1)(E) to discuss pending or probable civil litigation to which the public body is or may be a party, and pursuant to § 313(a)(10) to discuss public body security and emergency response measures, including cybersecurity, the disclosure of which could jeopardize public safety. Premature general public knowledge of these matters would clearly place the municipality at a substantial disadvantage."

Respectfully

York Keith Haverkamp

Letter from Gib Geiger

Hope all is well, and you're able to enjoy this summer, a bit. I understand there is a SB meeting Monday, and there's going to be a discussion about the Historical Society and its rent fee?

I'd like to share my thoughts on this. This summer, as I've worked to repair the building, to get it painted, and the new roof on, I was amazed at how many folks come to visit the GWH, and tour through

the museum. Folks from all over the US, and beyond, who have some kind of direct, or indirect connection with General Wait. Not just Benjamin Wait, but Perry Joslin, who lived in the GWH during its existence. Joslin was a an extended family in the Valley, and the farmhouse that I lived in was, originally built by I believe Perry Joslins father.

As I tried to stay ahead of the painter, and the roofers, making repairs to the building, I was often stopped by these folks, to hear their stories, as I anxiously fidgeted to get back to work! These same folks were staying nearby in the Valley, and shopping, and I'm sure will return, again and again.

Personally, I feel the Historical Society is a very important feature in our town, and is one of the reasons I decided to get involved in getting the GWH back to her original beauty. One other reason is my own connection to the Benjamin Wait. My Dads mom was a Wait, and I forget exactly how many times removed, my great,great, great, great Uncle Benjamin is related to me! But it's been kind of cool putting the house back together, knowing (and feeling) this connection.

I feel the Historical Society should not be charged a rent, or at the very least one that would just cover some basic costs to be there. I've donated over 100 hours so far (@ \$65.00/hr = \$6500) and repaired and rebuilt 40 shutters, (with the help of Marty DeHeers) These shutters new are over \$500.00 a pair, so that's about \$20,000 in savings there. I'm happy to donate my time to keep the building in great shape, and running efficiently, and will continue for as long as I can. So maybe you can put my donated time, towards the cost of their rent.

Anyway, there's my two cents, and I hope you all slow down and look at the new facelift on the GWH, when you drive by, and smile. She really is a beauty as you drive into town, or as you leave.

Thanks! Sincerely,

Gib

Letter from AnnMarie Harmon

It is my understanding that there are members of the Waitsfield Historical Society who are requesting to be exempt from their monthly rent. This email is to provide historical context and to serve as a reminder of the process the GWH Commission went through to come up with the current rent structure. As a part of the GWH Commission charter, the commission is charged with making recommendations to the Selectboard regarding leases and rents. Last year, the commission took the total of the direct expenses and divided it up by square footage of space for each of the tenants. It was decided that the rents would only cover the direct expenses and that the commission would raise the money needed for repairs and restoration and any other modifications.

Now that we have a town treasurer, it would be reasonable for him to review the rents to confirm that they do in fact cover the average monthly expenses as they vary from month to month. Of course, if the WHS is not included, then the rent amounts would increase for the other four tenants. The other alternative is to have the town (tax payers) pay the \$310 per month to cover the WHS's rent. I do not recommend that the rent of the WHS be paid by the GWH reserves as that would not be fair for the other tenants.

The history is basically that originally the WHS was exempted from paying rent after the town purchased the building because (in the late 1990's) they raised \$50,000 towards the sale. This information can be found on the WHS's website. The Task Force Committee for the GWH (that I was also a member of in 2021) searched for the documentation of this arrangement to be exempted from rent and could not find any. What we were told by the members of the WHS at the time was that they were exempt in exchange for taking care of the building for the Town of Waitsfield. The committee calculated how much the WHS would have paid had they been paying rent since 2000 and it was over \$100,000. Currently, the commission--not the WHS-- is charged with managing the maintenance and future planning of the GWH.

The decision to exempt the WHS would take into consideration what they provide for the Town of Waitsfield. Certainly, they provide the storage and upkeep of the Town's historical documents and there is a value in that service. I hope this information has been helpful for the Selectboard.

Sincerely,

AnnMarie Harmon

Chair GWH Commission



WAITSFIELD HISTORICAL SOCIETY

General Wait House

P. O. Box 816

Waitsfield, VT 05673

Understanding our past is vital as we prepare for the future

July 30, 2024

Dear Members of the Waitsfield Selectboard,

This letter comes to you on behalf of the Waitsfield Historical Society.

We are aware that the Gen. Wait House has had a financial deficit over the past several years. The rents received from the non-profit organizations, housed on the second floor since 1997, no longer cover the total monthly expenses as was the original plan. After thirteen years from 1997, in 2010 an 8.35% increase was imposed and then fourteen years later, after several changes on our Selectboard, rent increase has been discussed as a “dire need”. Within that period of time, increases in all utilities have increased more than previous years. The non-profit organizations consist of three towns, not just Waitsfield, therefore the deficit should not fall only on our town funds.

From day one of all organizations moving into the Wait House after renovation in 1997, it was written in the Town plans and in our Historical Society lease, our space was “donated” to us (or no charge). The Museum also was a given as a room to be managed by the Historical Society-at no rent. It seems to be the norm for Historical Societies in any town where I have spoken to Board members.

You are probably aware that we guaranteed \$50,000 (and came through), to help the town with the purchase of this oldest Historical building in our town. We were also requested to furnish the Meeting Room and the kitchen, which all tenants use, for an additional few thousand dollars.

In 2007 the Historical Society requested to have a contract with the town to start cleaning out & making repairs to the Carriage Barn (to start with) to make it a place for community events & meetings. We had fund raisers and a donation container at all our events to help cover future repair costs to us. We received that contract, and by 2010 we had a grand opening of a “Wine & Cheese Party” for all to see what we accomplished with the donations we received. We spent just shy of \$11,000 to make the Carriage Barn usable. We started having events for the community and visitors at our expense. We continued fund raising to be able to move next onto the Dairy/Horse barn but it needed basic renovation/stabilization before we could start. In other words, a Grant. Also we were told by the Town Selectboard we were not to charge anyone who asked to make use of the Carriage Barn as it was for the community.

In this past year it was discussed the Town was looking in to replacing the roof on the Wait House (as per the Brad Cook Report of 2021). The Historical Society put out requests for donations to help with this through a Valley Reporter article, envelopes at Town Meeting and in our Newsletter. With what we received, knowing that the trees would need to be removed before a roof replacement took place, our Board of Directors agreed to offer to get an estimate and to pay for tree removal, (roof replacement was quite a bit off from our collected funds!). The Historical Society Board members have always cared for the condition of the Wait House and reported when they were aware of needs.

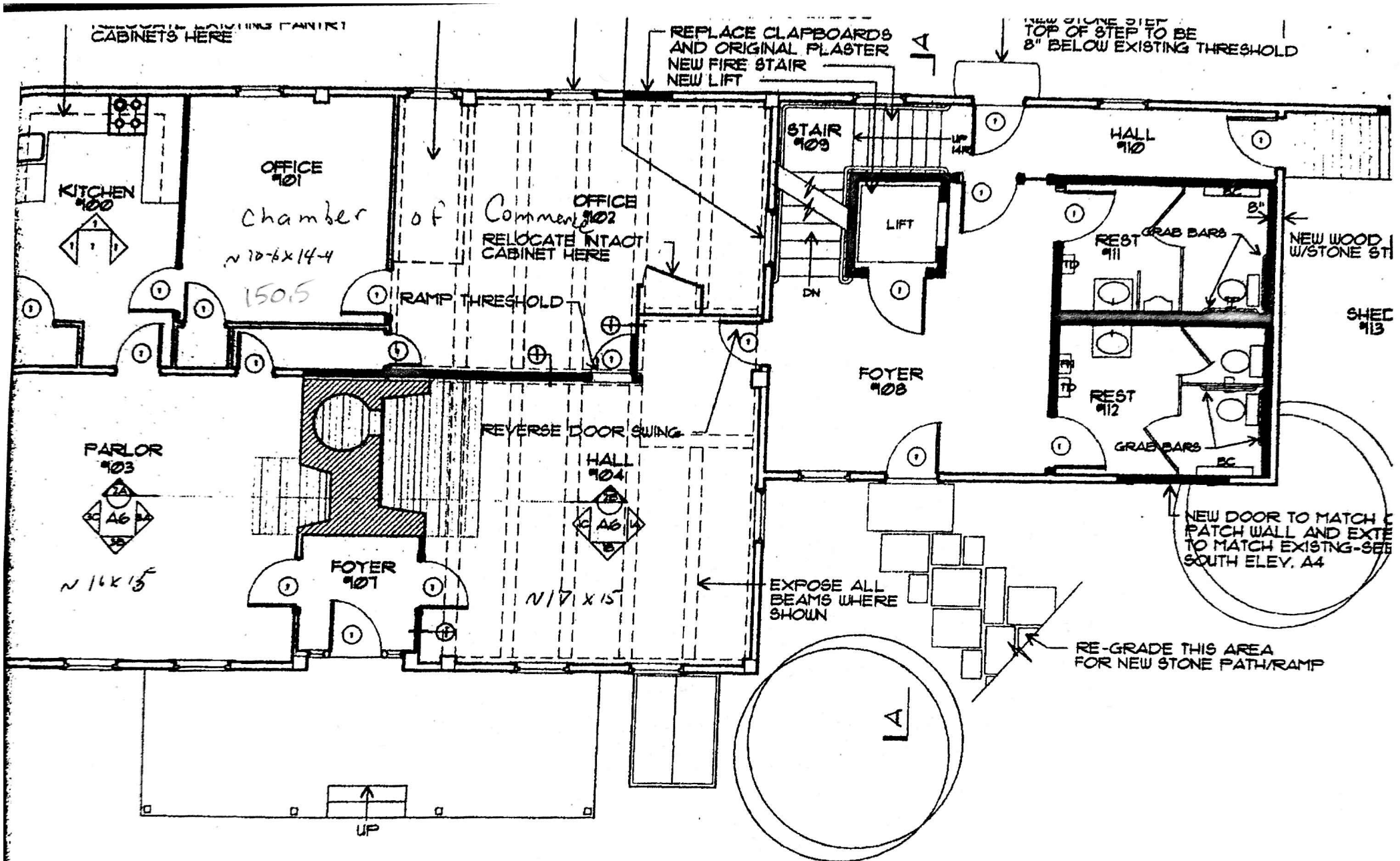
With all considered, with the efforts of the Historical Society since moving into to the Wait House in 1997 and helping in ways we were capable of, we request that you will continue to have us remain rent free, a non-paying Life Tenant. We will help the Wait House Commission in the future to do fundraising for Wait House needs as we are able.

I have been a member of the Historical Society since 1999, was asked to join the Board of Directors in 2009 and served in most positions since through the years.

We are including our check for \$2,450 to cover the Whitney Tree Service bill as we made arrangements with you at a Selectboard meeting back in October 2023, before the Wait House Commission was formed.

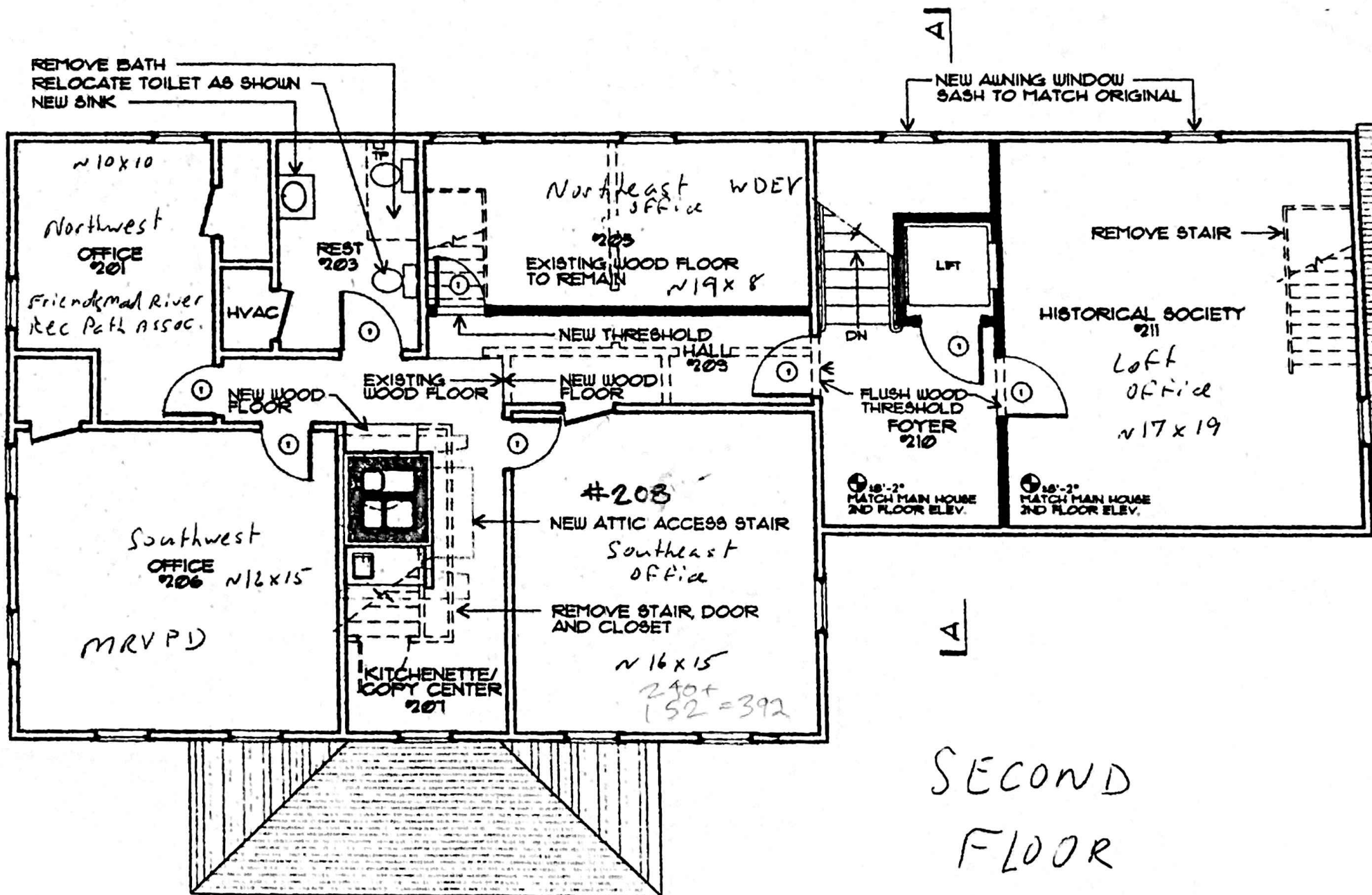
Very sincerely,

Lois De Heer
President Waitsfield Historical Society



FIRST
ST FLOOR PLAN

NEW WALLS



SECOND
FLOOR

OFFICE LEASE AGREEMENT

TENANT

Waitsfield Historical Society
4061 Main Street
Waitsfield, VT 05673

LANDLORD

Town of Waitsfield
Administered by:
The General Wait House
Commission 4144 Main Street
Waitsfield, VT 05673
Chair: AnnMarie Harmon 802-371-9997
annmarie@madriver.com
Maintenance issues: Fred Messer 802-793-2238
fmesser0@gmail.com

PURPOSE

The purpose of this Office Lease Agreement is to make sure that both parties are aware of their responsibilities in this agreement. Here are the lease property details:

Lease **Property Type: Commercial, nonresidential**

Lease Property Description: **Room Designation: 101, 102, and 104**

parking area, office entrance, co-use of conference room & kitchen. Room 102 is suitable for an office and no other use.

Lease Property Address: **4061 Main Street, Waitsfield, VT.**

TERM

This Office Lease Agreement will start on _____ 01, 2025 and will run until December 31, 2025. This office lease agreement will automatically be renewed on each anniversary of the start date (January 01 of each subsequent year.)

PAYMENT

The monthly rent is **\$310** (\$1.25 per square foot)

Rent is due on the first of every month without notice.

The selected payment method is **Check or electronic money transfer.**

The Landlord reserves the right to increase the rent payment once per year at the beginning of each annual lease term, with three months prior written notice to the tenant.

The Landlord will provide a receipt upon request for every payment. If requested, a printed copy will be provided or a digital copy will be sent to the tenant's email.

Room#	Square Footage	Price Square Foot	Total
101	150	\$0	\$0
102	250	\$1.25	\$310
104	275	\$0	\$0
TOTAL			\$310

PREVIOUS LEASES AND AGREEMENTS

All previous leases are hereby superseded. Any and all agreements, memorandums of understanding, and such, whether written or verbal, are null and void.

UTILITIES AND TAXES

The landlord agrees to pay for all utilities and property taxes except for telephone service. Landlord shall pay for snow removal and lawn and grounds upkeep.

ALTERATIONS

Alterations and upgrades of any kind and or hardware component of the leased property is not allowed without written permission from the Landlord.

INDEMNIFICATION

The Landlord will not be liable for any expense, damage, or loss to any person or Tenant's property.³

The Landlord will not be liable for theft.

The Landlord will not be liable for any injury, illness, or damage to other persons.

INSPECTION, REPAIRS, MAINTENANCE

Major repairs or issues with the leased property will be handled by the Landlord. The Landlord has the right to perform an inspection of the leased property provided that the given date and time are shared with the Tenant.

SUBLETTING

The Tenant is not allowed to assign the ownership, responsibilities, or commitment of the leased property. The Tenant is not allowed to sublet the leased property.

OTHER RULES

Number of People: The leased property should only be used by the specified number of people when this agreement was signed. Overcrowding of the leased property can lead to a warning or eviction.

Smoking: Smoking, including the use of vaping systems and electronic cigarettes (E cigarettes) is prohibited anywhere on the premises.

Pets: Pets are allowed if they will be limited, and the Tenant will be responsible for handling them. A separate document policy will be provided and needs to be signed prior to pets being allowed on the property. Also, written consent from the Landlord is required. If there is an issue of any kind, the dog will not be permitted on the premises. Dogs must have a current registration and must have up to dated vaccines.

Additional Costs: The tenant shall not purchase any product or service which will require a financial obligation to the Landlord. If doing so, the tenant assumes full financial responsibility.

Laws: Tenant will abide by the laws of the State of Vermont, local ordinances/directives and zoning regulations.

Trash: Landlord is responsible for providing trash and recycling removal services.

Respect: The Tenant should respect the property, neighbors, landlord, and any personnel in the vicinity of the property.

Visitors: Visitors are permitted to visit the rental property and common areas.

Other Activities: The Tenant agrees not to perform any illegal or unlawful activities on these premises. Activities other than normal office space usage requires a written request for, and the approval by, the General Wait House Commission, two (2) weeks in advance.

Common Areas: Common areas are not storage areas. As such, there are to be kept clear of all items and materials at all times.

Air Conditioning Units: No window mounted AC units are to be used. Freestanding units within the office space only.

Barns, Sheds and Grounds: The barn, sheds and grounds and any and all parts thereof shall not be used for storage of any type by the Tenant. Short term usage of these spaces requires a request submitted four (4) weeks in advance to be approved by the Landlord. The GWH Commission shall provide a standardized request form and procedure for approval. Proof of liability insurance shall accompany the request for any activities proposed to be conducted anywhere on these premises.

Basement: The basement shall not be used for storage.

PHYSICAL SECURITY

A key will be provided to the tenant at the time of the execution of this lease. Lost keys require lock set

replacement to ensure continued security. A fee of \$100 will be imposed for a new lock set and its installation. One key will be secured at the municipal building by the Town Clerk.

INSURANCE

The Landlord will be responsible for the insurance of the leased property including the building structure and the elements that are pre-built or pre-installed prior to the tenant. The Tenant will be responsible for the insurance of his/her personal belongings, consumables, or anything that belongs to him/her. The Tenant shall provide Proof of Liability insurance to the Landlord in advance of any activities that they are expecting to conduct on the GWH property.

DEFAULT

Tenant shall be in default of this Lease if Tenant fails to pay rent, fulfill any lease obligation, or comply with any lease term by which Tenant is bound. If Tenant fails to cure any such default within 30 days after written notice of default is provided by Landlord to Tenant, Landlord may terminate this lease and take possession of the Premises without further notice (to the extent permitted by law).

The Tenant is not allowed to assign the ownership, responsibilities, or commitment of the leased property. The Tenant is not allowed to sublet the leased property.

AMENDMENT

No modification or change of this **Office Lease Agreement** shall be considered valid unless made in writing and agreed upon by the involved parties.

GOVERNING LAW

This **Office Lease Agreement** shall be governed under the laws of the State of Vermont.

SIGNATURE

By signing below, you agreed to the terms and conditions, payments, and all the content of this Office Lease Agreement.

TENANT SIGNATURE

TENANT NAME PRINTED

Date _____



LANDLORD SIGNATURE

AnnMarie Harmon

LANDLORD NAME PRINTED

Date 1/28/2025



TOWN OF WAITSFIELD

REQUEST FOR PROPOSALS

Waitsfield Town Garage

Conceptual Design and Cost Estimating Services

Project Overview

The Town of Waitsfield is seeking proposals from qualified firms or professionals to provide conceptual design and cost estimating services for the planning of a new Town Highway Garage. This work will support the development of a conceptual building layout and preliminary construction cost estimate, helping the Town prepare for future design, budgeting, and potential bond vote.

This RFP is limited to early-stage design support and conceptual-level services. Full architectural/engineering (A/E) services, permitting, bidding, and construction administration are not included in this contract.

Any questions can be sent to, York Haverkamp Waitsfield Town Administrator

townadmin@gmavt.net or

(802) 496-2780

Project Background

The Town is evaluating options to replace its aging highway garage at 761 Tremblay Road. The proposed site is served by municipal water, and a new septic system is anticipated.

An initial hand sketch of a potential layout is available (see attached). The concept envisions a steel-frame garage approximately 146' x 60', with:

- 8 front-facing equipment/truck bays
- 1 additional side bay (wash bay)
- Dedicated interior space for chipper/mower storage
- Shop, storage, office, and breakroom space
- Heated slab flooring



TOWN OF WAITSFIELD

The Town seeks professional support to refine the conceptual design and develop reliable cost information to guide next steps.

Scope of Services

The selected consultant will provide services to:

1. Conceptual Site and Building Layout
 - Translate the preliminary sketch into a professional, scaled site and building layout drawing suitable for presentations.
 - Recommend improvements to site circulation, spatial layout, or basic structural options.
2. Preliminary Construction Cost Estimate
 - Develop a conceptual-level construction cost estimate using localized materials and labor rates.
 - Provide cost ranges for optional features:
 - Radiant heated floors
 - Foam insulation vs. alternative insulation types
 - Septic system installation
 - Wash bay installation
3. Summary Report
 - Prepare a brief report including:
 - Conceptual building layout (PDF)
 - Estimated total cost and optional cost items
 - Key design considerations and potential phasing options
 - A high-level construction timeline for planning purposes

Timeline

- RFP Release: DATEXXX



TOWN OF WAITSFIELD

- Proposals Due: DATEXXX
- Selection and Award: DATEXXX
- Draft conceptual design and cost estimate: Approximately 6–8 weeks after award

Submission Instructions

Submit proposals (PDF format) to: York Haverkamp, Town Administrator

Email: townadmin@gmavt.com | york.haverkamp@waitsfieldvt.gov

Proposal Requirements (10-page limit)

- Firm/individual background, qualifications, and relevant experience
 - Examples of similar municipal garage or public works projects
 - Proposed approach and methodology for this scope of services
 - Sample deliverables (conceptual plan or cost estimate example, if available)
 - Fee proposal (lump sum preferred or hourly with estimate)
 - Proposed timeline and availability
-

Additional Notes

- The Town reserves the right to reject any or all proposals. Procurement policy link:
https://www.waitsfieldvt.gov/fileadmin/files/Policies/Purchasing_policy.pdf?3e651a9a4b8b0a9944a92de3df35921492331e26
 - Selection under this RFP does not guarantee future phases of project work.
-



TOWN OF WAITSFIELD

One-Page Summary (For Posting)

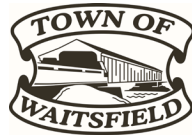
Town of Waitsfield – Request for Proposals

Conceptual Design and Cost Estimating Services – Town Highway Garage

The Town of Waitsfield seeks proposals from qualified professionals or firms to assist with the conceptual design and preliminary cost estimating of a new Town Highway Garage. The selected consultant will refine a preliminary building layout (8 front bays + 1 side bay), and develop cost information to guide future project phases.

- Proposals Due: DATEXXX
- Submit To: townadmin@gmavt.com or york.haverkamp@waitsfieldvt.gov
- Scope: Conceptual layout development, cost estimating, and summary report for Town planning and decision-making.
- Proposal Contents: Qualifications, relevant experience, example deliverables, fee proposal, and timeline (max 10 pages).

For the full RFP document, contact the Town Administrator or visit [Town Website Link](#)



TOWN OF WAITSFIELD

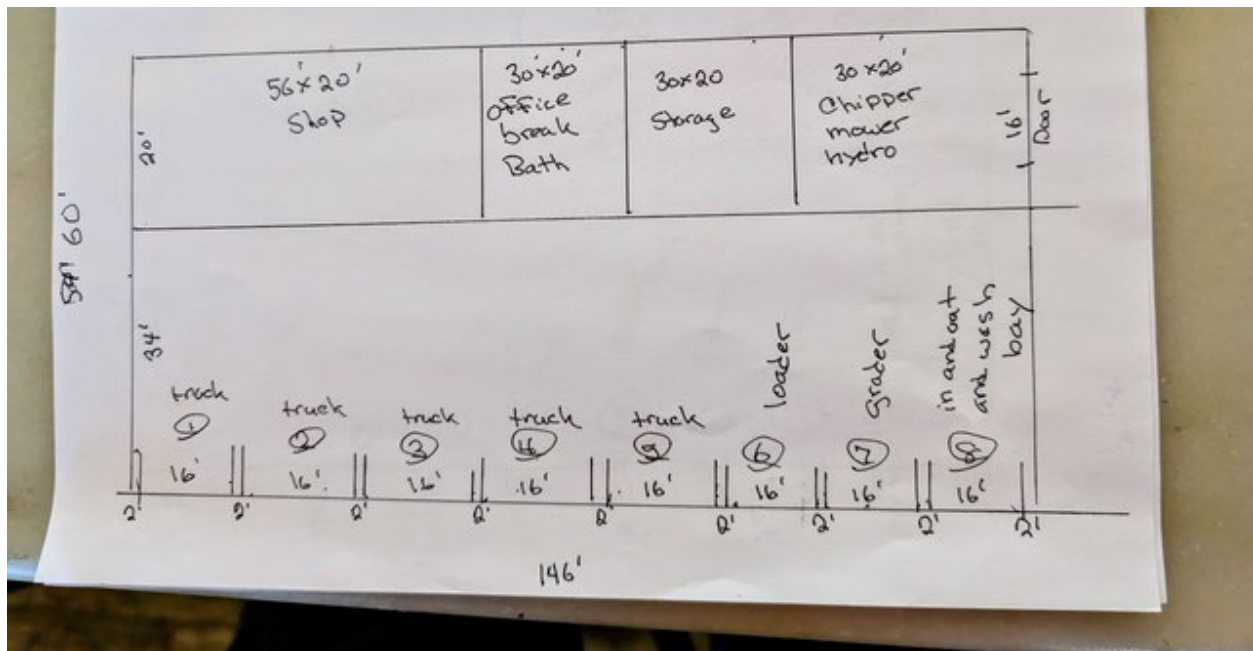
146'x60' 8,760 square feet

Steel building

Foam insulation

Heated Floor

New septic





TOWN OF WAITSFIELD

TOWN OF WAITSFIELD
GARAGE SALE ORDINANCE

Section 1. Definitions.

A. "Garage sale" shall mean and include all casual sales of personal property open to the general public and generally denoted by the term "garage sale," "attic sale," "lawn sale," "flea market sale," or similar phrase.

B. "Casual sale" for the purpose of this Ordinance shall mean sales at which more than six items are displayed or available for sale at one time.

Section 2. License for Sale Required.

A. It shall be unlawful for a person, group, organization, firm or corporation to conduct a garage sale in the Town of Waitsfield without first obtaining a license to do so from the Town Clerk.

B. Except as hereinafter provided, only two (2) such licenses may be issued within any one calendar year for a total period of four (4) days for any particular premises. No such license shall be issued for a period of more than three (3) days, which days shall be consecutive.

Section 3. Application for License.

A. Application for a license shall be made to the Town Clerk at least five (5) days prior to the commencement day of the sale.

B. The application shall be made on a form provided by the Town Clerk and shall be completed with the following information:

- a. Name of applicant conducting sale.
- b. If the sale is for charitable purpose, name of charity organization.
- c. Location of the sale.
- d. Name of owner of property and written consent of such owner, if the applicant is other than the owner of premises.
- e. Date or dates of sale.
- f. Whether sale was previously conducted on the same premises during the same calendar year.
- g. Arrangements made for off-street parking.

C. The license fee shall be \$2.00 for each day of the sale.

D. In the event the sale is solely for charitable purposes, no fee shall be required, and the days of the sale need not be consecutive, but a license must be obtained for each non-consecutive sale day.

Section 4. Conduct of Sale.

A. The sale shall not commence before 8:00 A.M., nor continue past sundown.

B. No off premise signs shall be permitted. One on-premise sign shall be permitted, provided same is not more than 3 square feet in size and is non-illuminated and non-reflectorized. Such sign shall be displayed only on sales days and shall be promptly removed at the conclusion of the sale.

C. The garage sale license shall be conspicuously displayed on each day of the sale during sale hours.

Section 5. Penalties.

Anyone violating this ordinance shall be prosecuted, and if found guilty, shall be fined \$50.00 for the first offense, \$75.00 for a second offense, and \$150.00 for a third or subsequent offense; in lieu of prosecution, any person may voluntarily sign a waiver and pay the fine directly to the Town Clerk in Waitsfield.

This Ordinance was first adopted December 27, 1976 and was subsequently amended June 4, 1979. Documentation of the adoption and amendment process for the Ordinance may be obtained from the Town Clerk's Office.

AMENDMENTS TO WAITSFIELD "GARAGE SALE" ORDINANCE

At a regular meeting of the Board of Selectmen of the Town of Waitsfield held on June 4, 1979, in accordance with 24 V.S.A. Sections 1971-1976, upon motion duly made and seconded, the Selectmen unanimously adopted the following Amendments to the Waitsfield "Garage Sale" Ordinance.

Section 2. B.

Except as hereinafter provided, two (2) such licenses may be issued within any one calendar year for a total period of four (4) days. No one license shall be issued for a period of more than three (3) days, which days shall be consecutive.

Section 3. A.

Application for a license shall be made to the Town Clerk at least five (5) days prior to the commencement day of the sale.

Section 4. C. (new)

The garage sale license shall be conspicuously displayed on each day of the sale during sale hours.

Thereupon, upon motion duly made and seconded and unanimously voted, the Selectmen ordered that said Amendments be printed in the minutes of said meeting, and that the Amendments shall become effective sixty (60) days from said June 4, 1979 unless a permissive referendum is called for in accordance with 24 V.S.A. 1973.

WAITSFIELD BOARD OF SELECTMEN

By


Clerk

WAITSFIELD "GARAGE SALE" ORDINANCE

At a regular meeting of the Board of Selectmen of the Town of Waitsfield held on the 27th day of December, 1976 in accordance with 24 V.S.A. Sections 1971 - 1976, upon motion duly made and seconded, the Selectmen unanimously adopted the following Ordinance pertaining to the licensing and regulation of garage sales.

Section 1. Definitions.

A. "Garage sale" shall mean and include all casual sales of personal property open to the general public generally denoted by the term "garage sale", "attic sale", "lawn sale", "flea market sale" or similar phrase.

B. "Casual sale" for the purpose of this Ordinance shall mean sales at which more than six items are displayed or available for sale at one time.

Section 2. License for Sale Required.

A. It shall be unlawful for a person, group, organization, partnership or corporation to conduct a garage sale in the Town of Waitsfield without first obtaining a license to do so from the Town Clerk.

B. Except as hereinafter provided, only one such license shall be issued for a particular premises within any one year. No such license shall be issued for a period of more than three (3) days, which days shall be consecutive.

Section 3. Application for License.

A. Application for a license shall be made to the Town

Clerk at least fifteen (15) days prior to the commencement day of the sale.

B. The application shall be made on a form provided by the Town Clerk and shall be completed with the following information:

- a. Name of applicant conducting sale.
 - b. If sale is for charitable purpose, name of charity, organization.
 - c. Location of the sale.
 - d. Name of owner of property and written consent of such owner, if the applicant is other than the owner of the premises.
 - e. Date or dates of sale.
 - f. Whether sale was previously conducted on the same premises during the same calendar year.
 - g. Arrangements made for off-street parking.
- C. The license fee shall be \$2 for each day of the sale.
- D. In the event the sale is solely for charitable purposes, no fee shall be required, and the days of the sale need not be consecutive, but a license must be obtained for each non-consecutive sale day.

Section 4. Conduct of Sale.

A. The sale shall not commence before 8:00 A.M., nor continue past sundown.

B. No off premise signs shall be permitted. One on-premise sign shall be permitted, provided same is not more than 3 sq. ft. in size and is non-illuminated and non-reflectorized. Such sign shall be displayed only on sales

days and shall be promptly removed at the conclusion of the sale.

Section 5. Penalties.

Anyone violating this ordinance shall be prosecuted, and if found guilty, shall be fined \$50 for the first offense, \$75 for a second offense, and \$150 for a third or subsequent offense; in lieu of prosecution, any person may voluntarily sign a waiver and pay the fine directly to the Town Clerk in Waitsfield."

Thereupon, upon motion duly made and unanimously voted, the Selectmen ordered that said Ordinance be printed in the minutes of said meeting, and that the minutes be posted at least 5 conspicuous places within the municipality within fourteen (14) days of said 27th day of December, 1976, and that the minutes be published within fourteen (14) days of said 27th day of December, 1976 in the "Valley Reporter" newspaper, a newspaper of general circulation in the Town of Waitsfield, Vermont.

Thereupon, upon motion duly made and seconded, it was unanimously voted that said Ordinance shall become effective sixty (60) days from said 27th day of December, 1976 unless a permissive referendum is called for in accordance with 24 V.S.A. Section 1973.

WAITSFIELD BOARD OF SELECTMEN

By S/ Donald DEMAS
Clerk



GARAGE SALE ORDINANCE

Section I: Definitions

- A. "Garage sale" shall mean and include all casual sales of personal property open to the general public and generally denoted by the term "garage sale," "attic sale," "lawn sale," "yard sale" or similar phrase.
- B. "Casual sale" for the purpose of this Ordinance shall mean sales at which more than six (6) items are displayed or available for sale at one time.

Section II: License for Sale Required

- A. It shall be unlawful for a person, group, organization, firm or corporation to conduct a garage sale in the Town of Waitsfield without first obtaining a license to do so from the Town Clerk.
- B. Except as hereinafter provided, only two (2) such licenses may be issued within any one calendar year for a total period of four (4) days for any particular premises. No such license shall be issued for a period of more than three (3) days, which days shall be consecutive.

Section III: Application for License

- A. Application for a license shall be made to the Town Clerk at least five (5) days prior to the commencement day of the sale.
- B. The application shall be made on a form provided by the Town Clerk and shall be completed with the following information:
 - 1. Name of applicant conducting sale;
 - 2. If the sale is for charitable purpose, name of charity organization;
 - 3. Location of the sale;
 - 4. Name of owner of property and written consent of such owner, if the applicant is other than the owner of premises;
 - 5. Date or date of sale;
 - 6. Whether sale was previously conducted on the same premises during the same calendar year;
 - 7. Arrangements made for off-street parking.
- C. The license fee shall be \$2.00 for each day of the sale.
- D. In the event the sale is solely for charitable purposes, no fee shall be required, and the days of the sale need not be consecutive, but a license must be obtained for each non-consecutive sale day.

Section IV: Conduct of Sale.

- A. The sale shall not commence before 8:00 a.m., nor continue past sundown.
- B. No off-premise signs shall be permitted. One on-premise sign be permitted, provided the same is not more than 3 square feet in size and is non-illuminated and non-reflectorized. Such sign shall be displayed only on sales days and shall be promptly removed at the conclusion of the sale.
- C. The garage sale license shall be conspicuously displayed on each day of the sale during sale hours.

Section V: Penalties.

Anyone violating this ordinance shall be prosecuted, and if found guilty, shall be fined \$50.00 for the first offense, \$75.00 for a second offense, and \$150 for a third or subsequent offense; in lieu of prosecution, any person may voluntarily sign a waiver and pay the fine directly to the Town Clerk in Waitsfield.

This ordinance was first adopted December 27, 1976 and was subsequently amended June 4, 1979. Documentation of the adoption and amendment process for the Ordinance may be obtained from the Town Clerk's Office.



Prepared For:

Josh
Waitsfield Highway
forman@gmavt.net

Sold & Serviced by:

Champlain Valley Equipment Inc
Jason Baker
72 Kubota Dr
Berlin, VT 05602
Phone: 802-595-6517



TOUGH CUT

HQ682

TOUGH CUT

Model	HQ682
Stock Code	39.55118
Width of Cut	68 inches (173 cm)
Number of Blades/Type	3 blades, 5/16 x 2½ x 23 inches (79mm x 6.35cm x 58cm)
Cutting Height (with Swivel Wheels Removed)	3 – 4¼ inches
Cutting Height	3½ - 7 inches (89 to 178 mm)
Deck Construction	Multi Gauge, 5/16 inch (7.9 mm) at spindle mount
Spindles/Pulleys	Field Serviceable w/ Top Grease Fittings

Optional Accessory

Hydraulic Flip-Up Kit	70.8226
-----------------------	---------

Dimensions

Length	59 inches (150 cm)
Width	69 inches (175 cm)
Height	22 inches (56 cm)
Weight	475 lbs (215.5 kg)

All specifications subject to change without notice or obligation

STANDARD FEATURES

- Rear Adjustment for Deck Pitch
- Heavy Duty Blades
- Tilt-Up Deck
- Ventrac Mount System
- Front Caster Wheels

OPTIONAL ACCESSORIES

- Hydraulic Flip-Up Kit



The HQ682 **Tough Cut Mower** is the mower of choice for mowing high grass, thick weeds, and heavy brush. A large baffled front opening assists in directing materials into the deck and helps hinder debris from escaping. Three heavy-duty blades counter rotate to cut and deposit waste evenly without windrowing. Capable of tackling saplings and large thorn bushes, the Tough Cut makes short work out of overgrown thickets.

The HQ682 comes with front caster wheels as a standard feature. Four tie-down points have been added for secure trailering.

The Tough Cut has adjustable cutting height ranging from: 3" - 7". Easy servicing of belts and pulleys is provided by the hinged and removable cover. The manual tilt-up deck provides access under the deck. A hydraulic flip-up kit is available as an option for easier access to the underside of the deck for cleaning and blade replacement.





Pricing Quote

Quote #: 105792-1001
Contract #: 112624-TTC

Date Quoted: August 5, 2025
Quote Expires: September 5, 2025

Prepared For:

Josh
Waitsfield Highway
forman@gmavt.net

Prepared By:

Champlain Valley Equipment Inc
Jason Baker
72 Kubota Dr
Berlin, VT 05602
Phone: 802-595-6517

Customer's Sourcewell Membership ID: 224295

Thank you for the opportunity to quote the following Ventrac product(s) for your review. I have added the items that we feel would best serve your needs. Please feel free to contact me with any questions.

QTY	Model #	Description	Sourcewell	Total
1	HQ682 (39.55118)	Attachment: MOWERS - TOUGH CUT HQ, HQ682 Mower, Tough Cut	4,903.60	4,903.60
1	70.8226	Accessory: Kit, Hydraulic Flip Up HQ682	533.60	533.60
			Subtotal	5,437.20
				CHARGES
			Setup Charges	+202.00
			Delivery	+150.00
			TOTAL USD \$	5,789.20





KINGSBURY
INTEGRITY • ADAPTABILITY • EFFICIENCY

JOB CONTRACT

To: Town Of Waitsfield

Date: 8/4/25

Job Name location: Dana Hill Rd

JOB DESCRIPTION:

Grade Dana hill (no Material or rolling)

Job will be done as T+M

Exclusions:

All permits and fees are the responsibility of the owner
Ledge
Insulation

THIS JOB HAS BEEN ESTIMATED TO COST: \$ 3,460



KINGSBURY

INTEGRITY • ADAPTABILITY • EFFICIENCY

THIS AGREEMENT IS FOR A FIXED PRICE, FOR COMPLETING THE JOB AS DESCRIBED ABOVE. THE PRICE AS GIVEN WILL BE IN EFFECT FOR 30 DAYS FROM THE DATE OF ISSUANCE. IT IS BASED ON OUR EVALUATION AND DOES NOT INCLUDE SUCH THINGS AS MATERIAL PRICE INCREASES OR ADDITIONAL LABOR AND MATERIALS WHICH MAY BE REQUIRED SHOULD UNFORESEEN PROBLEMS OR ADVERSE WEATHER CONDITIONS ARISE AFTER THE WORK HAS STARTED. KINGSBURY COMPANIES, LLC. IS NOT RESPONSIBLE FOR THE LOCATION OR REPAIR OF PRIVATELY OWNED UNDERGROUND UTILITIES.

IT IS THE OWNER'S RESPONSIBILITY TO OBTAIN ANY PERMITS OR INSPECTION DOCUMENTATION THAT MAY BE REQUIRED BY STATE AND LOCAL REGULATIONS FOR ANY TYPE OF WORK PERFORMED. IT IS ADDITIONALLY THE SOLE RESPONSIBILITY OF THE CUSTOMER TO PERFORM ANY LAYOUT REQUIRED, INCLUDING LOCATING AND MARKING PROPERTY BOUNDARIES. KINGSBURY SHALL NOT BE RESPONSIBLE FOR UNKNOWING ENCROACHMENT ON BORDERING PROPERTIES. LEDGE REMOVAL IS NOT INCLUDED. INVASIVE SPECIES ARE NOT THE RESPONSIBILITY OF KINGSBURY, AND IF OWNER HAS CONCERNS REGARDING SUCH, THEY SHALL REQUEST TESTING BE CONDUCTED AT THEIR ADDITIONAL EXPENSE PRIOR TO KINGSBURY IMPORTING FOREIGN MATERIALS TO THEIR SITE.

KINGSBURY COMPANIES, LLC. WILL NOT PERFORM ANY SEPTIC SYSTEM WORK WITHOUT AN ENGINEER DESIGN AND INSPECTION. ANY ELECTRICAL CONNECTIONS REQUIRED WILL BE THE RESPONSIBILITY OF THE OWNER. FAILURE OF THE OWNER TO COMPLY WITH STATE AND LOCAL PERMITS AND REGULATIONS VOIDS ANY WARRANTY OTHERWISE AVAILABLE UNDER THIS AGREEMENT.

INSTALLATION OF PONDS WILL BE DONE IN A COMPETENT MANNER, HOWEVER, LEAKAGE MAY OCCUR AT ANY TIME AND KINGSBURY COMPANIES, LLC. SHALL NOT BE HELD RESPONSIBLE. UNSUITABLE MATERIALS USED TO CONSTRUCT PONDS AT THE OWNER'S REQUEST OR SOILS SHIFTING DURING WINTER MONTHS OR HEAVY RAINY SEASONS COULD CAUSE LEAKS.

ALL AMOUNTS ARE DUE AND PAYABLE BY OWNER(S) TO KINGSBURY COMPANIES, LLC. PAYMENT IS DUE UPON COMPLETION OF WORK, AND THE OWNER(S) SHALL PAY INTEREST AT THE RATE OF 1.5% A MONTH ON THE UNPAID BALANCE. IN THE EVENT KINGSBURY COMPANIES, LLC. RETAINS AN ATTORNEY FOR THE COLLECTION OF ANY AMOUNTS DUE OWNER(S) SHALL PAY REASONABLE ATTORNEY'S FEES AND COSTS OF COLLECTION.

OWNER(S): TO ACCEPT THE TERMS OF THE CONTRACT, PLEASE SIGN BELOW.
UPON RECEIPT OF THIS SIGNED COPY, WE WILL BE IN CONTACT TO
SCHEDULE THIS WORK.

OWNER

DATE

OWNER

DATE

SUBMITTED BY

KINGSBURY COMPANIES, LLC.

DATE



TOWN OF WAITSFIELD

TOWN OF WAITSFIELD PUBLIC NOTICE Of TRAFFIC ORDINANCE AMENDMENT

The Waitsfield Selectboard hereby gives notice of the amendment of the Waitsfield Traffic Ordinance, adopted by the Selectboard on Monday, February 5, 2007, which added parking restrictions to Old County Road. The Traffic Ordinance contains the following Articles:

- | | | |
|----------------------------|----------------------|-----------------------|
| 1. Definitions | 4. Speed Regulations | 6. Crosswalks |
| 2. Scope | 5. Stop & Yield | 7. Parking Regulation |
| 3. Traffic Control Devices | Intersections | 8. General Provisions |

Citizens are hereby notified of their rights in accordance with Title 24 Vermont Statutes Annotated, Section 1973, to petition for a Special Town Meeting "permissive referendum," to consider disapproval of the amended ordinance. Such petition must be filed within 45 days of the adoption of the amendment.

The amended ordinance will become effective 60 days after the date of adoption, unless a permissive referendum is called for as outlined above. Copies of the amended Traffic Ordinance are available at the Town Office, 9 Bridge Street, Waitsfield VT 05673. For more information contact Town Administrator Valerie Capels at 496-2218.

Elwin A. Neill, Jr., Chair
Waitsfield Selectboard

This notice was published in the February 15, 2007 edition of *The Valley Reporter* newspaper.

This notice and a copy of the amended ordinance were posted in the following five places:

Town Clerk's Office
Village Grocery & Deli
Mehuron's Market
Waitsfield Post Office
Waitsfield Elementary School

Attest:

Valerie Capels, Town Administrator
February 15, 2007



TRAFFIC ORDINANCE
for the
TOWN of WAITSFIELD, VERMONT

Pursuant to the provisions of Title 23, Vermont Statutes Annotated, Section 1007 and 1008, and Title 24, Vermont Statutes Annotated, Sections 1971 and 2291 (1) (4) and (5), and such other general enactment's as may be material hereto, it is hereby ordained by the Selectboard of the Town of Waitsfield that the following Traffic Ordinance is adopted for the Town of Waitsfield, Vermont.

ARTICLE I. DEFINITIONS

The definitions of Title 23, Vermont Statutes Annotated, Section 4 are incorporated by reference.

ARTICLE II. SCOPE

The ordinance establishes special traffic regulations on public highways within the Town of Waitsfield, Vermont.

ARTICLE III. TRAFFIC CONTROL DEVICES

Section 1. It shall be unlawful for any person to disobey the direction of a traffic control device except in response to the direction of a law enforcement officer.

Section 2. It shall be unlawful for any person to intentionally remove, injure, obstruct, deface, alter or tamper with any traffic control device.

Section 3. It shall be unlawful for any person to install any sign or device which may resemble or be mistaken for an official traffic control device, without prior approval of the Waitsfield Selectboard.

ARTICLE IV. SPEED REGULATIONS

Section 1. Paved Roads - On the basis of engineering and traffic surveys, the following speed limits are hereby established on paved highways within the Town:

T.H. #1 (Bridge Street & East Warren Road) - A maximum speed of 25 m.p.h. from the intersection of Vt. Route 100 (Main Street) easterly to the intersection of T.H.#3 (Joslin Hill Road), then a maximum speed of 40 m.p.h. from the intersection of T.H. #3 (Joslin Hill Road) easterly and southerly to the Warren town line.

T.H. #2 (North Fayston Road) - A maximum speed of 35 m.p.h. from the intersection of Vt. Route 100 (Main Street) to the Fayston town line.

T.H. #3 (Joslin Hill Road & North Road) - A maximum speed of 35 m.p.h. from the intersection of T.H. #1 (East Warren Road) to the intersection of T.H. #15 (Tremblay Road).

T.H. #12 (Old County Road) - A maximum speed of 35 m.p.h. for its entire length.

T.H. #15 (Tremblay Road) - A maximum speed of 35 m.p.h. for its entire length.

T.H. #24 (Bragg Hill Road) – A maximum speed of 35 m.p.h. for its entire length.

Vt. Route 100 (Main Street)- A maximum speed of 50 m.p.h. from the Moretown town line south to a point approximately .3 mile south of the north entrance of T.H. #12 (Old County Road) with Vt. Route 100 (Main Street), then a maximum speed of 40 m.p.h. for an additional .2 mile, then a maximum speed of 30 m.p.h. continuing south through Waitsfield Village to the intersection of Vt. Route 17 and Vt. Route 100 (Main Street), then a maximum speed of 40 m.p.h. to a point approximately .4 mile south of the Vt. Route 17 and Vt. Route 100 (Main Street) intersection, then a maximum speed of 50 m.p.h. to the Warren town line. Said speed limits being intended to conform to the State established speed limits for this road. This local speed limit is adopted in conformance with Title 23 Vermont Statutes Annotated, Section 1007(f).

Section 2. Unpaved Roads, Special Designated Speed Limits – On the basis of engineering and traffic surveys, the following speed limits are hereby established on unpaved highways within the Town:

T.H. #7 (Center Fayston Road) – A maximum speed of 30 m.p.h. for its entire length.

T.H. #14 (Old Center Fayston Road) – A maximum speed of 25 m.p.h. for its entire length.

T.H. #26 (Brook Road) – A maximum speed of 30 m.p.h. for its entire length.

T.H. #31 (Rolston Road) – A maximum speed of 25 m.p.h. from the intersection of Vt. Route 100 (Main Street), extending easterly a distance of 0.83 mile, then a maximum speed of 35 m.p.h. from 0.83 mile east of Vt. Route 100 (main Street) to the intersection of T.H. #1 (East Warren Road).

Section 3. Unpaved Roads, Uniform Speed Limit – Pursuant to the provisions of Title 23, Vermont Statutes Annotated, Section 1007, a uniform speed limit of 35 m.p.h. is hereby established for all other unpaved highways within the Town. Roads included under the uniform speed limit for unpaved highways shall include:

T.H. #4 (Common Road)
T.H. #6 (Airport Road)
T.H. #8 (Meadow Road)
T.H. #9 (part of Meadow Road)
T.H. #10 (Floodwoods Road)
T.H. #11 (Armstrong Road)
T.H. #14 (Old center Fayston Road)
T.H. #16 (Class 4 portion - Ronk Road)
T.H. #16 (Class 3 portion - East Road)
T.H. #17 (part of East Road)
T.H. #18 (part of Common Road)
T.H. #19 (Bushnell Road)
T.H. #20 (Long Road)
T.H. #21 (Reed Road)
T.H. #22 (Farr Lane)
T.H. #25 (Hastings Road)
T.H. #26 (Brook Road)
T.H. #27 (Cross Road)

T.H. #29 (Butternut Hill Road)
T.H. #30 (Kingsbury Road)
T.H. #31 (Rolston Road)
T.H. #32 (Bundy Road)
T.H. #34 (Ryle Road)
T.H. #35 (Sherman Road)
T.H. #36 (Bowen Road)
T.H. #37 (Parsonage Lane)
T.H. #38 (Dugway Road)
T.H. #39 (Lareau Road)
T.H. #40 (Ski Valley Road)
T.H. #40 (Schuss Road)
T.H. #40 (Snowshoe Drive)
T.H. #41 (part of Ski Valley Road)
T.H. #42 (Palmer Lane)
T.H. #43 (Raphael Road)
T.H. #45 (Pine Brook Road)
T.H. #46 (part of Ski Valley Road)

T.H. #28 (Palmer Hill Road)
T.H. #29 (Dana Hill Road)

T.H. #47 (Riverview Road)
T.H. #48 (Wallis Drive)

Section 4. The above speed limits for paved and unpaved highways shall be posted in accordance with the standards set forth in Title 23, Vermont Statutes Annotated, Section 1007, and the Manual of Uniform Traffic Control Devices as amended from time to time.

ARTICLE V. STOP AND YIELD INTERSECTIONS

Section 1. The following intersections shall be designated as "STOP" intersections, and shall be so signed:

T.H. #4 (Common Road) entering T.H. #3 (Joslin Hill/North Road)
T.H. #16 (East Road) entering T.H. #3 (Joslin Hill Road)
T.H. #18 (Common Road) entering T.H. #3 (Joslin Hill Road)
T.H. #26 (Brook Road) entering T.H. #3 (Joslin Hill Road)
T.H. #4 (Common Road) entering T.H. #1 (East Warren Road)
T.H. #15 (Tremblay Road) entering T.H. #3 (North Road)
T.H. #26 (Brook Road) entering T.H. #4 (Common Road)
T.H. #27 (Cross Road) entering T.H. #3 (Joslin Hill Road)
T.H. #27 (Cross Road) entering T.H. #4 (Common Road)
T.H. #28 (Palmer Hill Road) entering T.H. #4 (Common Road)
T.H. #34 (Ryle Road) entering T.H. #4 (Common Road)

Section 2. The following intersections shall be designated as "YIELD" intersections and shall be so signed:

T.H. #3 (Joslin Hill Road) entering T.H. #1 (East Warren Road)
T.H. #8 (Meadow Road) entering T.H. #3 (North Road)

ARTICLE VI. CROSSWALKS

The following intersections shall be designated for pedestrian crosswalks, and shall be so marked.

T.H. #1 (Bridge Street) at the intersection with Vt. Route 100 (Main Street)
T.H. #22 (Farr Lane) at the intersection with Vt. Route 100 (Main Street)

ARTICLE VII. PARKING REGULATIONS

Section 1. It shall be unlawful to park at any time on either side of T.H. #1 (Bridge Street) from the intersection of Vt. Route 100 (Main Street) easterly for a distance of forty five (45) feet.

Section 2. It shall be unlawful to park on the south side of T.H. #1 (Bridge Street) from a point two hundred fifteen (215) feet east of Vt. Route 100 (Main Street) easterly to the covered bridge.

Section 3. It shall be unlawful to park at any time on T.H.#24 (Bragg Hill Road) between the intersection of Vt. Route 100 (Main Street) and the Fayston town line.

Section 4. It shall be unlawful to park on T.H. #1 (Bridge Street) between the intersections of Vt. Route 100 (Main Street) and the covered bridge, and within any municipal parking lot between the hours of 12:00 A.M. and 7:00 A.M. from November 15th to April 30th.

Section 5. It shall be unlawful to park on T.H. #12 (Old County Road) at any point on the north side from its southern intersection with Route 100 (Main Street) and on the south side 125 feet from the intersection. It shall also be unlawful to park on the south side during any snow event.
[amended February 5, 2007]

Section 6. Any vehicle parked in violation of the provisions of this Article may be summarily removed at the owner's expense, by order of any law enforcement officer, road commissioner, or selectman.

Section 7. If the owner of a vehicle summarily removed under section 5 hereof does not claim such vehicle and pay all towing and storage expenses within thirty (30) days of the date of such removal, the title to such vehicle shall escheat to the Town and the vehicle may be sold or otherwise disposed of in accordance with Title 27, Vermont Statutes Annotated, Chapter 13.

Section 8. Nothing in this Article shall be construed to make unlawful vehicular stops in obedience to the direction of a law enforcement officer or for causes beyond the control of the operator.

ARTICLE VIII. GENERAL PROVISIONS

Section 1. Each violation of a provision of this ordinance shall be deemed a separate offense.

Section 2. A person who violates a provision of this ordinance shall be fined in accordance with penalties provided by state statutes, in conformance with Title 23, Vermont Statutes Annotated, Chapter 24.

Section 3. The provisions of this ordinance are declared to be severable, and if any provision hereof be adjudged invalid, such judgment shall not affect the validity of any other provision.

Section 4. Any other traffic ordinance or regulation heretofore adopted by the Town of Waitsfield is hereby amended.

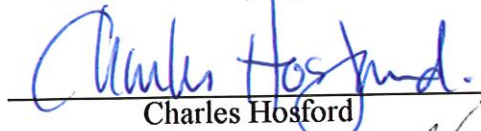
Section 5. This ordinance refers to the General Highway Map of the Town of Waitsfield, prepared by the Vermont Agency of Transportation and dated February 10, 1982, and as periodically revised.

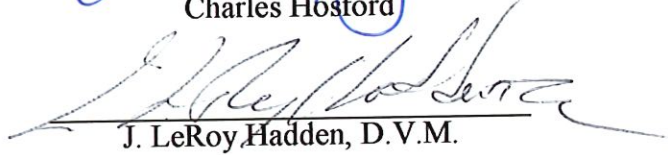
Section 6. This ordinance was adopted by the Selectboard at its meeting of October 5, 1987; and amended at its meetings of August 4, 1997, June 10, 2002, and February 5, 2007, with notices published in *The Valley Reporter* newspaper and copies filed in the records of the Town of Waitsfield at the time of its adoption and each amendment.

DATED at Waitsfield, Vermont, this 5th day of February, 2007.

WAITSFIELD SELECTBOARD


Elwin A. Neill, Jr., Chairman


Charles Hosford


J. LeRoy Hadden, D.V.M.


Paul Hartshorn


Salvatore Spinosa

FOR AGENCY USE ONLY

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

VERMONT AGENCY OF TRANSPORTATION State Highway Access and Work Permit

FEE SCHEDULE

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

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

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

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

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

Notes:

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

PERMIT ID# _____

FOR AGENCY USE ONLY

Town: _____
Route: _____
Mile Marker: _____
Log Station: _____

VERMONT AGENCY OF TRANSPORTATION
State Highway Access and Work Permit

Owner's/Applicant's Name, Address, E-mail & Phone No. Town of Waitsfield, 4144 Main st Waitsfield vermont 05673, townadmin@gmavt.net (802) 496-2218

York Haverkamp, Town administrator

Co-Applicant's Name, Address, E-mail & Phone No. (if different from above) Joshua Schwartz, Executive director Mad River Valley Planning District, 4071 Main st Waitsfield VT 05673 joshua@mrvpd.org 802-496-7173

The location of work (town, highway route, distance to nearest mile marker or intersection & which side)

Crosswalk at intersection of Main street (VT 100) and Carroll road. Add a concrete pad connecting the walk way along Carroll road to the one concrete pad at the beginning of the crosswalk on the west side of VT 100 (see map and photos)

Description of work to be performed in the highway right-of-way (attach plan)

Install two new rectangular rapid flashing beacons (RRFB) on both sides of crosswalk (east and west sides of VT 100)

Remove existing crosswalk signage. Move the bus signage to locations identified on attached map.

Connect the walkway along Carroll road that stops at the VT Rans right of way, with gravel. Build an ADA compliant concrete pad to connect the walk way to the existing concrete pad with the tactile surface for blind pedestrians.

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

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

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

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

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

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

Date applicant expects work to begin 9-30 20 25

Owner/Applicant: York Haverkamp Position Title: Town administrator

(Print name above)

Sign in Shaded area: YORK HAVERKAMP Date: 7.31.2025

Co-Applicant: Joshua Schwartz Position Title: MTRVPD Executive Director

(Print name above)

Sign in Shaded area: [Signature] Date: 7/31/2025

INSTRUCTIONS:

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

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

FEE:

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

PERMIT APPROVAL

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

Date work is to be completed

Date work accepted: _____

By _____ Issued Date

By: _____

Authorized Representative for
Secretary of Transportation

DTA or Designee

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

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

RESTRICTIONS AND CONDITIONS

DEFINITIONS:

"Agency" means the Vermont Agency of Transportation (a/k/a VTrans).

"Engineer" means the authorized agent of the Secretary of Transportation.

"Owner/Applicant" means the party(s) to whom the permit is to be issued.

"Co-Applicant" means the party who performs the work, if other than Owner/Applicant or a secondary Owner/Applicant under a joint permit application.

"Permit Holder" means the party who currently owns the lands abutting the highway that are the subject of the permit.

GENERAL:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ACCESS:

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

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

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

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

DRAINAGE:

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

UTILITY WORK; CUTTING AND TRIMMING TREES:

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

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

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

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

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

JOINT PERMITS:

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

Signature: Joshua Schwartz
Joshua Schwartz (Jul 31, 2025 10:31:43 EDT)
Email: joshua@mrvpd.org







FeeScheduleAndPermitApp RRFB carroll rd crosswalk 7.31.2025

Final Audit Report

2025-07-31

Created:	2025-07-31
By:	York Haverkamp (townadmin@gmavt.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJqOTNJOmPANVVyXt0qAqtqpKmYepv_50

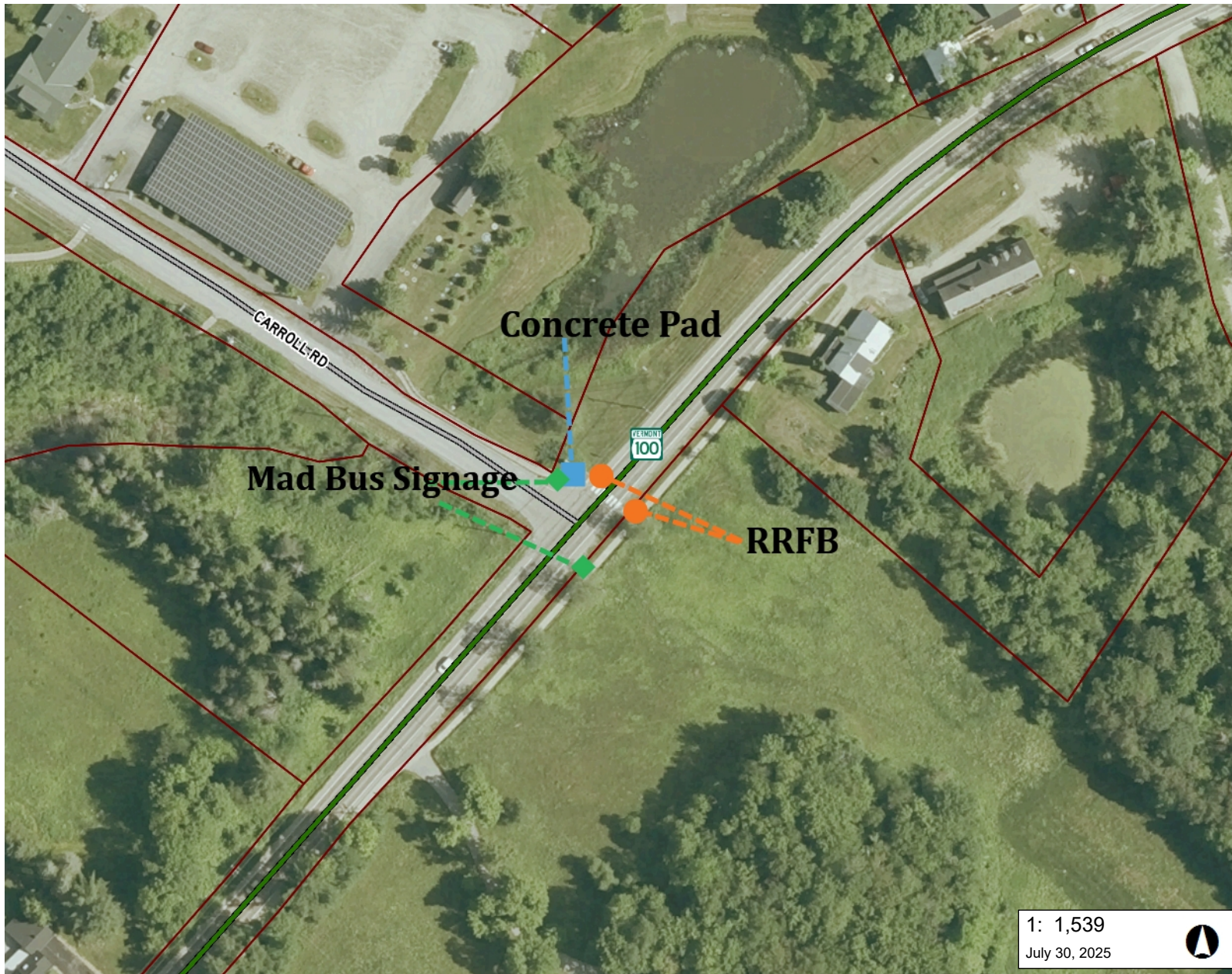
"FeeScheduleAndPermitApp RRFB carroll rd crosswalk 7.31.2025" History

-  Document created by York Haverkamp (townadmin@gmavt.net)
2025-07-31 - 1:18:58 PM GMT
-  Document emailed to joshua@mrvpd.org for signature
2025-07-31 - 1:20:20 PM GMT
-  Email viewed by joshua@mrvpd.org
2025-07-31 - 2:29:17 PM GMT
-  Signer joshua@mrvpd.org entered name at signing as Joshua Schwartz
2025-07-31 - 2:31:38 PM GMT
-  Document e-signed by Joshua Schwartz (joshua@mrvpd.org)
Signature Date: 2025-07-31 - 2:31:40 PM GMT - Time Source: server
-  Agreement completed.
2025-07-31 - 2:31:40 PM GMT



LEGEND

- Parcels (standardized)
- Roads**
 - Interstate
 - US Highway; 1
 - State Highway
 - Town Highway (Class 1)
 - Town Highway (Class 2,3)
 - Town Highway (Class 4)
 - State Forest Trail
 - National Forest Trail
 - Legal Trail
 - Private Road/Driveway
 - Proposed Roads
- Town Boundary



1: 1,539

July 30, 2025



78.0 0 39.00 78.0 Meters

WGS_1984_Web_Mercator_Auxiliary_Sphere

© Vermont Agency of Natural Resources

1" = 128 Ft. 1cm = 15 Meters

THIS MAP IS NOT TO BE USED FOR NAVIGATION

DISCLAIMER: This map is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. ANR and the State of Vermont make no representations of any kind, including but not limited to, the warranties of merchantability, or fitness for a particular use, nor are any such warranties to be implied with respect to the data on this map.

NOTES

Map created using ANR's Natural Resources Atlas

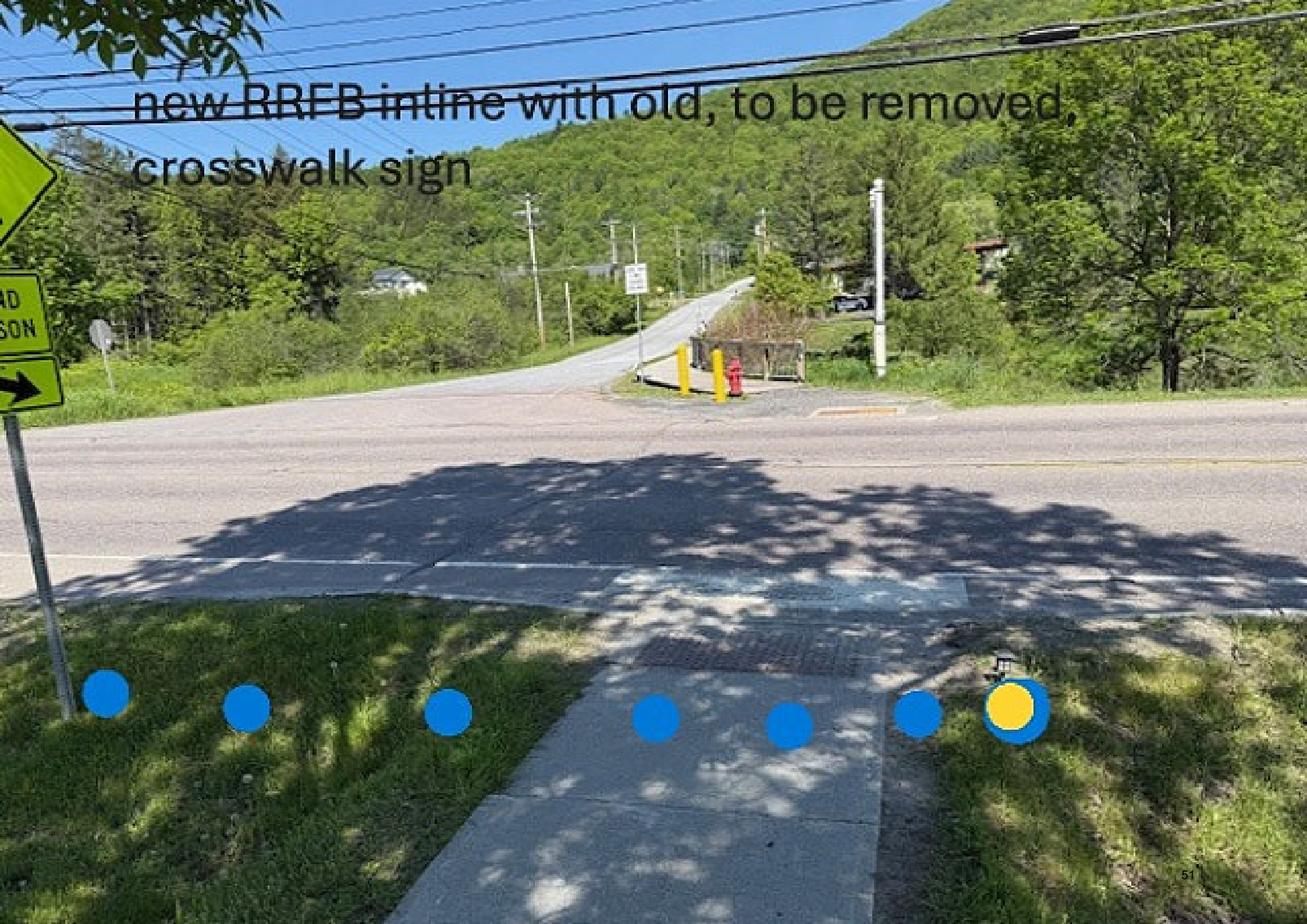
A photograph showing a concrete pad on a road surface. The pad is rectangular and has a reddish-brown textured top layer. It is surrounded by asphalt and gravel. In the background, there is a grassy field, a line of trees, and a signpost. A large shadow of a tree is cast across the road. The text "concrete pad" is overlaid on the image.

concrete pad

new RRFB in line with existing crosswalk sign next to existing concrete pad



new RRFB inline with old, to be removed,
crosswalk sign



standing placement for bus sign to be moved



standing where new RRFB will be placed on East
side of road





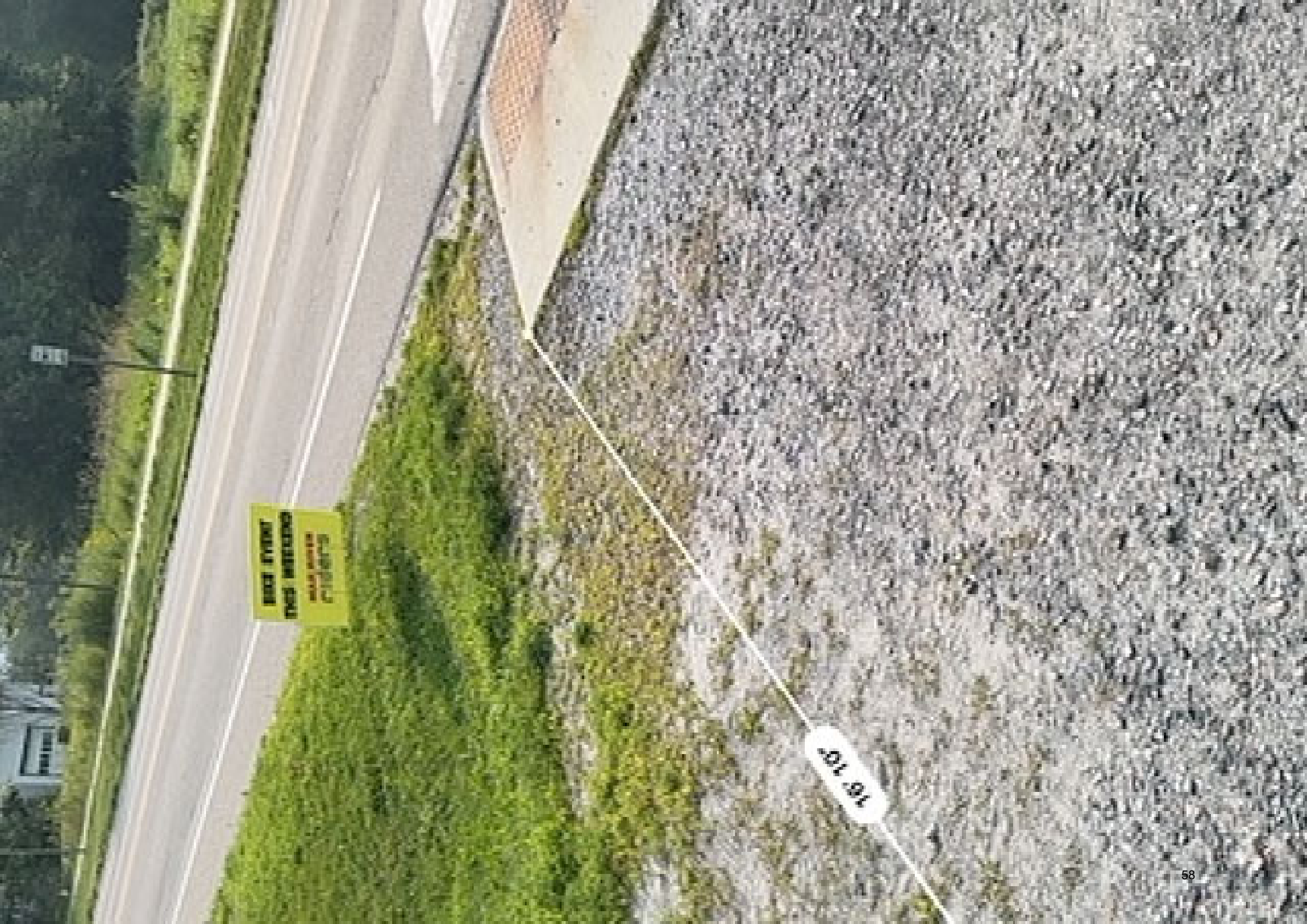
6' 8"







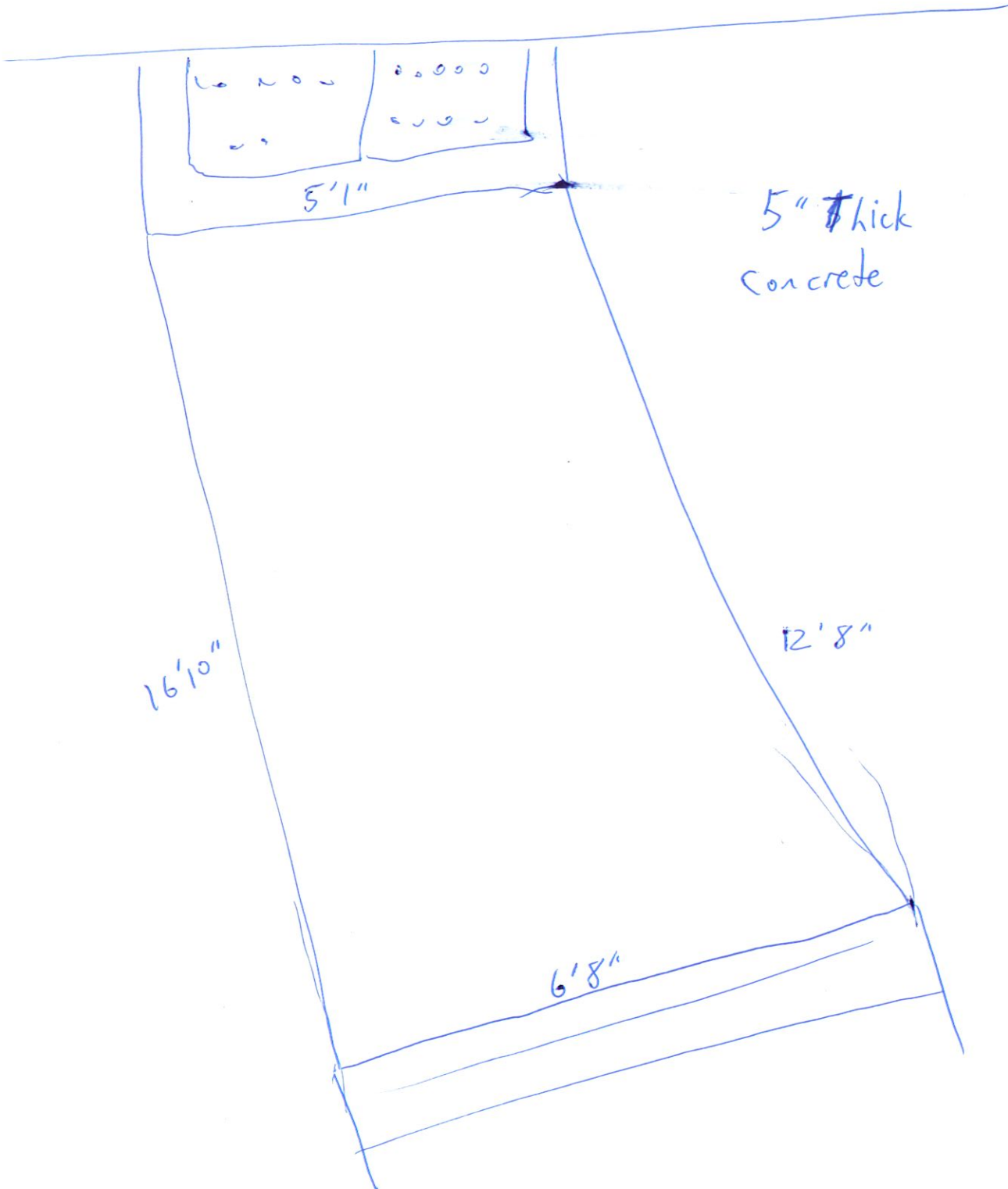
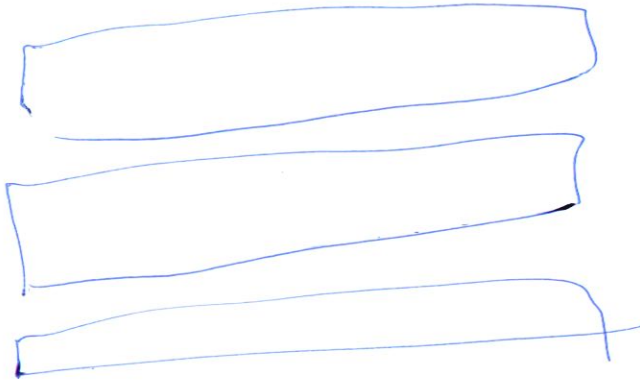
CAUTION
FIRE HYDRANT
DO NOT PARK
OR DRIVE OVER



ROAD 1000
CONCRETE PAV
MAINTENANCE
PRIORITY

16' 10"

OVERHEAD
VIEW





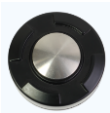



5" thick
concrete

Roadway Signs

RECTANGULAR Dual Sided RAPID FLASH BEACON SYSTEM



ACCESSORIES LIST

Pedestrian Crossing System		
Item Name	Qty	Description
RRFB 	2 PC	Color: Amber LED Qty: 2 arrays of 40 LEDs Meet SAE J595 CLASS 1 brightness. Flash Pattern: WW + S (combination simultaneous flash) Each RRFB indication flash rate:5 flash per second
SOLAR POWER SYSTEM 	1 PC	40W Solar Panel 24Ah batteries Control box
WIRELESS PUSH BUTTON 	1 PC	Material: Aluminum Current Consumption: 50mA Diameter: ϕ 92mm Thickness:55.5mm Weight:570g Color: Black Protection Index: IP 65 Power Supply: Self-generated power
ALLUMINUM PEDESTRIAN SIGN 	2 PC	30" MUTCD DIAMOND SIGN (FYG)
ALLUMINUM ARROW SIGN 	2 PC	18"x30" Diagonal Arrow (FYG)
ALLUMINUM CONFIRMATION SIGN 	1 PC	12"x9" Confirmation Sign (EGR)

STATE OF VERMONT GRANT AGREEMENT

Part 1-Grant Award Detail

SECTION I - GENERAL GRANT INFORMATION

¹ Grant #: 01155_A172_5673_T_WAITSFIELD_M		² Original <input checked="" type="checkbox"/> Amendment # <input type="checkbox"/>	
³ Grant Title: ACT 172 COMMUNITY CAPACITY BUILDING MINI-GRANT			
⁴ Amount Previously Awarded: \$0.00		⁵ Amount Awarded This Action: \$4,000.00	
⁶ Total Award Amount: \$4,000.00			
⁷ Award Start Date: 05/23/2024		⁸ Award End Date: 12/31/2026	
⁹ Subrecipient Award: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>			
¹⁰ Vendor #: 0000040590		¹¹ Grantee Name: Town of Waitsfield	
¹² Grantee Address: 4144 Main St.			
¹³ City: Waitsfield		¹⁴ State: VT	
		¹⁵ Zip Code: 05673	
¹⁶ State Granting Agency: DEPARTMENT OF BUILDINGS AND GENERAL SERVICES			¹⁷ Business Unit: 01155
¹⁸ Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		¹⁹ Match/In-Kind: \$0.00 Description:	
²⁰ If this action is an amendment, the following is amended: Amount: <input type="checkbox"/> Funding Allocation: <input type="checkbox"/> Performance Period: <input type="checkbox"/> Scope of Work: <input type="checkbox"/> Other: <input type="checkbox"/>			

SECTION II - SUBRECIPIENT AWARD INFORMATION

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

SECTION III - FUNDING ALLOCATION

STATE FUNDS

Fund Type	²⁷ Awarded Previously	²⁸ Award This Action	²⁹ Cumulative Award	³⁰ Special & Other Fund Descriptions
General Fund		\$4,000.00	\$4,000.00	
Special Fund			\$0.00	
Global Commitment (non-subrecipient funds)			\$0.00	
Other State Funds			\$0.00	

FEDERAL FUNDS

(includes subrecipient Global Commitment funds)

Required Federal Award Information

³¹ CFDA#	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award	³⁶ FAIN	³⁷ Fed Award Date	³⁸ Total Federal Award
				\$0.00			
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
Total Awarded - All Funds		\$0.00	\$4,000.00	\$4,000.00			

SECTION IV - CONTRACT INFORMATION

⁴¹ STATE GRANTING AGENCY		⁴² GRANTEE	
NAME: Brian Sewell		NAME: Randy Brittingham	
TITLE: State Energy Program Manager		TITLE: Treasurer/Grant Administrator	
PHONE: (802) 622-4291		PHONE: (802) 496-2798	
EMAIL: Brian.Sewell@vermont.gov		EMAIL: waitsfld@gmavt.net	



State of Vermont
Standard Grant Agreement

Agreement # 01155_A172_5673_T_WAITSFIELD_M

Part 2 – Grant Agreement

1. **Parties:** This is a Grant Agreement between State of Vermont
 Department of Buildings and General Services (BGS), (hereinafter called "State")
 And
 Municipality of Waitsfield
 with principal place of business at **4144 Main St. Waitsfield, Vermont 05673**
 (hereinafter called "Grantee").
 It is the grantee's responsibility to contact the Vermont Department of Taxes to determine if, by law, the
 grantee is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter:** The subject matter of this Grant Agreement is the Municipal Energy Resilience Program-
 Capacity Building Mini-Grant authorized by 2022 Acts and Resolves No. 172 Sec. 3(c)(1)(B).
3. **Award Details:** Amounts, dates and other award details are as shown in the attached *Grant Agreement
 Part 1-Grant Award Detail*. A detailed scope of work covered by this award is described in Attachment A.
4. **Amendment:** No changes, modifications, or amendments in the terms and conditions of this Grant
 Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized
 representative of the State and Subrecipient.
5. **Term and Effective Date:** This agreement shall become effective from the date of signing by both parties
 and remain in effect until all funds awarded to the Grantee have been spent and all of the Grantee's
 reporting requirements to the State have been satisfied, unless superseded by a future agreement which
 may better reflect the timeline of monitoring and reporting required by the State.
6. **Cancellation:** This Grant Agreement may be suspended or cancelled by either party by giving written
 notice at least 60 days in advance.
7. **Attachments:** This Grant consists of 12 pages including the following attachments that are incorporated
 herein:
 - Grant Agreement-Part 1 – Grant Award Detail
 - Grant Agreement Part 2 – Grant Agreement
 - Attachment A – Scope of Work To Be Performed
 - Attachment B – Payment Provisions
 - Attachment C – Customary State Grant Provisions
 - Attachment D – Other Provisions
8. **Order of Precedence:** Any ambiguity, conflict or inconsistency in the Grant Documents shall be resolved
 according to the following order of precedence:
 - 1) Grant Agreement Part 1 and Part 2
 - 2) Attachment C
 - 3) Attachment D
 - 4) Attachment A
 - 5) Attachment B





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

By the State of Vermont:

7/1/2024

Date: _____ DocuSigned by: _____

Signature: David DiBiase
78D2B80A477C443...

Name: David DiBiase

Title: Deputy Commissioner

Department of Buildings and General Services

By the Grantee:

Date: 6/21/24

Signature: C Sullivan

Name: Christine Sullivan

Title: Select Board Chair



ATTACHMENT A: SCOPE OF WORK

Grant Timeline:

- Ongoing: Grantee coordination and communication period begins with their Regional Planning Commissions (RPC) regarding program outreach and education. RPCs will contact towns to gather information and assist in grant applications.
- March 7, 2023: Applications open. Grantee may receive application assistance from their RPC.
- December 31, 2024: All grant awards must be obligated by BGS to grantees.
- December 31, 2026: All grant awards must be expended by BGS to grantees.
- Fiscal Year End (ongoing): Report due for funds spent by the Grantee. If funds are spent over multiple fiscal years, reports will be submitted annually.

The Grantee shall,

Facilitate community meetings and communication about municipal energy resilience.

Community meetings and communication. Grantee may use the funding to hold community meetings and send various forms of communication about their energy resilience plan, both project-specific for this funding opportunity, as well as for municipal operations. Examples include holding community gatherings and forums, creating a webpage, social media, or mailings to support the grantee's energy resilience goals and objectives, and/or forming an Energy Committee.

Identify qualified local project(s). Grantee may use the funding to incentivize a community volunteer or group to lead a project or provide capacity to municipal officials leading the project. The funding may also be used to hire a consultant to assist the covered municipality in identifying candidate project(s) for future energy resilience assessments and projects.

Grant application assistance. Grantee may use the funding to hire a consultant to assist with the drafting of the grant applications for the energy resilience assessment(s) and projects(s).

Communication, coordination, and technical assistance. Grantee is strongly encouraged to work with their Regional Planning Commissions (RPCs) on all elements of the MERP including the up to \$4,000 community education grants. The RPCs have received funding as part of this program and are required to aid with education and outreach, planning, grants applications, and technical assistance to their respective covered municipalities.

Reporting. Grantee shall deliver a report that includes the efforts made with use of these funds, once concluded, by June 30th, 2024. If the efforts are ongoing (i.e. last more than one year, for example if funding a municipal energy committee), then this report will be completed annually for the expenses incurred during that fiscal year.

ATTACHMENT B: PAYMENT PROVISIONS

In accordance with Act 172 Sec. 3(c)(1)(B), BGS shall administer the Municipal Energy Resilience Program and award grants for the following: "(B) not more than \$4,000.00 to each covered municipality to facilitate community meetings and communication about municipal energy resilience".

Grantee shall be awarded their entire grant amount within 30 days of the execution of this agreement, assuming that Covered Municipality has taken all necessary steps to receive the award as required by the State of Vermont Agency of Administration- Financial Services Division (FSD). Upon completion of this agreement Grantee will receive a Grant Number to be utilized in all correspondence, invoicing and reporting with both BGS and FSD. Upon signature by the Grantee and State, the Grantee shall receive a copy of the fully executed agreement, at which point FSD will begin the process of delivering funds.

Grantee commits to submitting a report detailing a narrative summary along with funds spent at the end of the respective fiscal year. If community capacity building efforts are ongoing, a report will be submitted for each fiscal year that funds are spent.

No additional expenses may be sought by the Grantee from the State beyond the funding provided under this grant agreement.

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

1. **Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. "Agreement" shall mean the specific contract or grant to which this form is attached.
2. **Entire Agreement:** This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
3. **Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.
4. **Sovereign Immunity:** The State reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Agreement.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence:** The Party will act in an independent capacity and not as officers or employees of the State.
7. **Defense and Indemnity:** The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an

agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

- 8. Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

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

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

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

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written

notice to the State.

9. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.
10. **False Claims Act:** The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.
11. **Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.
12. **Location of State Data:** No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.
13. **Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
14. **Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.
15. **Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.
16. **Taxes Due to the State:**
 - A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
 - B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all

taxes due the State of Vermont.

- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

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

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

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

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

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

- 20. No Gifts or Gratuities:** Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.
- 21. Copies:** Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.
- 22. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners)

are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at:

<http://bgs.vermont.gov/purchasing/debarment>

- 23. Conflict of Interest:** Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.
- 24. Confidentiality:** Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.
- 25. Force Majeure:** Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.
- 26. Marketing:** Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.
- 27. Termination:**
 - A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
 - B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
 - C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.
- 28. Continuity of Performance:** In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.
- 29. No Implied Waiver of Remedies:** Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

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

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

A. Requirement to Have a Single Audit: The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

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

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

32. Requirements Pertaining Only to State-Funded Grants:

A. Certification Regarding Use of State Funds: If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

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

(End of Standard Provisions)

ATTACHMENT D: OTHER GRANT AGREEMENT PROVISIONS

1. **Cost of Materials:** Grantee will not buy materials and resell to the State at a profit.
2. **Use of Funds:** The Grantee shall use these funds solely for the purpose of this Grant Agreement.
3. **Identity of workers:** The Grantee will assign the following individuals to the services to be performed under the provisions of this Agreement, and these individuals shall be considered essential to performance. Should any of the individuals become unavailable during the period of performance, the State shall have the right to approve any proposed successors, or, at its option, to cancel the remainder of the Agreement.
 - a. Name: Chris Badger
 - b. Title: Energy Coordinator
 - c. Phone: 802-279-5441
 - d. Email: csbadger@gmail.com
4. **Work Product Ownership:** Upon full payment by the State, all products of the Grantee's work, including outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents, become the sole property of the State of Vermont and may not be copyrighted or resold by Grantee.
5. **Prior Approval/Review of Releases:** Any notices, information pamphlets, press releases, research reports, or similar other publications prepared and released in written or oral form by the Grantee under this Grant Agreement shall be approved/reviewed by the State prior to release.
6. **Ownership of Equipment:** Any equipment purchased by or furnished to the Grantee by the State under this Grant Agreement is provided on a loan basis only and remains the property of the State.
7. **Special Conditions:** Under this heading the granting agency will specify special conditions imposed by the Federal Granting Agency.

MAC INFO SHEET: ORDINANCE NOTICE AND POSTING REQUIREMENTS

State statute requires that when a municipality adopts, amends or repeals an ordinance, the public must be given notice. The timing, content and location of the required public notice may vary depending on the type of municipal action taken.

The requirements for adopting, amending or repealing a municipal ordinance are governed by 24 V.S.A. § 1972 and differ from processes for other regulations. For example, the public hearing notices for the adoption, amendment, or repeal of a town plan or zoning regulations is governed by 24 V.S.A. § 4444, whereas those for the adoption, amendment, or repeal of a municipal governance charter are governed by 17 V.S.A. § 2645(a)(4). These public notices allow voters the opportunity to express their opinions to the public body about the decision it will eventually make.

In contrast, with the notice of adopting, amending or repealing a municipal ordinance, the selectboard is notifying voters of two things: (1) changes it has already decided to make; and (2) the voters right to petition the selectboard to undo its decision under 24 V.S.A. § 1973.

When adopting, amending, or repealing an ordinance the selectboard must complete the following actions.

1. The selectboard's vote to adopt, amend or repeal the ordinance must be entered into the meeting minutes along with a copy of the ordinance itself.
2. Copies of the adopted, amended or repealed ordinance must be posted in five conspicuous places in the municipality. This should include those places the municipality ordinarily uses to post its community announcements.
3. The selectboard must arrange for one form publication of the full text of the adopted, amended or repealed ordinance or a concise summary of it in a newspaper of general circulation in the town not more than 14 days following its date of adoption. Regardless of whether it is the full text or a concise summary, the law requires that the publication must also include:
 - the name of the municipality;
 - the name of the municipality's website, if the municipality actively updates its website on a regular basis;
 - the title or subject of the ordinance or rule;
 - the name, telephone number, and mailing address of a municipal official designated to answer questions and receive comments on the proposal;
 - where the full text may be examined; and

- an explanation of citizens’ rights to petition for a vote on the ordinance or rule at an annual or special meeting as provided in section 1973 of title 24. 24 V.S.A. § 1972(a).

MODEL NEWSPAPER NOTICE

VLCT’s Municipal Assistance Center has developed the following model newspaper notice. For reasons both practical and legal, it is a good idea for the municipality to also post the content of the newspaper notice alongside the full text of the amended ordinance in the five conspicuous places in town.

TOWN OF _____, VERMONT

[INSERT NAME AND ADDRESS OF MUNICIPALITY’S WEBSITE]

NOTICE OF AMENDMENT¹ OF [INSERT TITLE OR SUBJECT] ORDINANCE

On [insert date], the Selectboard of the Town of _____, Vermont, adopted amendments to the existing “[insert name of ordinance]” pursuant to [insert enabling authority]. This notice is published pursuant to 24 V.S.A. § 1972 to inform the public of these amendments and of the citizens’ right to petition for a vote to disapprove these amendments.

[FULL TEXT OR A CONCISE SUMMARY]

The full text of the Ordinance may be examined at the [insert name of town] Town office at [insert physical address] and may be examined during regular office hours.

CITIZENS’ RIGHT TO PETITION FOR VOTE

Title 24 V.S.A. § 1973 grants citizens the right to petition for a vote at a special or annual Town Meeting to disapprove ordinance amendments adopted by the Selectboard. To exercise this right, citizens must present to the Selectboard or the Town Clerk a petition for a vote on the question of disapproving the amendments signed by not less than five percent (5%) of the Town’s qualified voters. The petition must be presented within forty-four (44) days following the date of the adoption of the amendments. Unless a petition requesting a vote is filed pursuant to 24 V.S.A. § 1973, the amended “[insert name of ordinance]” shall become effective sixty (60) days from the date of said adoption.

PERSON TO CONTACT

Additional information pertaining to this Ordinance may be obtained by contacting [insert municipal official designated to answer questions], [insert official’s title] at [insert mailing address], or by calling [insert phone #] during regular office hours.

¹ Amendment is used for illustration, but this model may be used for adoption, amendment or repeal of a municipal ordinance.

For more information about municipal ordinances, please see our Quick Guide on Ordinance Adoption, Amendment or Repeal and Municipal Policies and Ordinances Info Sheet.

If you have additional questions relating to ordinances and policies or would like a technical review of your municipality's proposed ordinance or policy, please contact the Municipal Assistance Center at info@vlct.org or 1-800-649-7915.

VLCT QUICK GUIDE TO: ORDINANCE ADOPTION, AMENDMENT, OR REPEAL

THIS DOCUMENT IS **NOT** APPLICABLE TO ZONING ORDINANCE OR BYLAW ADOPTION. The process for adoption, amendment, or repeal of a zoning ordinance is governed by 24 V.S.A. § 4442.

This Quick Guide is intended to serve as a checklist and administrative record of the adoption, amendment, or repeal of an ordinance and as such its utilization is not required by law. Italicized text should be modified for customized use.

This document reflects current law as of the date of publication. Its use is meant for informational purposes **only**. This document covers the statutorily prescribed process for adopting, amending, or repealing an ordinance and **does not** take the place of legal review and legal advice about the content of the ordinance. Please contact VLCT at (800) 649-7915 with any questions.

Copy text below the dotted line and paste into a new document

[MUNICIPALITY NAME] CHECKLIST FOR ORDINANCE ADOPTION, AMENDMENT, OR REPEAL

The [ordinance, amendment, repeal] is proposed and approved:

- ☐ Introduction of proposed [ordinance, amendment, repeal] at regular or special selectboard meeting held on [date].
- ☐ Approval of [ordinance, amendment, repeal] by majority of total membership of selectboard on [date].

The selectboard notifies the public of its intent to make the [ordinance, amendment, repeal] effective:

- ☐ [ordinance, amendment, repeal] entered into the selectboard minutes on: [date].
- ☐ Copies of the [ordinance, amendment, repeal] were posted in the following five conspicuous places in town on [date]:

1. _____
2. _____
3. _____

4. _____
5. _____

- ☐ Notice is published in [*name of publication*] newspaper circulating in the town on: [*date*], which is not more than 14 days after adoption by the selectboard.
- ☐ The newspaper notice includes:
 - Name of the municipality;
 - Municipal website address (*if the town has a website and it is updated on a regular basis*);
 - Title or subject of the [*ordinance, amendment, repeal*];
 - Full text or concise summary of the [*ordinance, amendment, repeal*];
 - Name, telephone number, and mailing address of a municipal official designated to answer questions and receive comments;
 - Location where the full text of the [*ordinance, amendment, repeal*] may be examined; and
 - Explanation of citizens' right to petition pursuant to 24 V.S.A. § 1973 for a vote on the [*ordinance, amendment, repeal*].

If the town does not receive a voter petition within 44 days of the date the selectboard adopted the [*ordinance, amendment, repeal*]:

- [*ordinance, amendment, repeal*] will become effective on [*date*] which is 60 days after the date of its adoption, or on [*date*] following the expiration of the 60 days as established by the selectboard;
- [*ordinance, amendment, repeal*] recorded in town records on [*date*].

If the town receives a voter petition within 44 days of date the selectboard adopted the [*ordinance, amendment, repeal*], the selectboard must warn (i.e., notice) a (special or annual) town meeting to determine whether voters will disapprove of the [*ordinance, amendment, repeal*].

- ☐ Voter petition received on [*date*].

If the annual town meeting falls within 60 days from receipt of the petition, the selectboard includes an article pertaining to the [*ordinance, amendment, repeal*] in the annual meeting warning and:

- ☐ At least two copies of the ordinance are posted at each polling place during the hours of voting; and
- ☐ Enough copies of the ordinance are made to give to voters at the polls upon request.

If the annual town meeting does not fall within 60 days from receipt of the petition, the selectboard must call a special meeting:

- ☐ On [date], which is within 60 days of the date of receipt of the petition, the selectboard sets the date for (i.e. “calls”) a special town meeting.
- ☐ The selectboard gives notice that the special town meeting is to occur on [date] which is not less than 30 nor more than 40 days from the date when the special town meeting is called.
- ☐ The warning for the special town meeting is signed by a majority of the selectboard and includes:
 - Date and time of the meeting;
 - Location of the polling place or places; and
 - Indication of the specific business to be transacted.
- ☐ The warning for the special town meeting is filed with the clerk.
- ☐ Notice of and warning for the special town meeting is given by:
 - Publishing in [name of publication] newspaper (i.e., the town’s paper designated for warnings) on [date], which is at least 5 days before the special town meeting.
 - Posting on [date], which is not less than 30 nor more than 40 days before the meeting, at the following locations:
 - Near the clerk's office; and
 - In the following two public places in town:
 - _____;
 - _____.
 - Posting on [date], on the town’s website. (MAC recommends posting this website notice simultaneously with public postings, not less than 30 nor more than 40 days before the meeting.)
 - The posted notice includes information on voter registration and early or absentee voting.
- ☐ On the day of the special town meeting and during the hours of voting:
 - At least two copies of the ordinance are posted at each polling place; and
 - Enough copies of the ordinance are made to give to voters at the polls upon request.

If the voters disapprove of the [ordinance, amendment, repeal] at an annual or special town meeting, the [ordinance, amendment, repeal] does not take effect.

If the voters approve of the [ordinance, amendment, repeal] at an annual or special town meeting, the [ordinance, amendment, repeal] takes effect at the conclusion of that meeting (unless otherwise specified).

NOTICE OF AWARD

Date of Issuance: July 25, 2025
Owner: Town of Waitsfield Owner's Project No.: RF1-313-3.0
Engineer: DuBois & King, Inc. Engineer's Project No.: 227947
Project: Waitsfield Community Wastewater System
SBR Manufacturer Pre-Selection
Contract Name: WWTF Project: SBR Pre-Selection
Bidder: Aqua-Aerobic Systems, Inc.
Bidder's Address: 6306 N. Albine Road, Loves Park, IL 61111-7655

You are notified that Owner has accepted your Bid dated June 18, 2025, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Furnish all equipment, piping, controls, appurtenances, technical support, testing, start-up and information required to supply a two-basin Sequencing Batch Reactor (SBR) and effluent filtration system (if required) for the Waitsfield Community Wastewater System - SBR Manufacturer Pre-Selection

The Contract Price of the awarded Contract is \$615,630. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

~~[number of copies sent] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.~~ Three (3) copies of the Agreement will be exchanged electronically and executed.

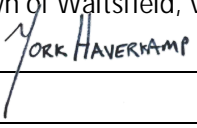
☒ Drawings will be delivered ~~separately from the other Contract Documents.~~ Electronically following the Contract Signing Meeting.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner three (3) counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the ~~Contract security (such as required performance and payment bonds) and insurance documentation~~, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): None

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: Town of Waitsfield, Vermont
By (signature): 
Name (printed): York Haverkamp
Title: Town administrator
Copy: Engineer

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between Town of Waitsfield, Vermont ("Owner") and Aqua-Aerobic Systems, Inc., ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Furnish all equipment, piping, controls, appurtenances, technical support, testing, start-up and information required to supply a two-basin Sequencing Batch Reactor (SBR) and effluent filtration system (if required) for the Waitsfield Community Wastewater System - SBR Manufacturer Pre-Selection; THE PROJECT.

- 1.02 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

Waitsfield Community Wastewater System - SBR Manufacturer Pre-Selection

ARTICLE 2—ENGINEER

- 2.01 The Owner has retained DuBois & King, Inc., Randolph, Vermont ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

ARTICLE 3—CONTRACT TIMES

- 3.01 Time is of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- 3.02 Contract Times: Dates

A. The Work will be complete on or before the contract period established under a separate agreement between the Owner and the General Contractor that will be selected to construct the Waitsfield Community Wastewater System.

- 3.03 Contract Times: Days

A. The Work will be substantially completed within the contract period established under a separate agreement between the Owner and the General Contractor that will be selected to construct the Waitsfield Community Wastewater System.

- 3.05 Liquidated Damages

~~A.~~

- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

3.06 Special Damages

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 4—CONTRACT PRICE

- 4.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
 - A. For all Work other than Unit Price Work, a lump sum of \$ [refer to Contractors Bid]
 - B. The Capital Costs in Pay Item 1 (\$615,630) of the Bid Form shall be held constant over an 8 month period, which will commence at the signing of the agreement between the Owner and the SBR Manufacturer. The Contractor may escalate this price by the percent increase in the ENR Construction Cost Index between the end of this 8 month period and the actual date that this agreement is assigned to the General Contractor, as described in the Instruction for Bidders.

ARTICLE 5—PAYMENT PROCEDURES

5.01 Submittal and Processing of Payments

- A. Equipment shall be supplied in accordance with the Final Design Documents for the Waitsfield Community Wastewater System, anticipated to be bid in the fall of 2025. At the time a separate agreement is signed between the Owner and the selected General Contractor for that project, this agreement will be assigned to the General Contractor. Payment for equipment and work furnished as well as terms and conditions, shall be as stipulated in the agreement signed as part of the Facility Upgrade Project. An allowance will be included in the Construction Contract equivalent to the Capital Costs in Pay Item 1 of the Bid Form, to include the equipment and work furnished herein.

B. Assignment of Contract: The SBR equipment supplier agrees to an assignment of the contract to the Owner's selected General Contractor in accordance with the following:

- 1) The contract includes the stipulation that Contractor, by law, is required to complete and return the SBR equipment suppliers Credit Application and provide a copy of the Payment/Performance bonds,
- 2) Contractor has a satisfactory credit rating/surety of payment,
- 3) The terms and conditions remain as agreed between the SBR equipment supplier and the Owner (i.e., no additional or conflicting terms and conditions of the Contractor will apply), and
- 4) Assignment of the contract must be in writing and executed by authorized personnel of the Owner, the SBR equipment supplier, and the Contractor.

~~5.02 Progress Payments; Retainage~~

5.03 Consent of Surety

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

5.04 Interest

- A. All amounts not paid when due will bear interest at the rate of 1 percent per annum.

ARTICLE 6—CONTRACT DOCUMENTS

6.01 Contents

- A. The Contract Documents consist of all of the following:
1. Notice of Award
 2. This Agreement. (pages 1 to 6, inclusive)
 3. Bonds:
 - a. Performance bond (together with power of attorney) – Not required.
 - b. Payment bond (together with power of attorney) – Not required.
 4. General Conditions.
 5. Supplementary Conditions.
 6. Project Description and SBR Selection Criteria (pages 1– 6, inclusive)
 7. Drawings consisting of 1 sheets bearing the following general title: WASTEWATER MUNN SITE
 8. Addenda (numbers 1 to 2, inclusive).
- B. The Contract Documents listed in Paragraph 6.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 6.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 7—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 3. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 4. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 5. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 6. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 7. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 8. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner,

(b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 Standard General Conditions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

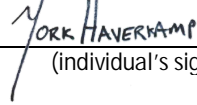
This Agreement will be effective on July 28, 2025 (which is the Effective Date of the Contract).

Owner:

Town of Waitsfield, Vermont

(typed or printed name of organization)

By:



(individual's signature)

Date:

8.6.2025

(date signed)

Name: York Haverkamp

(typed or printed)

Title: Town administrator

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

Aqua-Aerobic Systems, Inc.

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

License No.:

(where applicable)

State:

1 **TOWN OF WAITSFIELD, VERMONT**

2 **Selectboard Meeting Minutes**

3 **Monday, July 28, 2025**

4 **Draft**

5

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

7 **Staff Present:** York Haverkamp, Town Administrator

8 **Others Present:** MRVTV

9

10 **I. Call to Order:** The meeting was called to order at 6:30 pm by Brian Shupe. The meeting was

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

12

13 **II. Regular Business**

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

15 No changes were made to the agenda.

16

17 **2. Public Forum.**

18 Nobody requested time to address the Board.

19

20 **III. Business Items**

21 **1. Liquor License – Emily’s Outdoor Consumption.**

22 It was outlined that Emily’s has an outdoor consumption area now on the patio behind the

23 restaurant, and has applied for a one-time permit for an outdoor event in front of the

24 restaurant on August 6, 2025. This has been approved by the landlord, as there will be a partial

25 road closure, and DLL has also approved this application.

26

27 **MOTION:** *Mr. Babbott-Klein moved to approve Emily’s request for an outdoor consumption*

28 *event to be held on August 6, 2025 from 5:00 pm to 7:30 pm. The motion was seconded by Mr.*

29 *Messer, and passed unanimously.*

30

31 **2. Town Office Elevator.**

32 Mr. Haverkamp provided an update, noting that a quote for the necessary repair had been

33 provided from Otis, in the amount of \$8525.75, and that a second quote for the replacement of

34 the current oil with a hydraulic oil was also submitted, in the amount of \$2751.88. Otis has

35 explained that the life expectancy for the part to be replaced will double from five years to ten

36 years if it is decided to move ahead with the oil replacement. There was some discussion

37 regarding which maintenance lines in the budget might be used for this expense.

38

39 **MOTION:** *Mr. Babbott-Klein moved to approve this work to be done by Otis, both the repair for*

40 *\$8525.75 and the oil replacement for \$2751.88. The motion was seconded by Mr. Messer, and*

41 *passed unanimously.*

42

43 **3. Farley Riverside Park.**

44 Mr. Shupe reported that the landscape architect engaged by the Friends of Virginia Farley

45 group has provided a design for the park, and is currently working on revisions. Mr. Shupe has

46 met with JB Weir to determine what permitting will be needed, and with Charlie Goodman to

discuss development of a small, inconspicuous parking area. The updated site design will be available shortly, and this topic will be on the next Board meeting agenda for further discussion.

4. Rectangular Rapid Flashing Beacon (RRFB).

Mr. Haverkamp reported that the first RRFB ordered is now being assembled by the provider, and that they are able to assemble a second one at this time as well. The company is able to provide a second unit for the same price, and the total amount will be fully covered by the grant which has already been awarded. He noted that VTrans agrees that the Carroll Road intersection is a prime location for an RRFB, and has encouraged the Town to submit an application. VTrans also noted their preference for converting the small section of gravel sidewalk at this site into an ADA sidewalk, and would consider both projects in one application. Mr. Haverkamp pointed out that funds are available in the sidewalk reserve. He also indicated that the road crew is able to install the RRFB units if an installer cannot be found to do this work.

MOTION: *Ms. Ursprung moved to approve the purchase of a second RRFB for \$7154.10 for installation at the intersection of Main Street and Carroll Road, and to apply to VTrans for this installation as well as the suggested sidewalk work. The motion was seconded by Mr. Messer, and passed unanimously.*

5. Garage Sale Permit Application.

Mr. Messer had raised this as an ordinance/policy that is likely no longer needed; it was agreed that several questions need to be answered before further consideration. These include how often the ordinance is used, what relation there might be to the vendor ordinance, the steps necessary for rescinding an ordinance, and locating a copy of the actual *Waitsfield Town Garage Ordinance*. Mr. Haverkamp will research this matter.

6. Transition to .gov email.

Mr. Haverkamp noted that the subscription to Office 365 is in place, that some merging with old addresses needs to take place for staff, and that it would be best to have Henry (IT) attend an upcoming meeting in order to set up the Board member accounts.

7. Wastewater project update - Finance Committee – Selectboard workshop for Wastewater Project.

Mr. Haverkamp outlined that the Project Team had established a tentative workshop for the Selectboard for September 24. An afternoon time was agreed to by Board members. The Board then directed Mr. Haverkamp to create a list of those who would likely be on a to be formed finance Committee, to be approved through the Consent Agenda at the next Board meeting. It was discussed that the scope of the Committee's work will somewhat depend on the grant/loan balance of the USDA package, and any other funding that is confirmed in the coming weeks.

Mr. Haverkamp then explained that the USDA package offer will require a response before the next Selectboard meeting, and that a 'yellow light' acceptance indicates that the USDA will not offer the funds to another party, but that the Town is not obligated until further spending decisions are made regarding the project. He asked that he be authorized to sign the necessary documents, as there will be an August 6 deadline.

MOTION: *Mr. Babbott-Klien moved to authorize the Town Administrator to accept the offer provided by USDA, with the understanding that the Town will be obligated to return the funds if not expended. The motion was seconded by Ms. Ursprung, and passed unanimously.*

10. Consent Agenda.

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

- Approve Bills Payable and Treasurer's Warrants
- Approve Minutes of July 14, 2025
- Approve Public Festival Permit – Mad River Valley Craft Fair

11. Selectboard Roundtable.

Mr. Babbott-Klien spoke of the placement of free furniture on Town property, particularly at the end of the Common Road, and the recent discussions regarding this on Front Porch Forum. He suggested that a related ordinance might be considered during the Board's upcoming policy/ordinance reviews. It was agreed that Mr. Haverkamp will research this matter, with input from JB Weir.

Ms. Ursprung spoke of participating in an informal discussion with Selectboard members from Warren and Moretown regarding traffic calming measures. Mr. Shupe noted the strategy of striping pedestrian/bike lanes to visually narrow car lanes.

Mr. Babbott-Klein asked if there should be 'one vehicle at a time' signage at the covered bridge. There was some discussion of the potential for an ordinance to enforce either the stop signs at either end of the bridge or the overweight limit breached by a second vehicle. Related to this, it was agreed that Mr. Haverkamp will contact Miles Jenness regarding the loose boards on the bridge decking and to get an update on the possible installation of a protection bar.

Mr. Messer reported that the property owners who have been provided with property tax relief by the Town in past years had reached out to him regarding that provision not being in place for the current year. Others present had also spoken with these residents, and explained to them that the approval by the voters had not been included in this year's Town Meeting warning due to there being an oversight related to the lack of a Town Administrator, and that enrollment in the Current Use program would be beneficial. This matter can be considered again during the budget/Town Meeting planning process for the upcoming year.

Mr. Messer noted that there is much activity at the Wait House in terms of repairs and upkeep – painting, shutter repairs, roof replacement and so forth.

12. Town Administrator Update.

Mr. Haverkamp highlighted some items from his written report:

- He has spoken with Tyler Billingsley, Town Engineer, and Charlie Goodman, and hopes to have a draft RFP for the Town Garage planning ready for review at the next Board meeting.

- Shared use of sidewalks is something he is researching, allowing children to use bicycles on sidewalks is a common practice, education regarding bicycles yielding to pedestrians is important.
- A Meadow Road bridge inspection will be taking place, no decisions regarding temporary repairs or other solutions will be made until the inspection is complete and the report provided.
 - It was suggested that the Trembley Road bridge also be addressed, as it has been noted that there are missing and incorrectly sized bolts, and it needs to be understood what work is necessary.
- The new welcome signs have been installed; the northern one went in the previous location, but Waitsfield Telecom has approved that it be moved to the location suggested in the earlier report provided and bby the town administrator.
- The Outdoor Recreation Toolkit project is going well.
- Dana Hill Road repairs and culvert work have been completed.
 - Mr. Shupe noted that Mr. Rodgers will also be addressing the repairs needed on Palmer Hill Road.

Ms. Ursprung noted that she had been asked by the Planning Commission if the Selectboard would like the PC to initiate work on developing a policy/ordinance regarding Short Term Rentals for Waitsfield. It was agreed that Ms. Ursprung should reach out to JB Weir and the PC Chairperson on behalf of the Selectboard.

IV. Other Business

1. Correspondence/reports received were reviewed.

V. Adjourn

The meeting adjourned at 7:51 pm.

Respectfully submitted,
Carol Chamberlin, Recording Secretary