

**TOWN OF WAITSFIELD**  
**SELECTBOARD MEETING AGENDA**  
**Monday, August 25th, 2025 | 6:30 PM**  
**Location: Waitsfield Town Office**  
**(Hybrid format - see access details below)**

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**I. Call to Order – 6:30 PM**

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

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**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. Irasville Village Master Plan Presentation**

**B. Conservation & Recreation District Presentation – CRV**

- Presented by Phil and/or Laura

**C. Waitsfield Historical Society**

- Review of request regarding office rent at the General Wait House

**D. Short-Term Rentals**

- Continued discussion

**E. Wastewater / Grants**

- Catalyst NBRC grant (50/50 funding; 20% non-federal match requirement)
- Authorize the Town Administrator to develop options and submit a pre-application

**F. Road Crew / Traffic**

- Dugway and Butcher House Dr. Stop sign request

**G. Vacancies & Appointments**

- Discussion of open positions and potential appointments (e.g., Animal Control Officer, commission vacancies)
- 

**IV. Consent Agenda**

**A. Items for Approval**

1. Minutes of August 11, 2025
  2. Bills Payable and Treasurer's Warrants
  3. Appointment: Add Pete Reynolds to Water Commission
- 

## **V. Selectboard Round Table**

- General updates and discussion
- 

## **VI. Town Administrator Report**

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## **VII. Executive Session**

Employee Consideration – Pursuant to 1 V.S.A. § 313(a)(3):

The appointment or employment or evaluation of a public officer or employee, provided that the public body shall make a final decision to hire or appoint a public officer or employee in an open meeting and shall explain the reasons for its final decision during the open meeting.

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## **VIII. Adjourn**

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

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

**Meeting ID: 820 5611 7089**

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

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

## **Town Administrator Report**

**August 25, 2025**

On August 11th, I attended the Vermont Council on Rural Development Leadership Summit. Beyond the sessions I found valuable, the highlight for me was finally meeting Annie Decker, our Town's former Town Administrator. We had a wonderful conversation reflecting on past work, current initiatives, and our shared experiences in Waitsfield.

What stood out most—and what I think truly defines our Town—is the people. Annie clearly misses the remarkable community here, and I am continually reminded that it is the people who make this Town and Valley such a special place. I feel fortunate to call Waitsfield my home and to serve as a public servant in a community where neighbors care deeply for one another and understand that we are all part of something greater.

Thank you and Peace,

York Keith Haverkamp

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### **Vacancies & Appointments**

- Several positions remain unfilled, including the Animal Control Officer. It would be good to pull together quickly to realize the vacant positions and discuss how best to recruit and fill vacancies on commissions and boards.

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### **Traffic Ordinance Update**

- Progress is slow, as we are awaiting input from the Sheriff's Department to ensure we only amend the ordinance once.
- Working to ensure that if there are sections outdated that we address them.
- **Stop Sign on Private Road:**
  - VLCT advised that the Town does not need to amend the ordinance to place a stop sign on a private road entering a public road.
  - Per 19 V.S.A. § 1111, an access permit from the Selectboard should have been issued when the private road was established.

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### **Noise Complaint – Roosters**

- A formal complaint was received regarding roosters crowing as early as 2:00 AM, disturbing multiple neighbors.
- After review (thanks to Larissa), the Domestic Animal Ordinance does apply. I will work with either the former Animal Control Officer or the Constable to address the issue respectfully.

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## Roads & Infrastructure

- **Dana Hill Grading (8/20/25):** Project is going very well. I approved a modest cost increase to allow for additional rolling work, which will help protect against structural damage in heavy rain.
- **FEMA Flood Recovery (July 2024 event):**
  - Old Center Fayston and Center Fayston culverts (both doubled in size during the flood) are considered *temporary* structures
  - FEMA on their weekly meeting with me, 8.21.2025, gave us great news stating that funding, as of today, will cover engineering and the long-term culvert fix as laid out in the H&H studies (included in the packet).
  - As a result, our FEMA reimbursement request will decrease (for our road work during the flooding event) by approximately **\$23,000 (2/7 of total request)**.
  - Meadow Road Bridge also saw significant wear; we await the VTrans inspection to determine FEMA's role in repairs.

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## Projects & Grants

- **Active Transportation Corridor:** Attended the 8/13/25 meeting. Great collaboration underway and strong momentum.
- **Irasville Master Plan:** Attended the 8/19/25 committee meeting. The Selectboard will receive a briefing this evening.
- **Paving Grant:** Town received payment of **\$182,590.40** on 8/20/25.
- **NBRC Catalyst Grant:**
  - Opportunity to leverage **\$1M** for the wastewater project.
  - Pre-application due **August 29**.
  - Targeted project: **connecting Waitsfield School to the Irasville wastewater system** (critical for school growth, emergency shelter capacity, and system expansion).
  - Total project cost: **\$2.352M** (including 10% contingency).
- **CDBG Funds (July 2023 flood):** Working with Josh Rogers and Charlie Goodman to determine if funds can support a significant culvert project in Waitsfield Village.
- **Farley Park:**
  - Submitted an **1111 access permit** (\$250 fee in this week's warrant) for the driveway and parking area.



- The revised site plan shifts parking closer to the entrance, reducing costs and improving access.
  - Target completion of near-term improvements by **October 26, 2025, opening celebration**, pending DRB permitting review and VTrans permits.
  - Phase 2 improvements (pollinator garden, interpretive trail, plantings) planned for 2026.
  - **RRFB (Carroll Road Crosswalk):** VTrans provided comments requiring permit amendments. I do not anticipate issues moving forward.
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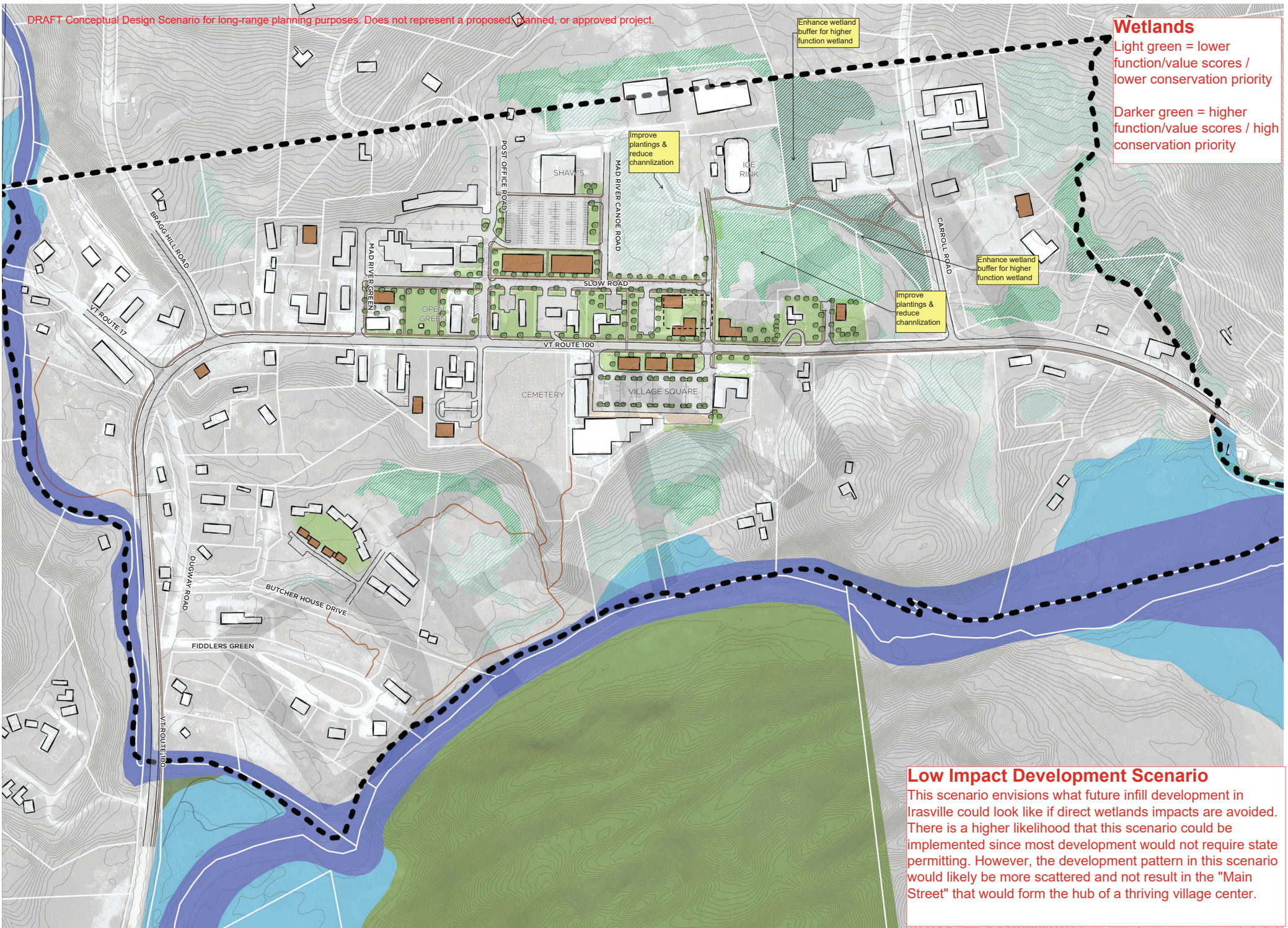
### Summary

- Infrastructure and grant work are progressing, with strong potential for FEMA and NBRC funding support.
- Farley Park, wastewater, and paving projects are advancing toward key milestones.
- Noise complaints and traffic safety issues highlight the need for continued community dialogue and proactive ordinance review.



DRAFT Conceptual Design Scenario for long-range planning purposes. Does not represent a proposed, planned, or approved project.

**Wetlands**  
Light green = lower  
function/value scores /  
lower conservation priority  
  
Darker green = higher  
function/value scores / high  
conservation priority



### Low Impact Development Scenario

This scenario envisions what future infill development in Irasville could look like if direct wetlands impacts are avoided. There is a higher likelihood that this scenario could be implemented since most development would not require state permitting. However, the development pattern in this scenario would likely be more scattered and not result in the "Main Street" that would form the hub of a thriving village center.



DRAFT Conceptual Design Scenario for long-range planning purposes. Does not represent a proposed, planned, or approved project.

## Wetlands

Light green = lower function/value scores / lower conservation priority

Darker green = higher function/value scores / high conservation priority

## Emerging Village Hub Development Scenario

This scenario envisions what future infill development in Irasville could look like if there was some development in the lowest functioning wetlands. There is some uncertainty that this scenario could be implemented given needed wetlands permitting. This scenario would result in a two-block "Main Street" along Slow Road which would become the hub of a walkable village center in Irasville in line with local and regional planning goals and recent state planning law.



**Wetlands**  
 Light green = lower function/value scores / lower conservation priority  
 Darker green = higher function/value scores / high conservation priority

**Expanded Village Hub Development Scenario**  
 This scenario envisions what future infill development in Irasville could look like if there was some development in the lowest functioning wetlands and in slightly higher functioning wetlands. There is higher uncertainty that this scenario could be implemented given needed wetlands permitting. This scenario would result in a three-block "Main Street" along Slow Road which would become the hub of a walkable village center in Irasville in line with local and regional planning goals and recent state planning law. This scenario received the strongest public support at the March 2025 open house event.

Light green = lower function/value scores / lower conservation priority

Darker green = higher function/value scores / high conservation priority

This scenario envisions what future infill development in Irasville could look like if there was some development in the lowest functioning wetlands and in slightly higher functioning wetlands. There is higher uncertainty that this scenario could be implemented given needed wetlands permitting. This scenario would result in a three-block "Main Street" along Slow Road which would become the hub of a walkable village center in Irasville in line with local and regional planning goals and recent state planning law. This scenario received the strongest public support at the March 2025 open house event.



# IRASVILLE VILLAGE MASTER PLAN: PROJECT INFORMATION SHEET

August 2025

## Project Overview

Project Website: <https://storymaps.arcgis.com/collections/af47fecd1e3646a8ada69138fab98b18>

## Master Plan Objectives:

- » **Create more homes.** Identify pathways for the creation of a variety of new homes in Irasville to address the Mad River Valley's longstanding housing affordability and attainability challenges.
- » **Establish Irasville as a local and regional activity hub.** Enhance the village as a pedestrian-friendly destination to shop, dine, gather, and play as well as the jumping off point for nearby outdoor recreation.
- » **Living with wetlands.** Leave 100% of higher-functioning wetland areas and at least 85% of total wetland areas undeveloped while enhancing existing wetlands so there is no net loss of flood mitigation function.

## Core Elements of the Master Plan:

- » **Slow Road as a hub of future infill development.** Slow Road, with relatively low traffic and ample infill development sites, has long been envisioned as the future "Main Street" of Irasville. The plan will present conceptual designs and strategies for pedestrian-friendly infill development along Slow Rd.
- » **A connected multi-modal network.** The plan envisions new pedestrian facilities and trail system connections to improve village walkability and regional trail access.
- » **A suite of wetlands conservation/enhancement tools.** The plan will present an integrated approach for achieving desired infill development while protecting critical wetland functions.
- » **Infrastructure supports infill development.** The plan will leverage the forthcoming Waitsfield Community Wastewater System to support compact and walkable future development, limit sprawl, and protect adjacent waterbodies. This system is currently under development with support from State of Vermont through the American Rescue Plan Act Village Water & Wastewater Initiative and the Clean Water State Revolving Fund.
- » **A shared approach to parking.** To support compact infill development, the plan will present a comprehensive approach to parking that uses existing parking areas, limits new parking infrastructure to the extent feasible, and enhances pedestrian connections for a "park once and walk" experience.

## Project Status:

As of August 2025, we have completed two public open house events, prepared conceptual designs, engaged with relevant state agencies, and started the preparation of a draft planning document. Plan finalization is anticipated in late fall of 2025.

## Contact:

JB Weir, Town of Waitsfield Planning & Zoning Administrator | [jb.weir@waitsfieldvt.gov](mailto:jb.weir@waitsfieldvt.gov)

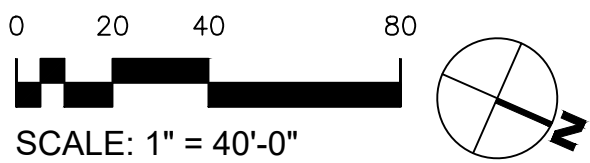


*Conceptual design for mixed-use development and active streetscape along Slow Rd.*





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38 EASTWOOD DRIVE  
SUITE 301  
SOUTH BURLINGTON, VT 05403  
802.522.0576  
CYNTHIA@CYNTHIAKNAUF.COM  
CYNTHIAKNAUF.COM

**Knauf**  
LANDSCAPE ARCHITECTURE



PROJECT NAME	Farley Riverside Park Waitsfield, Vermont
	Route 100
SHEET TITLE	Concept Master Plan

REVISIONS:	
5.20.2025	
8.15.2025	
DATE:	3.27.2025
SCALE:	As Indicated
DRAWN BY:	FRC
SHEET	
<b>L2.1</b>	



**State of Vermont**  
**Structures and Hydraulics Section**  
Barre City Place  
219 North Main Street | Barre, VT 05641  
**vtrans.vermont.gov**

*Agency of Transportation*

[phone] 802-371-7326  
[ttd] 800-253-0191

**TO:** Michelle Redmond, District 6 Project Manager  
Christopher Cyr, District 6 Technician

**CC:** Jeff DeGraff, VTrans Hydraulics Engineer  
Rachel Czar, ANR River Management Engineer

**FROM:** Myles Sornborger, Hydraulics Technician

**DATE:** August 5, 2025

**SUBJECT:** Waitsfield, TH-7, Center Fayston Road, over unnamed tributary to Mad River  
Site location: Culvert 21416-6, 0.5 miles from VT-100  
Coordinates: [44.211611, -72.810778](#)

We have completed our hydraulic study for the above referenced site and offer the following for your use.

### **Hydrology**

The following physical characteristics are descriptive of this drainage basin:

Drainage Area	<b>0.33</b> square miles
Land Cover	Forested with some residential parcels and roads
Water Bodies and Wetlands (NLCD 2006)	0 %
Mean Annual Precipitation	47.5 inches

Using the adjusted USGS (2014) hydrologic method, the following design flow rates were selected:

Annual Exceedance Probability (AEP)	Flow Rate in Cubic Feet per Second (cfs)	
50 % (Q2)	38	
10 % (Q10)	89	
4 % (Q25)	130	Design Flow – Local Road
2 % (Q50)	170	
1 % (Q100)	210	Check Flow

### **Channel Morphology**

The channel for this perennial stream is straight with an estimated local channel slope of 10%. Field measurements of bankfull width (BFW) varied from 8 to 10 feet upstream. Downstream BFW was not measured due to steep naturally confined exposed bedrock channel sections.

### **Existing Conditions**

The existing structure is a squashed corrugated metal pipe with a clear span of 6 feet and a clear height of 5.3 feet, providing a waterway opening of 25 square feet.

Our calculations, field observations and measurements indicate the existing structure does not meet current standards of the VTrans Hydraulic Manual (*see HEI 24-004 on the Engineering Instruction webpage for updated allowable headwater to depth ratios*) nor does the existing structure meet state stream equilibrium standards for bankfull width (span length). The existing structure constricts the channel width, resulting in an increased potential for debris blockage. This complication is known to cause ponding at the inlet, increase stream velocity and scour at the outlet, and may lead to erosion and failure of channel banks.

The existing structure results in a headwater depth of approximately 4.1 feet at 4% AEP and 6.1 feet at 1% AEP.

### **Replacement Recommendations**

In sizing a new structure, we attempt to select structures that meet both the current VTrans hydraulic standards, state environmental standards with regard to span length and opening height, and consider roadway grade and other site constraints.

The feasibility of Aquatic Organism Passage (AOP) at this site is limited by the steep slope of the channel. ANR will need to be consulted to determine if AOP is required at this location. If AOP is required by ANR, the proposed structure will need to be embedded and have bed retention sills installed. If AOP is not required by ANR, a non-embedded, closed bottom structure would be adequate. The replacement structure's clear height above the streambed, as listed below, may need to increase due to the installation of E-Stone.

If ledge is encountered, a buried structure may be difficult to install, and an open bottom structure may be desirable for constructability.

Based on the above considerations and the information available, we recommend any of the following structures as a replacement at this site:

### **Recommended Non-AOP Compliant Structures**

- A corrugated metal pipe with a minimum diameter of 8 feet, providing a waterway area of 50.3 square feet. This structure results in a headwater depth of 3.9 feet at 4% AEP and 5.2 feet at 1% AEP.
- A corrugated metal pipe arch with a minimum clear span of 95 inches and clear height of 67 inches, providing a waterway area of 37 square feet. This structure results in a headwater depth of 3.6 feet at 4% AEP and 5.0 feet at 1% AEP.
- Any similar structure that fits the site conditions could be considered.

### **Recommended AOP Compliant Structure**

- A concrete box with an inside opening span of 8 feet and minimum height of 8 feet. The box invert should be buried 3 feet. This will result in a clear height of 5 feet above streambed, providing 40 square feet of waterway area. Bed retention sills should be added to the bottom of the structure. Sills should be 12 inches high across the full width of the structure, and should be buried so the top of the sills will not be visible. Sills should be spaced no more than 8 feet apart throughout the structure with one sill placed at both the inlet and the outlet. The structure should be filled level to the streambed with E-Stone, Type III, allowing flow to be kept above the surface, providing the conditions necessary for aquatic organism passage. This structure results in a headwater depth of 3.2 feet at 4% AEP and 4.5 feet at 1% AEP.
- Any similar structure that fits the site conditions could be considered. *Any closed bottom AOP compliant structure should have bed retention sills and buried invert as described above.*



To match the approximate local stream slope, the structures recommended above have been modeled with a culvert slope of 10%. With this slope, the channel at the outlet will need to be built up to connect E-Stone through the culvert to the upstream end. When complete, there should be no drop at the outlet. The local stream slope should be verified prior to installation of the new culvert. It is critical that any new structure is set at the average streambed profile.

Stone Fill, Type III should be used to protect any disturbed channel banks or roadway slopes at the structure's inlet and Stone Fill, Type IV should be used below the outlet, up to a height of at least one-foot above the top of the opening. The stone fill should not constrict the channel or structure opening. E-Stone, Type III should be used for the restoration of any disturbed stream channel sections.

Prior to any action toward the implementation of any recommendations received from the VTrans Hydraulics Unit, structure size must be confirmed by the VT ANR River Management Engineer to ensure compliance with state environmental standards for stream crossing structures. Additional coordination may be needed to discuss channel regrading to meet AOP requirements.

This structure is within the mapped FEMA Special Flood Hazard Area, Zone A.

### **General Comments**

It is recommended that a full height headwall and flared wingwalls be constructed at the inlet, matched into the channel banks to smoothly transition flow and protect the structure and roadway approaches from erosion.

Any closed bottom structure should also be equipped with cutoff walls, extending to a depth equal to the culvert rise, up to 4 feet, or to ledge, to serve as undermining prevention. E-Stone thickness plus the bottom of structure thickness should be included when determining the total cutoff wall depth.

A bridge scour evaluation is necessary to adequately design the foundation for any open bottom 3-sided structure. The bottom of abutment footings (spread footing on soil) shall be the minimum of the calculated scour elevation or 6 feet below the channel thalweg, or to ledge, to prevent undermining. Abutments on piles should be designed to be free standing during the calculated scour elevation. The VTrans Hydraulics Manual requires a minimum of 1-foot of freeboard at the design AEP.

**Please note that while a site visit was made, these recommendations were made without the benefit of a survey and are based on limited information.** The final decision regarding replacement of this structure must comply with state regulatory standards, and should take into consideration matching natural channel conditions, roadway grade, environmental concerns, safety, and other requirements.

Please contact us if you have any questions or if we may be of further assistance.

**State of Vermont**  
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[phone] 802-371-7326  
[ttd] 800-253-0191

**TO:** Michelle Redmond, District 6 Project Manager  
Christopher Cyr, District 6 Technician

**CC:** Jeff DeGraff, VTrans Hydraulics Engineer  
Rachel Czar, ANR River Management Engineer

**FROM:** Keith Friedland, Hydraulics Technician

**DATE:** July 25, 2025

**SUBJECT:** Waitsfield, TH-14, Old Center Fayston Road, over unnamed tributary to Mad River  
Site location: 0.5 miles from VT-100  
Coordinates: [44.203972, -72.820139](#)

We have completed our hydraulic study for the above referenced site and offer the following for your use.

### **Hydrology**

The following physical characteristics are descriptive of this drainage basin:

Drainage Area	<b>1.62</b> square miles
Land Cover	Forest with some fields and rural residences
Water Bodies and Wetlands (NLCD 2006)	0.0 %
Mean Annual Precipitation	51.9 inches

Using the adjusted USGS (2014) hydrologic method, the following design flow rates were selected:

Annual Exceedance Probability (AEP)	Flow Rate in Cubic Feet per Second (cfs)	
50 % (Q2)	120	
10 % (Q10)	250	
4 % (Q25)	340	Design Flow – Local Road
2 % (Q50)	430	
1 % (Q100)	530	Check Flow

### **Channel Morphology**

The channel for this perennial stream is straight to sinuous with an estimated local channel slope of 6%. Field measurements of bankfull width (BFW) varied from 15 to 17 feet upstream of the structure and 16 to 18 feet downstream of the structure. Exposed bedrock was observed in the upstream channel. There is a 3-foot ‘drop’ from the existing culvert outlet invert to the streambed.

### **Existing Conditions**

The existing structure is a corrugated metal pipe arch with a clear span of 8.8 feet and a clear height of 6 feet, providing an approximate waterway opening of 42 square feet. Our calculations, field observations and measurements indicate the existing structure does not meet current standards of the VTrans Hydraulic Manual (see HEI 24-004 on the Engineering Instruction webpage for updated allowable headwater to depth ratios) nor

does the existing structure meet state stream equilibrium standards for bankfull width (span length). The existing structure constricts the channel width, resulting in an increased potential for debris blockage. This complication is known to cause ponding at the inlet, increase stream velocity and scour at the outlet, and may lead to erosion and failure of channel banks.

The existing structure results in water overtopping the roadway at the 4% AEP.

### **Replacement Recommendations**

In sizing a new structure, we attempt to select structures that meet both the current VTrans hydraulic standards, state environmental standards with regard to span length and opening height, and consider roadway grade and other site constraints.

**\*\*If shallow bedrock is encountered, a buried structure may be difficult to install, and an open bottom structure with footings pinned to bedrock may be desirable for constructability. It is recommended that a subsurface investigation is performed to determine if an open bottom structure will be required for this crossing.\*\***

Based on the above considerations and the information available, we recommend any of the following structures as a replacement at this site:

- A concrete box with an inside opening span of 16 feet and minimum height of 8.5 feet. The box invert should be buried 3 feet. This will result in a clear height of 5.5 feet above streambed, providing 88 square feet of waterway area. Bed retention sills should be added in the bottom of the structure. Sills should be 12 inches high across the full width of the structure, and should be buried so the top of the sills will not be visible. Sills should be spaced no more than 8 feet apart throughout the structure with one sill placed at both the inlet and the outlet. The structure should be filled level to the streambed with E-Stone, Type III, allowing flow to be kept above the surface, providing the conditions necessary for aquatic organism passage. This structure results in a headwater depth of 3.9 feet at 4% AEP and 5.3 feet at 1% AEP.
- A metal box with an inside opening span of 17'-2" and minimum height of 8'-4". This structure was modeled with a full height inlet headwall. The box invert should be buried 3 feet. This will result in a clear height of 5.3 feet above streambed, providing 75 square feet of waterway area. Bed retention sills need to be added and filled as described for the box above. This structure results in a headwater depth of 3.6 feet at 4% AEP and 5.0 feet at 1% AEP.
- An open bottom concrete box with a minimum clear span of 16 feet and clear height of 5.5 feet, providing a waterway area of 88 square feet. The bottom of abutment footings should be pinned to bedrock to prevent undermining. This structure results in a headwater depth of 3.9 feet at 4% AEP and 5.3 feet at 1% AEP.
- Any similar structure that fits the site conditions could be considered. *Any structure with a closed bottom should have bed retention sills and a buried invert as described above.*

To match the approximate local stream slope, the structures recommended above have been modeled with a culvert slope of 6%. With this slope, the channel at the outlet will need to be built up to connect E-Stone, Type III through the culvert to the upstream end. When complete, there should be no drop at the outlet. The local stream slope should be verified prior to installation of the new culvert. It is critical that any new structure is set at the average streambed profile.

Stone Fill, Type III should be used to protect any disturbed channel banks or roadway slopes at the structure's inlet and outlet, up to a height of at least one-foot above the top of the opening. The stone fill should not constrict the channel or structure opening. E-Stone, Type III should be used for the restoration of any disturbed stream channel sections.

Prior to any action toward the implementation of any recommendations received from the VTrans Hydraulics Unit, structure size must be confirmed by the VT ANR River Management Engineer to ensure compliance with state environmental standards for stream crossing structures.

This structure is within the mapped FEMA Special Flood Hazard Area, Zone A.

### **General Comments**

It is recommended that a full height headwall and flared wingwalls be constructed at the inlet, matched into the channel banks to smoothly transition flow and protect the structure and roadway approaches from erosion.

Any closed bottom structure should also be equipped with cutoff walls, extending to a depth equal to the culvert rise, up to 4 feet, or to ledge, to serve as undermining prevention. E-Stone thickness plus the bottom of structure thickness should be included when determining the total cutoff wall depth.

A bridge scour evaluation is necessary to adequately design the foundation for any open bottom 3-sided structure. The bottom of abutment footings (spread footing on soil) shall be the minimum of the calculated scour elevation or 6 feet below the channel thalweg, **or to ledge**, to prevent undermining. Abutments on piles should be designed to be free standing during the calculated scour elevation.

If an open bottom 3-sided structure (bridge) is installed, the VTrans Hydraulics Manual requires a minimum of 1-foot of freeboard at the design AEP.

**Please note that while a site visit was made, these recommendations were made without the benefit of a survey and are based on limited information.** The final decision regarding replacement of this structure must comply with state regulatory standards, and should take into consideration matching natural channel conditions, roadway grade, environmental concerns, safety, and other requirements.

Please contact us if you have any questions or if we may be of further assistance.

# TOWN OF WAITSFIELD, VERMONT

## Selectboard Meeting Minutes

Monday, August 11, 2025

**Draft**

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

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

**Others Present:** Jennifer Davidson (Historical Society), Alice DeHeer (Historical Society), Sam Jackson (Green Mountain Valley School), Peter Laskowski (Historical Society), Kathy Mehuron (Historical Society), MRVTV, Alice Peal, Taylor Radke (Historical Society),

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

### II. Regular Business

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

No changes were made to the agenda.

#### 2. Public Forum.

Nobody requested time to address the Board.

### III. Business Items

#### 1. Waitsfield Historical Society Rent Exemption Request.

Mr. Shupe thanked the many people whose efforts have led to investment in the building and the work that has been completed. He then provided some background on the Town's ownership of the Wait House and the funding contributed by the Historical Society for that purchase, and outlined the areas of the building/barn that have been provided for Historical Society use with no rent being requested. When the Chamber of Commerce moved, the Historical Society also began using the space made available by their departure; while it is understood that there was Selectboard approval for this expanded use, nothing regarding the use or rental payments was ever documented. When use of the barn was discontinued, there was consideration of changes in the management structure which has resulted in the establishment of the Wait House Commission and some capital funding, and the resulting repairs which have been made to the building. Mr. Shupe then explained that it is necessary for sustainability of the building to receive rent payments for the space previously occupied by the Chamber, and that the Selectboard continues to allow for the use of the parlor and upstairs office space to the Historical Society with a rent exemption. He noted that the Board has received a request from the Historical Society to have all the spaces used by them be exempt from rent payments. Ms. DeHeer clarified that the upstairs office space is no longer used by the Historical Society; they currently occupy two spaces downstairs in addition to the parlor room – a small storage room and the larger room which was previously occupied by the Chamber.

Ms. DeHeer then outlined that the Historical Society's paying for some tree removal at the Wait House was meant to be accompanied by a letter regarding rent reduction, but that the letter never reached the Selectboard due to staffing issues. She explained that room 102 is the room for which rent is now being charged, and that room 101 and the parlor space are already set up

to be rent free.

Several of the Historical Society members present spoke of the group's short-term and long-range plans, the popularity of their collections with both local visitors and those doing research from afar, and the Society's goals of documentation, preservation, and education. The speakers all indicated that having a monthly rent expense is detrimental to these plans, which all require some level of funding.

Mr. Shupe noted that the building is intended to serve as a center for community service, and that he understands the benefits of the Historical Society's work, and also believes that the Wait House Commission rent proposal strikes a balance for supporting the Society and at the same time ensuring some income to provide for building maintenance.

Mr. Shupe expressed his preference for further discussion with the full Board present before a decision is made regarding this matter, and it was agreed to place the matter on the next meeting's agenda.

## **2. Green Mountain Valley School (GMVS) Event.**

Sam Jackson outlined plans for an orientation adventure event/race that the school intends to set up for September 12, which will include biking, running, and hiking in small groups. Portions of the proposed route are in Waitsfield. It was agreed that a Festival Permit is not necessary, but that permission needs to be granted for the use of Town roads. Board members requested that Mr. Jackson notify MRVAS and the Fire Department of this event. He agreed to do so, and also outlined that he anticipates letting the community know of the event through FPF postings and signage along the route in advance of the event.

**MOTION:** *Mr. Babbott-Klein moved to approve the use of Town roads on September 12, 2025 for the GMVS Adventure Race, pending compliance with local requirements and coordination with local emergency services. The motion was seconded by Mr. Messer, and passed unanimously.*

## **3. Town Garage RFP.**

Mr. Haverkamp noted that the draft included in the meeting packet had been approved by Charlie Goodman. He also explained that he intends to add in dates for deadlines after reviewing the upcoming Board meeting schedule and looking into standard timelines. It was suggested that Mr. Haverkamp look into any potential grant opportunities for this work, which he agreed to do.

**MOTION:** *Mr. Babbott-Klein moved to authorize the Town Administrator to finalize and publish the draft RFP. The motion was seconded by Mr. Messer, and passed unanimously.*

## **4. Garage Sale Ordinance.**

Mr. Haverkamp reported that approximately 5 – 10 permits are issued annually through this Ordinance, and noted that the process for repealing an ordinance was outlined in the meeting packet. He explained that this situation is somewhat complicated by the inclusion of a reference to the Ordinance in the Zoning Bylaws, which will need to be removed if the

Ordinance is repealed. It was agreed to repeal the Ordinance, and to include the necessary Bylaw change in the next set of revisions put forward for adoption.

**MOTION:** *Mr. Messer moved to repeal the Garage Sale Ordinance. The motion was seconded by Mr. Babbott-Klein, and passed unanimously.*

#### **5. Short-Term Rental (STR) Policy.**

Mr. Shupe indicated that it had been identified that better STR management and oversight is a priority item in the Work Plan, and noted that JB Weir and Jonathan Ursprung (PC Chair) have both agreed that initial development of a draft policy/ordinance is an appropriate role for the PC. He explained that safety concerns and an understanding of STR impacts on long term rentals are the primary goals of this effort. Mr. Messer expressed reservations regarding a need to develop such a policy/ordinance, and it was agreed to discuss this matter again at the next Board meeting.

#### **6. Road Crew Items.**

Ventrac Brush Hog Quote – Mr. Haverkamp explained that providing the Road Crew with the ability to perform brush hogging on Town properties will eliminate some need for private contractors and allow for addressing various maintenance issues. He indicated that the Heavy Equipment Reserve Fund does not have the full amount of this purchase available; it was agreed that this is an amount for which use of the Unassigned Fund Balance is suitable.

**MOTION:** *Mr. Messer moved to approve the purchase of the Brush Hog attachment for the Ventrac at a price of \$5789. The motion was seconded by Mr. Babbott-Klein, and passed unanimously.*

Dana Hill/Kingsbury Grading Quote – Mr. Shupe reported that the Road Crew had provided some material and completed some repair work on the road, but that Josh Rogers has suggested that a private contractor be hired to do further improvements and grading. Mr. Laskowski expressed appreciation for the recent improvements, noting that the culverts are in better shape.

**MOTION:** *Mr. Babbott-Klein moved to approve contracting with Kingsbury for the amount of \$3460 for further improvement to Dana Hill Road, with the funds to come from the Road Department Contracted Services budget line. The motion was seconded by Mr. Messer, and passed unanimously.*

#### **7. Path Co-location Engineering Grant.**

Brian explained that Misha Golfman (MRPA) had contacted the Town regarding the submission of a grant application to the federal Rural and Tribal Assistance Program to help fund the engineering planning for the portion of the Route 100 Transportation Corridor that will align with the installation of the wastewater system. Ms. Peal explained that there was a submission to the same funding program authorized previously, but that the logistics of the program's funding created a lapse in fund availability. The program is now accepting applications again, and Ms. Peal and Keith Cubbon (CVRPC) are ready to resubmit the application for assistance with engineering work for a long-term solution for the Meadow Road bridge. She noted that Mr. Cubbon has advised against the Town's submitting two competing applications, and there

was some discussion regarding which project would be a better fit for the grant parameters. It was agreed that the Meadow Road bridge is a priority project.

**MOTION:** *Mr. Messer moved to reaffirm the authorization to apply for Meadow Road bridge engineering through the Rural and Tribal Assistance Program, and to forego an application for the Route 100 Transportation Corridor at this time. The motion was seconded by Mr. Babbott-Klein, and passed unanimously.*

## **6. Traffic Ordinance Updates.**

Speed Limit Adjustments – The speed limits outlined in the Ordinance need to be adjusted to be compatible with the recently changed limits at either end of the approach to the Village/Irasville area.

Great Eddy Bridge Weight Limit – Weight limit language needs to be added to the Ordinance.

Great Eddy Bridge Signage – The stop sign is not included in the Ordinance, and the intent is to clarify that only one vehicle may be on the bridge at a time.

Mr. Haverkamp will make the changes as necessary for the Route 100/Main Street speed limits, and will contact VTrans and the Sheriff's Department to determine appropriate language for the bridge signage. He will provide a draft for consideration at the next meeting.

## **7. Consent Agenda.**

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

- Approve Bills Payable and Treasurer's Warrants
- Approve Minutes of July 28, 2025

## **7. Selectboard Roundtable.**

Nobody raised any topics during the Roundtable.

## **8. Town Administrator Update.**

Mr. Haverkamp highlighted some items from his written report:

- He has contacted Miles Jenness regarding the loose planking on the covered bridge, and noted that Mr. Jenness believes some of the support beams may be softening. Mr. Haverkamp has reached out to VTrans regarding a bridge inspection, and he indicated that Charlie Goodman will participate in discussions regarding potential solutions.
- He is working with VTrans regarding access to the Virginia Farley Memorial Park.
- Josh Rogers has worked with VTrans to develop a plan for work at Ski Valley Acres Road which will be able to make use of this year's Grants in Aid funding, and will also be developing a plan for next year's funds.

## **9. Executive Session.**

**MOTION:** *A motion to find pursuant to 1 V.S.A § 313 (a) (1) that premature general knowledge of confidential attorney-client communications made for the purpose of providing professional*



183 *legal services to the public body would clearly place the public body or a person involved at a*  
184 *substantial disadvantage passed unanimously.*

185 **MOTION:** *A motion to enter Executive Session pursuant to 1 V.S.A. § 313 (a) (1E) [Confidential*  
186 *attorney-client communications], and 1 V.S.A. § 313 (a) (10) [Public Body Security and*  
187 *Emergency Response Measures] passed unanimously.*

188 The meeting entered Executive Session at 8:14 pm and returned to open session at xxx pm.

189 **IV. Other Business**

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

191 **V. Adjourn**

192 The meeting adjourned at xxx pm.

193 Respectfully submitted,  
194 Carol Chamberlin, Recording Secretary

**STATE OF VERMONT  
AGENCY OF TRANSPORTATION  
STANDARD GRANT AGREEMENT**

**Part 2 – Grant Agreement**

1. Parties: This is a Grant Agreement between the State of Vermont, Agency of Transportation, (hereinafter called “State”), and the **Town of Waitsfield**, a **US Local Government** with its principal place of business at **4144 Main Street, Waitsfield, VT 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 for implementation of Best Management Practices (BMPs) in accordance with the Vermont Department of Environmental Conservation’s (DEC) Municipal Roads General Permit (MRGP).
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 shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee.
5. Cancellation: This Grant may be cancelled by either party by giving written notice at least thirty (30) days in advance.
6. Attachments: This Grant Agreement consists of **16** pages including the following attachments which are incorporated herein:

Grant Agreement Part 2 – Grant Agreement

Grant Agreement Part 1 – Grant Award Detail

Attachment A - Scope of Work

Attachment B - Payment Provisions

Attachment C - Standard State Provisions for Contracts and Grants (revised 10/01/2024)

Attachment D - Other Provisions

Attachment E - DOT Standard Title VI Assurances and Non-Discrimination Provisions

(DOT 1050.2A) - Assurance Appendix A and Assurance Appendix E

7. 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 D – Other Provisions
  - 3) Attachment C - Standard State Provisions for Contracts and Grants
  - 4) Attachment A – Scope of Work
  - 5) Attachment B – Payment Provisions

6) Attachment E - DOT Standard Title VI Assurances and Non-Discrimination Provisions  
(DOT 1050.2A) - Assurance Appendix A and Assurance Appendix E

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

By the State of Vermont  
Agency of Transportation

By the Grantee:  
**TOWN OF WAITSFIELD**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Joe Flynn

Name: \_\_\_\_\_

Title: Secretary of Transportation

Title: \_\_\_\_\_

## STATE OF VERMONT GRANT AGREEMENT

## Part 1-Grant Award Detail

## SECTION I - GENERAL GRANT INFORMATION

<sup>1</sup> Grant #: GA1148		<sup>2</sup> Original <input checked="" type="checkbox"/> Amendment # _____	
<sup>3</sup> Grant Title: Grants in Aid - FY26			
<sup>4</sup> Amount Previously Awarded: \$0.00		<sup>5</sup> Amount Awarded This Action: \$15,000.00	
		<sup>6</sup> Total Award Amount: \$15,000.00	
<sup>7</sup> Award Start Date: Jul 01, 2025		<sup>8</sup> Award End Date: Sep 30, 2026	
<sup>9</sup> Subrecipient Award: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>			
<sup>10</sup> Supplier #: 0000040590		<sup>11</sup> Grantee Name: Town of Waitsfield	
<sup>12</sup> Grantee Address: 4144 Main Street			
<sup>13</sup> City: Waitsfield		<sup>14</sup> State: VT	
		<sup>15</sup> Zip Code: 05673	
<sup>16</sup> State Granting Agency: Vermont Agency of Transportation			<sup>17</sup> Business Unit: 08100
<sup>18</sup> Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		<sup>19</sup> Match/In-Kind: \$ \$3,750.00 Description: 20% Required Match	
<sup>20</sup> 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

<sup>21</sup> Grantee Identifier [UEI] #: KJCLKHNSFKW8		<sup>22</sup> Indirect Rate: N/A % (Approved rate or de minimis 10%)		<sup>23</sup> FFATA: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
<sup>24</sup> Grantee Fiscal Year End Month (MM format): 06				<sup>25</sup> R&D: <input type="checkbox"/>	
<sup>26</sup> EEI Registered Name (if different than VISION Vendor Name in Box 11):					

## SECTION III - FUNDING ALLOCATION

## STATE FUNDS

Fund Type	<sup>27</sup> Awarded Previously	<sup>28</sup> Award This Action	<sup>29</sup> Cumulative Award	<sup>30</sup> Special & Other Fund Descriptions
General Fund	\$0.00	\$0.00	\$0.00	
Special Fund	\$0.00	\$15,000.00	\$15,000.00	Clean Water Funds
Global Commitment (non-subrecipient funds)	\$0.00	\$0.00	\$0.00	
Other State Funds	\$0.00	\$0.00	\$0.00	

## FEDERAL FUNDS

(includes subrecipient Global Commitment funds)

## Required Federal Award Information

<sup>31</sup> ALN#	<sup>32</sup> Program Title	<sup>33</sup> Awarded Previously	<sup>34</sup> Award This Action	<sup>35</sup> Cumulative Award	<sup>36</sup> FAIN	<sup>37</sup> Federal Award Date	<sup>38</sup> Total Federal Award
		\$0.00	\$0.00	\$0.00			
<sup>39</sup> Federal Awarding Agency:		<sup>40</sup> Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
Total Awarded - All Funds		\$0.00	\$15,000.00	\$15,000.00			

## SECTION IV - CONTACT INFORMATION

<b>STATE GRANTING AGENCY</b> NAME: Ross Gouin TITLE: Grants in Aid Project Coordinator PHONE: Cell (802) 595 - 2381 EMAIL: ross.gouin@vermont.gov	<b>GRANTEE</b> NAME: York Keith Haverkamp TITLE: Town Admin PHONE: Office: (802) 496 - 2780 EMAIL: townadmin@gmavt.net
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## ATTACHMENT A SCOPE OF WORK

### 1. LOCATION OF WORK:

The work described below shall be located on hydrologically connected road segment(s) that currently do not meet the Vermont Department of Environmental Conservation's (DEC) Municipal Roads General Permit (MRGP) standards in the Municipality of: **Town of Waitsfield**

### 2. WORK TO BE COMPLETED BY GRANTEE:

Implementation of Best Management Practices (BMPs) in accordance with the Vermont Department of Environmental Conservation's (DEC) Municipal Roads General Permit (MRGP) on eligible road segments that are not fully compliant with the MRGP. Supportive work specific to the grant, including selection of location (hydrologically connected segments), selection of BMP's to be implemented, pre-construction road erosion inventory of segments to be worked on, and post-construction reporting of completed work, is eligible under the terms of this grant. Supportive work is limited to 10% of the grant award with a maximum amount of One Thousand Five Hundred Dollars (\$1,500.00).

#### **Grantee Agrees to:**

- Conduct a preconstruction site visit and complete a Preconstruction Site Visit Report as required by VTrans.
- Receive written authorization to proceed from VTrans prior to beginning BMP implementation.
- Construct the BMP(s) on hydrologically connected roads to bring road segments into full compliance with MRGP standards.
- Complete a post construction assessment of each road segment repaired and provide the post construction assessment to DEC using the MRGP portal/app. Reimbursement will require prior certification that the repaired road segments are fully compliant with the MRGP.

#### **BMPs include:**

- Grass and stone-lined drainage ditches and stone check-dams;
- Turnouts, cross culverts, and other disconnection and infiltration practices;
- Lowering of high road shoulders;
- Installation or replacement of drainage culverts and driveway culverts on non-perennial streams within right of way and installation of culvert headwalls and outlet stabilization;
- Stabilizing conveyance zones;
- Addressing gully erosion on Class 4 roads;
- Addition of gravel to meet roadway/travel lane standards and;
- Stabilizing catch basin outlets.

Work must be completed in accordance with specifications contained in the MRGP, the Vermont Better Roads Manual, Agency of Natural Resources (ANR) Stormwater Manual, Green Stormwater Infrastructure sizing tool for small sites, or other applicable manual(s) with approval of the State.

### 3. SPECIAL CONDITIONS:

Per legislation passed in 2017, grant recipients for projects with anticipated construction durations of greater than two weeks shall post a Clean Water Project Sign in a location that is publicly visible within the project limits. Please contact [Grantsinaid@vermont.gov](mailto:Grantsinaid@vermont.gov) for details on how to obtain a sign.

### 4. RESOURCE LINKS:

- Preconstruction Site Visit Report: [VTrans Grants in Aid Program | Agency of Transportation \(vermont.gov\)](#)
- MRGP portal/app: [Municipal Roads Program | Department of Environmental Conservation \(vermont.gov\)](#)
- Vermont Better Roads Manual: [Better Roads | Agency of Transportation \(vermont.gov\)](#)
- Agency of Natural Resources (ANR) Stormwater Manual: [stormwater | Department of Environmental Conservation \(vermont.gov\)](#)
- Green Stormwater Infrastructure Toolkit: [Green Stormwater Infrastructure Toolkit | Vermont League of Cities and Towns \(vlct.org\)](#)
- Clean Water Project Sign: [Project Signage | Department of Environmental Conservation \(vermont.gov\)](#)

## ATTACHMENT B PAYMENT PROVISIONS

The State agrees to reimburse the Grantee for actual expenses incurred or services provided by the Grantee in the performance of program functions outlined in the grant up to the total award amount stated on the Part 1 - Grant Award Detail, provided such services are within the scope of the grant agreement and are authorized as provided under the terms and conditions of this grant agreement. Award of a grant agreement does not guarantee payment of any or all the total award amount stated on the Part 1 - Grant Award Detail. The State reserves the right to recoup funds, if a payment is determined to be improper.

The Grantee shall invoice the State with properly documented bills that clearly reference the Project name and number, using the standard Municipal Grants in Aid invoice form, which Grantee shall send electronically via email to: [Grantsinaid@vermont.gov](mailto:Grantsinaid@vermont.gov)

In addition to properly documented invoices, the Grantee must provide the State with the following documentation to be eligible for reimbursement:

1. One, color photograph per Road Segment, showing the road segment after completion.
2. Municipal Grants in Aid Invoicing Spreadsheet using the template provided by State.

Complete a post construction assessment of each road segment repaired and provide the post construction assessment to DEC using the MRGP portal/app. Reimbursement will require certification that the repaired road segments are fully compliant with MRGP.

The State will close out this award when it determines that all applicable administrative actions and all required work of the award have been completed by the Grantee. To be reimbursed under the conditions of this Grant, the Grantee must submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the award. The State, at its sole discretion, may extend the 90-day submittal period, when requested and justified by the Grantee.

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

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

**2. Entire Agreement:** This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

**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 \$1,000,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.
- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (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 PROVISIONS

1. **Cost of Materials:** Grantee will not buy materials and resell to the State at a profit.
2. **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.
3. **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.
4. **Grantee's Liens:** Grantee will discharge all contractors' or mechanics' liens imposed on property of the State through the actions of subcontractors.
5. **State Minimum Wage:** The Grantee will comply with the state minimum wage laws and regulations, if applicable.
6. **Equal Opportunity Plan:** If it is required by the Federal Office of Civil Rights to have a plan, the Grantee must provide a copy of the approval of its Equal Opportunity Plan.
7. **Construction:** The Grantee will construct the project using sound engineering practices and in accordance with plans defining the work.
8. **Permits, Compliance with Permit Conditions.** The Grantee will obtain all necessary permits and other approvals required to construct the Project and will be responsible for assuring that all permit or approval requirements are complied with during construction and, to the extent applicable, for the life of the project.
9. **Damage to Abutters.** The Grantee will pay the total cost of any incidental damages that may be sustained by abutting or adjacent property owners or occupants as the result of construction of the project.
10. **Acquisition of Additional Right-of-Way.** The Grantee will be responsible for obtaining additional right-of-way, if any, needed for the project. The cost of any such right-of-way shall be the responsibility of the Grantee.
11. **Utility Relocations.** The Grantee will be responsible for making any necessary arrangements for utility relocations needed to accommodate the project. Please call Dig Safe at 1-800-DigSafe ([www.digsafe.com](http://www.digsafe.com)). The cost of any improvements to existing utilities shall be the responsibility of the Grantee or the utility.
12. **Traffic Control.** The Grantee will provide all traffic control necessary to assure the safe movement of traffic during construction.

13. **Maintenance of Project Improvements.** The Grantee will maintain the completed project in a manner satisfactory to the State or its authorized representatives and shall make ample provisions each year for town highways and structures. In this regard, the Grantee acknowledges that its attention has been directed to Vermont Statutes Annotated, Title 19, Sections 304 (Duties of selectmen) and 310 (Highways, bridges and trails).
14. **Cargo Preference Act Compliance (if applicable).** The contractor/recipient/subrecipient is hereby notified that the Contractor and Subcontractor(s)/recipients and subrecipients are required to follow the requirements of 46 CFR 381.7 (a)-(b), if applicable. For guidance on requirements of Part 381 – Cargo Preference – U.S. Flag Vessels please go to the following web link:  
<https://www.fhwa.dot.gov/construction/cqit/cargo.cfm>

**ATTACHMENT E**  
**DOT Standard Title VI Assurances and Non-Discrimination Provisions**  
**(DOT 1050.2A) - Assurance Appendix A and Assurance Appendix E**

### ***Assurance Appendix A***

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement

as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.



## Assurance Appendix E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin), as implemented by 49 C.F.R. § 21.1 *et seq.* and 49 C.F.R. § 303;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (102 Stat. 28.), (“...*which restore[d] the broad scope of coverage and to clarify the application of title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and title VI of the Civil Rights Act of 1964.*”);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*), as implemented by 49 C.F.R. § 25.1 *et seq.*



# Vermont League of Cities & Towns

Issue Date: 04/12/2025

Policy Number: PACIF1735-25

## CERTIFICATE OF COVERAGE

### Company Affording Coverage

#### Named Member

Town of Waitsfield and Joslin Memorial Library  
Attn: Annie Decker-Dell'Isola  
4144 Main St  
Waitsfield, VT 05673

VLCT Property & Casualty Intermunicipal Fund, Inc.  
89 Main Street Suite 4  
Montpelier, VT 05602

This is to certify that the policies of coverage listed below have been issued to the named member listed above for the policy period indicated. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded by the policies described herein is subject to all the terms, definitions, exclusions, and conditions of such policies. Note that limits shown may have been reduced by paid claims.

Type of Coverage	Term	Limits of Liability
<b>Commercial General Liability</b> Coverage Includes: Premises/Operations Products/Completed Operations Personal Injury Contractual Independent Contractors Broad Form Property Damage	01/01/2025 - 01/01/2026	\$10,000,000 Per Occurrence
<b>Automobile Liability</b> Any Auto Hired Autos Non-Owned Autos Comprehensive/Collision	01/01/2025 - 01/01/2026	\$10,000,000 Per Occurrence  ACV
<b>Workers Compensation</b> And Employers Liability	01/01/2025 - 01/01/2026	Statutory  \$5,000,000 Per Occurrence and in the Aggregate
<b>Property</b>	01/01/2025 - 01/01/2026	As Per Policy Declarations
<b>Other:</b> The State of Vermont and its agencies, departments, officers and employees are included as an additional covered party (additional insured) for Automobile Liability, General Liability and Property Damage, but only in respect to operations by or on behalf of the Named Member, as respects the grant. Coverage shall be primary and noncontributory with any other insurance, when required by contract.		
<b>Certificate Holder:</b> State of Vermont Agency of Transportation-Contract Administration 219 North Main Street, Suite 105 Barre, VT 05641	<b>This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies above.</b>  <b>Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the Certificate Holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents, or representatives.</b>	

Authorized Representative:

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

**VERMONT AGENCY OF TRANSPORTATION  
State Highway Access and Work Permit**

**FEE SCHEDULE (July 1, 2016)**

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  
(802) 279-1152

Municipal and State projects are **not** exempt from fees. Nonprofit organizations and companies are **not** exempt from fees. Permit revisions and time completions are **not** exempt from fees. **Fees are not refundable.**

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)

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

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;
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 issued to utility companies;
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; and
7. **Any questions please call the Permitting Services Office at (802) 636-0037**

Applicant to Complete

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, York Haverkamp. 4144 Main St. Waitsfield, VT 05673  
york.haverkamp@waitsfieldvt.gov 802 496-2218  
Co-Applicant's Name, Address, E-mail & Phone No. (if different from above) \_\_\_\_\_

The location of work (town, highway route, distance to nearest mile marker or intersection & which side)  
44.17072431665563, -72.8320784245572 388 meters south of Lareau rd. the drive for the park is on West side of rt 100 and 4,451.82 ft (1.36  
4,451.82 ft (1.36 There is already an agriculture entrance off of rt. 100 for agriculture.  
Description of work to be performed in the highway right-of-way (attach plan) \_\_\_\_\_  
There is already an agriculture entrance off of rt. 100 for agriculture. The plan is for this to be a permitted entrance for Farley Park  
The drive, in the VTrans right of way will be unchanged.

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 September-October 20 25  
Owner/Applicant: York Haverkamp Position Title: Town administrator  
(Print name above)

Sign in Shaded area:		Date:	<u>8.20.2025</u>
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Co-Applicant: \_\_\_\_\_ Position Title: \_\_\_\_\_  
(Print name above)

Sign in Shaded area:		Date:	
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**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: 2178 Airport Rd, Berlin VT 05641**

## 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.

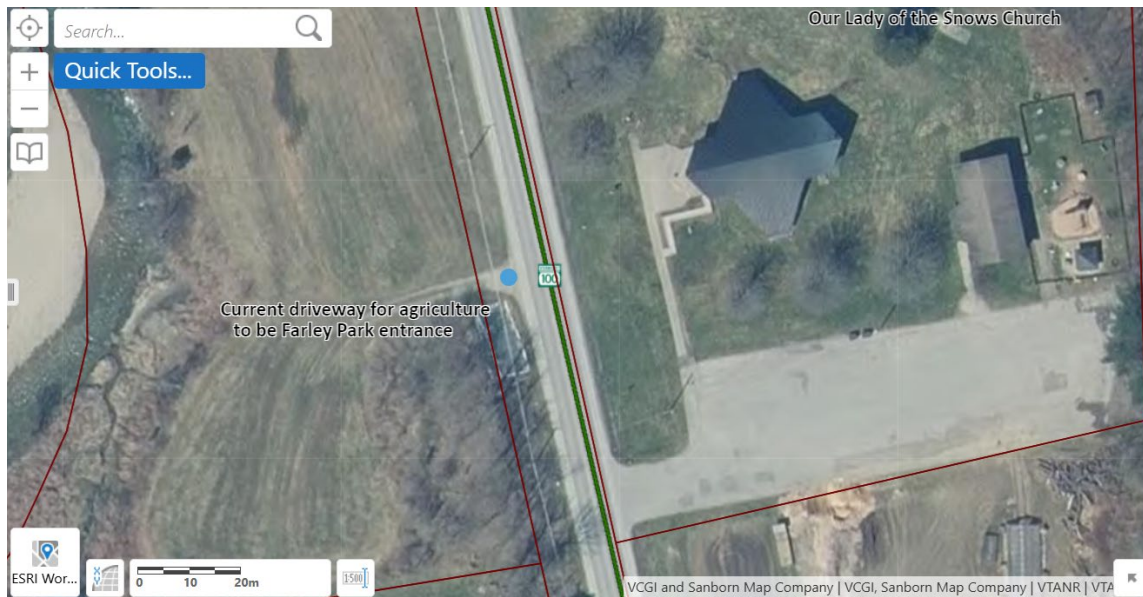
Where the cutting or trimming of trees is authorized by permit, all debris resulting from such cutting and trimming shall be removed from the State Highway right-of-way.

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.

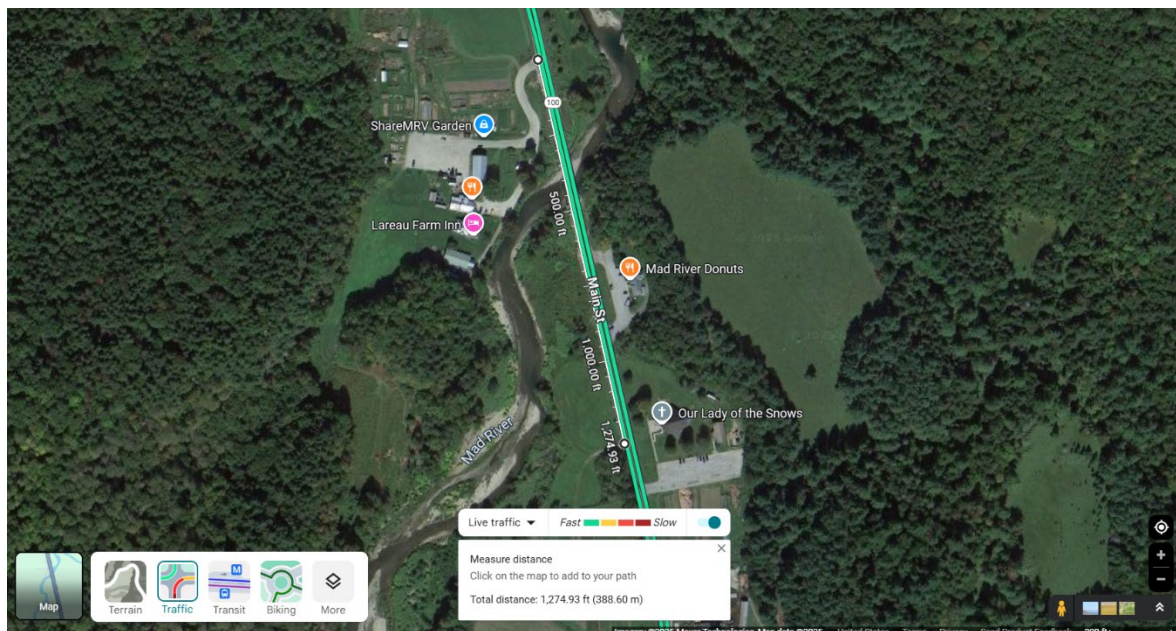
### JOINT PERMITS:

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.





The dot marks the spot for the requested permit for new driveway for Farley Park. Across rt. 100 from Our Lady of the Snows Church



Approximately 389 meters South of Lareau Rd.



Distance from nearest telephone poll from the north to the driveway entrance. Approximately 38'8"



Distance from Nearest telephone poll from the South approximately 32'11"





Photo looking at current driveway looking South on rt.100

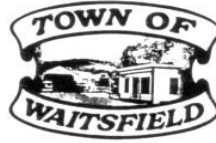


Looking at driveway from Church directly across rt.100 looking West





Looking East across rt.100 from requested driveway for Farley Park entrance



8/22/2025

**To:** Shannon Morrison, ANR Wetlands Management Division

**Attachments:**

Irasville Village Master Plan Project Information Sheet

DRAFT Irasville Future Development Scenarios – Conceptual Designs

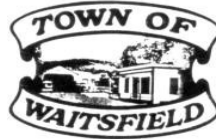
**Re: Irasville Village Master Plan – Follow Up on Recent Communications**

Dear Shannon,

We are following up on our May 20<sup>th</sup> meeting and subsequent email communications on the Irasville Village Master Plan. We feel we are still missing critical clarity from you that will allow us to move this planning process forward in a productive direction. At the end of this letter we outline a specific request that will help us move forward with this important plan.

To summarize and reiterate our current position:

- Irasville has long been identified as the growth center for the Mad River Valley in local and regional planning efforts, including the current Waitsfield Town Plan. The growth of Irasville as a regional hub is essential to addressing our housing shortage, limiting sprawling development that threatens the character and environment of the Mad River Valley, focusing future development in areas that are not flood prone, and supporting the Valley's emerging four-season outdoor recreation economy as a changing climate threatens the future of snow-based recreation that our town and region rely on.
- There is significant local momentum and State-level support for moving forward on this vision of Irasville as the Valley's live-work-play hub. The following recent and ongoing initiatives demonstrate this momentum:
  - Advancing the [Waitsfield Community Wastewater Project](#) to provide wastewater service to Irasville. Waitsfield voters supported this project through a \$15 million bond vote, and the State of Vermont has contributed funding through American Rescue Plan Act Village Water & Wastewater Initiative and Clean Water State Revolving Fund. The project is currently progressing through final design.
  - Opening the [Mad River Valley Recreation Hub](#) in 2024, an integrated visitor center, bike shop, brewery, and trailhead that positions Irasville as the jumping off point for local outdoor recreation activities. The Vermont Outdoor Recreation Economic Collaborative supported this project through its Community Grants program.
  - Revising zoning bylaws for Irasville Village in 2024 in accordance with S.100 (the "HOME" Bill) to support dense, walkable development patterns. The Agency



of Commerce and Community Development (ACCD) funded this project through a Municipal Planning Grant.

- Securing a Neighborhood Development Area designation in 2024 from the Vermont Downtown Board.
- These initiatives are in furtherance of recent State policy changes to address Vermont's housing needs, including Act 181, which reduces Act 250 barriers to infill development in village and downtown areas, and S.127/Act 69, which provides new financial tools for municipalities to develop or enhance critical infrastructure that directly supports new housing development.
- Previously, you had communicated to Town staff, Mad River Valley Planning District staff, and a group of private property owners in Irasville that an area-wide master plan identifying the limits of future wetlands impacts in the Irasville Village area was needed before you would consider future wetland permit applications for development projects in Irasville. We agree about the need to conserve critical wetland functions in Irasville and agree about the value of having this plan in place. That said, it has never been clear to us that DEC/ANR has the authority to decline to consider a permit application for an individual property owner on the basis of needing an area-wide master plan covering other separately-owned properties, and have been concerned about the impacts of this blanket requirement on local momentum and timelines for infrastructure improvements.
- Following this discussion, the Town received a Municipal Planning Grant from ACCD, assembled an ad-hoc steering committee, and secured the services of a consultant (SE Group) to prepare a comprehensive plan for Irasville Village (**see attached information sheet**). Through this process, the Town and its partners are examining potential future development scenarios (including limits of future development that might impact wetlands), infrastructure needs, and wetlands conservation and enhancement strategies. We have completed conceptual design work and public engagement and are beginning to build a draft of the final plan.
- We met with you at the beginning of this planning process in June 2024 and again in May 2025 for a project update. In our May 2025 meeting, you provided useful feedback on wetlands conservation priorities and strategies that we are incorporating into the draft plan. However, we came away uncertain about what exactly your expectations were for this plan and what is needed to allow future wetlands permit applications to move forward.
- In the May 2025 meeting we also discussed a central plan goal of establishing a "Main Street" along Slow Rd in Irasville – something we see as an essential part of Irasville's success as a vibrant and walkable regional hub. For this project, which would likely be developed in phases by multiple different property owners, you expressed your preference for the development of a subsequent master agreement (following the completion of this current planning process) between multiple property owners that



would identify all potential projects with wetlands impacts, identify wetlands mitigation projects, and implement these mitigation projects, all before any development moves forward. This was new information to us and, in our view, would represent a significant additional requirement on top of what was initially requested in terms of an area-wide master plan for Irasville.

- In a follow-up email to you, we expressed concerns with the costs and delays this approach would introduce, including potential impacts to the funding and financial health of the forthcoming community wastewater system and other coordinated infrastructure improvements. We are also concerned that, by agreeing to this request, there would be an indefinite extension of the current “pause” on wetlands permit applications for these properties with increasingly difficult conditions to meet to end the “pause.” In our response, we requested that you provide input on other potential pathways for the Town and its partners to move forward on this project. We did not feel that your subsequent reply provided clarity on this request.
- For projects on one or more properties under common ownership with one entity, we are familiar with an applicant providing, as part of a wetlands permitting process, a long-range master site plan with all potential future site improvements to support a fully informed permit review process. We are not as familiar with an approach where multiple property owners are bundling multiple unrelated projects, aligning project timelines while individually securing financing, and jointly committing funds and implementing mitigation projects before any individual project can move forward. We imagine that this would be very difficult to achieve in normal market conditions, let alone current markets with significant uncertainties and escalating costs of goods and services.
- Please let us know if you feel we have misstated or misrepresented any of the above.

To summarize: we have been moving forward with a project to complete a master plan for Irasville Village that will satisfy your request for an area-wide master plan. We are still lacking clarity on exactly what this plan needs to provide to allow future wetland permits in Irasville to receive consideration. We are also concerned about the recent identification of potential additional requirements that could add significant delays to our efforts and threaten the economic viability of critical future development projects.

**At this stage, we have the following request: please let us know if the following plan goals and strategies for the Irasville Village Master Plan would be satisfactory to your request for an area-wide plan and sufficient to allow future permit applications to be considered.**

We feel that these goals and recommendations represent a significant commitment on behalf of the Town and its partners to protecting wetland function while advancing our community and economic development goals. We hope these goals and strategies, along with the conceptual design scenarios that we have prepared (see attached), are sufficient to inform consideration of future wetlands permit applications.

**Wetlands Conservation & Enhancement Goals:**



- 100% of *higher-function* wetland areas in Irasville remain undeveloped in perpetuity. Higher-function wetlands are defined as wetlands that received moderate or high flood mitigation function scores in the 2021 Irasville wetlands assessment conducted by Arrowwood Environmental.
- At least 85% of *total* wetland areas in Irasville remain undeveloped in perpetuity, with all development impacts occurring in lower-functioning wetlands (as identified in the 2021 Irasville wetlands assessment conducted by Arrowwood Environmental).
- Wetland buffers for higher-functioning wetlands are improved and/or expanded.
- Wetland functions, in particular flood mitigation functions, are improved for remaining lower-function wetlands.
- There is no net loss of flood mitigation function of wetlands in Irasville affecting the main stem of the Mad River.

#### **Wetlands Conservation & Enhancement Strategies:**

- Conserve remaining wetland areas through conservation easements, conditions of development approvals for projects impacting lower-function wetlands, and fee-simple acquisition of targeted properties. *We have engaged with local property owners who have expressed interest in putting wetland areas into conservation in support of this goal.*
- Enhance flood mitigation functions of remaining lower-functioning wetlands through plantings, reduced channelization, and other restoration efforts. *Our community partner, Friends of the Mad River, will assist in this effort through engagement with local property owners.*
- Commission further studies to model the localized effects of potential wetlands impacts and identify opportunities for wetlands enhancements and flood mitigation projects upstream of Irasville in the Mad River watershed. *The Town of Waitsfield anticipates applying for Municipal Planning Grant funds to support this work.*

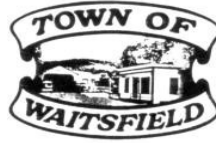
Once we have your feedback, we will incorporate wetlands goals and strategies into the draft plan and provide it to you to review so that you are able to see how these goals and strategies are presented. We encourage you to provide input from other staff at ANR as well. We look forward to hearing from you and furthering our partnership in support of a vibrant and healthy Irasville Village.

Sincerely,

JB Weir, Planning & Zoning Administrator, Town of Waitsfield on behalf of the Village Master Plan Steering Committee

Cc:

Laura Lapierre, Wetlands Program Manager, Vermont DEC



Misty Sinsigalli, Commissioner, Vermont DEC

Sen. Ann Cummings, Washington District

Sen. Andrew Perchlik, Washington District

Sen. Anne Watson, Washington District

Rep. Candice White, Washington-2

Rep. Dara Torre, Washington-2

Town of Waitsfield Selectboard