

SELECTBOARD MEETING AGENDA
Monday, September 8, 2025 | 6:30 PM
Location: Waitsfield Town Office
(Hybrid format – see access details below)

I. Call to Order – 6:30 PM

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

II. Regular Business

A. Agenda Adjustments

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

B. Public Forum

- Open for public comment
-

III. Business Items

A. Knotweed Update

B. USDA Funding Package

- Review of USDA funding package

C. Meadow Road Bridge Inspection Update

- Motion to authorize Town Administrator to begin seeking engineering services to assess upgrade needs and prepare a plan for long-term community use

D. Ordinance Review & Work Session

- Traffic Ordinance – Consider adoption of revised ordinance

E. Review and Discussion

- Domestic Animal Ordinance
- Procurement – General discussion and updates

F. Correspondence: Rooster Complaint

- Draft letter from the Selectboard to the owner of roosters at 78 Pine Brook Road

G. Town Meeting Subcommittee

- Discussion of subcommittee, timeline, and potential members
-

IV. Consent Agenda

A. Items for Approval

1. Minutes of August 25, 2025
 2. Bills Payable and Treasurer's Warrants
-

V. Selectboard Round Table

- General updates and discussion
-

VI. Town Administrator Report

VII. Executive Session

A. Cybersecurity – Pursuant to 1 V.S.A. § 313(a)(10)

- Discussion or response to a cybersecurity incident, or discussion of records exempt from public inspection under 1 V.S.A. § 317(c)(10).
- Consider asking York Haverkamp and Adam Gamelin to join the session.

B. Personnel – Pursuant to 1 V.S.A. § 313(a)(3)

- Appointment, employment, or evaluation of a public officer or employee.
 - Final decisions will be made in open session with reasons stated publicly.
-

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 Administrators Report

September 8th, 2025

What a whirlwind these past two weeks have been.

I was tempted to leave it at that—just “whirlwind”—and trust that you'd understand. I know I'm no busier than most, and we all have seasons where we're just barely keeping our heads above water. But lately, I've been thinking about pace—how we move through our days, and what we prioritize.

When my family lived in Edinburgh, Scotland for about a year and a half, I noticed something remarkable: my anxiety dropped. I'd walk my kids to school alongside other parents—some stay-at-home, some professionals, doctors, lawyers. They'd continue on foot to work, backpacks slung over their shoulders, put in a full day, and return home. No one honked their horns. People moved with purpose, but not pressure. Scotland progresses.

It made me reflect on how we live here in the U.S.—how busy we are, sometimes by design, sometimes by default. But what I do know is this: Erin, my partner, and I care deeply about making our world better. And we're not alone. The folks who serve on commissions, boards, nonprofits, and community groups in Waitsfield do so with heart and grit. We thrive because of that collective effort.

And maybe that busyness—when it's not just noise—is a reflection of something deeper. We're busy because we care. Because we believe our time, our energy, our showing up might just be a small slice of what makes this place stronger, kinder, more resilient. That's what I see in our community: people who give not because they have endless hours, but because they have purpose. People who show up with hope that their effort will ripple outward—into a better road, a safer bridge, a more inclusive meeting, a more prepared town. That's the kind of busy I'll take any day.

We are, as individuals and as a community, defined by what we choose to act on. And one thing I love about the Valley is the intentionality, the passion, the authenticity we bring to our work. There are always places for new voices—open seats on commissions, local organizations eager for fresh energy. Just look at the Waitsfield Historical Society's recent engagement with the Selectboard.

Is this a ramble? Absolutely. But the real point is this: the support we give each other is the story. Yes, I've been busy. But I'm also incredibly grateful to be in this role, in this town, with all of you.

Peace,

York Keith Haverkamp

Emerald Ash Borer (EAB) Educational Meeting

An educational meeting on the Emerald Ash Borer (EAB) will be held Thursday, September 11th from 10:00 a.m. to 12:00 p.m. We're fortunate to welcome Caitlin Cusack and Joanne Garton, who will lead a discussion on best practices for managing ash trees within the Town's right-of-way. Their guidance will help Waitsfield take proactive steps in responding to the EAB threat.

Meadow Road Bridge Update

The VTrans inspection report for the Meadow Road Bridge is now available:

resources.vtrans.vermont.gov/vtransparency/viewreport.ashx?id=5897&strucnum=101216002412161&type=structuresL&_gl=1*1a1949d*_ga*ODYzNTcwMzMxLjE3MDU1Mzc2NzU.*_ga_V9WQH77KLW*_czE3NTYzMjEyNTkkbzUxNSRnMSR0MTc1NjMyMTI4MyRqMzYkbDAkaDA

NBRC Catalyst Grant – Wastewater Extension to Waitsfield School

On August 29th, our team submitted a preliminary proposal to the Northern Border Regional Commission (NBRC) Catalyst Program, requesting \$1 million in funding to support the extension of the municipal wastewater system from Irasville to Waitsfield School. This phase of the project carries an estimated cost of \$2.85 million.

Connecting the school is a vital component of the broader wastewater infrastructure plan. It addresses immediate public health concerns, enhances long-term environmental resilience, and strengthens the overall viability of the system by expanding user participation—especially among key community institutions.

We expect to hear back from NBRC in mid to late September regarding whether we will be invited to submit a full application, which is currently due by October 10th. The full proposal will require additional documentation, refined budget details, and formal letters of support from stakeholders.

While the Catalyst Program is highly competitive, our project is well-positioned given its alignment with NBRC's core priorities: infrastructure investment, regional collaboration, and community health. We've worked closely with our Town Engineer, local organizations, and other partners to ensure the proposal reflects both technical feasibility and meaningful public benefit.

We'll continue to keep the Selectboard informed as we move through the next phase of the application process and refine our strategy for securing this critical funding.

Community Development Block Grant – Disaster Recovery (CDBG-DR) for July 2023 Flooding

In response to the catastrophic flooding that impacted Vermont on July 10, 2023 (FEMA Disaster Declaration 4720), the U.S. Department of Housing and Urban Development (HUD) awarded \$67.8 million in Community Development Block Grant – Disaster Recovery (CDBG-DR) funds to the State of Vermont. These funds are administered by the Department of Housing and Community Development (DHCD) under the Agency of Commerce and Community Development (ACCD).

The funding is designed to support:

- Long-term recovery and infrastructure restoration
- Housing rehabilitation and replacement
- Economic revitalization
- Disaster relief for low- and moderate-income (LMI) households

Allocation Breakdown:

- \$54.3 million is designated for HUD-identified “Most Impacted and Distressed” (MID) areas:
 - Washington County
 - Zip code 05656 in Lamoille County
- \$13.5 million is available for unmet needs in State-identified MID areas:
- Caledonia, Orleans, Rutland, Windham, and Windsor Counties

All funded projects must demonstrate a clear unmet need directly tied to the July 2023 flooding and primarily benefit LMI populations.

Waitsfield’s Grant Positioning

Our team has been actively working to ensure Waitsfield is well-positioned to leverage CDBG-DR funds for flood mitigation and long-term resiliency. We’ve developed a project that addresses both immediate recovery needs and future risk reduction. I’ve coordinated closely with:

- Tyler Billingsley, Town Engineer
- Ira Shadis, Friends of the Mad River
- Other internal and external stakeholders

Together, we’ve shaped a proposal that reflects community priorities and technical feasibility. I also reached out to Devon Hanna, Grants Management Analyst for the program, who confirmed that our project aligns with CDBG-DR objectives, especially given the strong stakeholder support.

I have a meeting scheduled with Rachel Czar from the Agency of Natural Resources (ANR) on Monday, September 8th to further discuss the proposal and gather ANR’s input.

While this is a highly competitive grant, I’m confident that the resources we’re investing in a strong, collaborative application will be worthwhile. Our goal is to secure funding that builds a more resilient future for Waitsfield.

Notice of Public Hearing

The Town of Waitsfield is considering making an application to the State of Vermont for an {CDBG Disaster Recovery Implementation/ CDBG Disaster Recovery Planning} Grant under the Vermont Community Development Program. A public hearing will be held at 6:30pm on Monday September 22, 2025 at the Waitsfield Town Office – 4144 Main Street Waitsfield VT 05673 to obtain the views of citizens on community development, to furnish information concerning the amount of funds available and the range of community development activities that may be undertaken under this program, the impact to any historic and archaeological resources that may be affected by the proposed project, and to give affected citizens the opportunity to examine the proposed statement of projected use of these funds. The proposal is to apply for \$800,000 in CDBG-DR funds which will be used to accomplish the following activities: _____

Project Description:

CDBG-DR Flood Mitigation Project

The Town of Waitsfield will hold a public hearing to discuss a proposed flood mitigation project made

possible through federal Community Development Block Grant–Disaster Recovery (CDBG-DR) funding, awarded in response to the July 2023 flooding event. The project includes: replacing and increasing the size to the culvert under Carroll Road to improve stormwater flow; assessing the Town Pond to enhance its flood mitigation capacity; and acquiring the undeveloped parcel at the corner of Carroll Road and Main Street for future floodplain restoration. This initiative supports long-term resilience and aligns with the Town’s planning goals for Irasville Village.

USDA RD Wastewater Funding Package

The Town has received a formal funding package from USDA Rural Development for the municipal wastewater project.

Funding Overview

- Total Phase One Cost: \$12,126,000
- USDA Loan: \$8,202,000 (40-year repayment term)
- USDA Grant: \$649,000 (5.35% of project cost)
- Other funding: \$3,890,000 (State) + \$34,000 (local)

Highlights

- USDA has approved the Town’s accounting system (federal compliance confirmed).
- This milestone allows us to move into implementation planning.
- Project supports housing, economic development, and environmental protection.

USDA documents are included in tonight’s meeting packet.

FY25 Budget Status Report / Pre-Audit

Please see the summary report in the Meeting Packet.

Waitsfield Historical Society Update

I recently met with Lois De Heer for a thoughtful and productive conversation about the work and offerings of the Waitsfield Historical Society. We discussed the Society’s important role in preserving and sharing the Town’s history, as well as the value it continues to bring to our community.

Lois also shared several historical documents, including a submission from the July 10, 2017 Selectboard meeting minutes. This submission reflects the Historical Society’s past engagement with the Town and serves as a reminder of the broader importance of maintaining strong connections between municipal work and the many community groups whose efforts help Waitsfield thrive.

The referenced submission is included below. I look forward to continued collaboration with the Historical Society and other groups working to keep our community strong.

“9. Wait House update. Ms. Capels reported she met with the tenants at the Wait House on Monday to explore the Historical Society’s potential relocation to the former Chamber space, thus freeing up their 300 sf upstairs office as rentable space. She recommended to the Board that this was a good idea... MOTION: Ms. Bordonaro made a motion to allow the Historical Society to move to the 1st floor from their current office on the 2nd floor and to have Ms. Capels speak to the Valley Reporter about a story and soliciting of volunteers. The motion was seconded by Mr. Spinosa. All voted in favor.”

As discussed in the Selectboard Meeting from 8.25.2025. Below are the two “advertisements”

Town of Waitsfield

Animal Control Officer Position Available

The Town of Waitsfield is seeking a responsible and compassionate **Animal Control Officer (ACO)** to help ensure the safety and well-being of both residents and animals in our community.

This important role includes:

Responding to animal-related complaints

Enforcing the Town’s domestic animal ordinance

Collaborating with the Selectboard and other officials to resolve issues fairly and respectfully

This is a stipend position with annual compensation of \$1,000. While the workload may vary, the role offers a meaningful opportunity to serve the community and support the quality of life that makes Waitsfield such a special place to live.

Interested?

Please contact the Waitsfield Town Administrator at

York.haverkamp@waitsfieldvt.gov

for more information or to express interest.

Waitsfield Animal Ordinance:

https://www.waitsfieldvt.gov/fileadmin/files/General/2025/08/Waitsfield-domestic-animal-control-ordinance_v.1.pdf?85612b712b6af4453cb1bd19e52f7ff35a6d89e1

Help Shape the Future of Waitsfield

Your Town Needs You

Waitsfield thrives because of people like you—neighbors who care, who show up, and who make our community stronger. We're calling on residents with heart, curiosity, and a sense of service to step into local roles that truly make a difference.

Whether you're a seasoned volunteer or just looking to get involved for the first time, there's a place for you here.

Current Vacancies:

Town Appointed Positions:

- Tree Warden
- Inspector of Lumber
- 2nd Constable

Local Emergency Management Plan (LEMP) Needs:

- Emergency Shelter Manager
- Assistant Emergency Shelter Manager
- Debris Manager
- Assistant Emergency Management Coordinator

Elected Town Officer Vacancy:

- Trustee of Cemetery Fund

These roles vary in commitment—from just a few hours a month to helping lead in times of need. All are vital to keeping Waitsfield safe, beautiful, and resilient.

Why Volunteer?

- Strengthen community connections
- Share your skills (or learn new ones!)
- Leave a lasting impact on the place we all call home

Interested?

Reach out to Town Administrator York Haverkamp at york.haverkamp@waitsfieldvt.gov

Together, we can ensure Waitsfield continues to thrive—

Knotweed Interns

Our knotweed interns have been busy this season. See a short highlight video here:

https://www.youtube.com/watch?v=f-alb_gLXX8

Respectfully submitted

York



TOWN OF WAITSFIELD
TRAFFIC ORDINANCE
(AS AMENDED THROUGH 2020)
(As amended through 2025)

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

ARTICLE I. DEFINITIONS

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

ARTICLE II. SCOPE

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

ARTICLE III. TRAFFIC CONTROL DEVICES

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

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

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

ARTICLE IV. SPEED REGULATIONS

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

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

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

As last amended 9/8/25

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

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

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

T.H.#23 (Carroll Road) – A maximum speed of 25 m.p.h. from the intersection of Vt. Route 100 to the Fayston town line.

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

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

Vt. Route 100 (Main Street)

Consistent with State-approved milepoint references:

- **Speed Limit: 40 m.p.h.**
Begins at Milepoint (MP) 1.71 ± 0.28 miles south of Town Highway 39 (TH-39)
Ends at MP 2.28 ± 0.29 miles north of TH-39
- **Speed Limit: 30 m.p.h.**
Begins at MP 2.28 ± 0.29 miles north of TH-39
Ends at MP 4.16 ± 0.20 miles north of Town Highway 12 (South)
- **Speed Limit: 40 m.p.h.**
Begins at MP 4.16 ± 0.20 miles north of TH-12 (South)
Ends at MP 4.77 ± 0.08 miles north of Town Highway 12 (North)

These speed limits are adopted to enhance safety and traffic flow through Waitsfield Village and surrounding areas, and are intended to conform to State-established limits for this roadway.

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

T.H. #4 (Common Road) – A maximum speed of 30 m.p.h. for its entire length.

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

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

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

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

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

T.H. #6 (Airport Road)
T.H. #8 (Meadow Road)
T.H. #9 (part of Meadow Road)
T.H. #10 (Floodwoods Road)
T.H. #11 (Armstrong Road)
T.H. #14 (Old Center Fayston Road)
T.H. #16 (Class 4 portion – Ronk Road)
T.H. #16 (Class 3 portion – East Road)
T.H. #17 (part of East Road)
T.H. #18 (part of Common Road)
T.H. #19 (Bushnell Road)
T.H. #20 (Long Road) T.H. #21 (Reed Road)
T.H. #22 (Farr Lane)
T.H. #25 (Hastings Road)
T.H. #26 (Brook Road)
T.H. #27 (Cross Road)
T.H. #29 (Butternut Hill Road)
T.H. #30 (Kingsbury Road)
T.H. #31 (Rolston Road)
T.H. #32 (Bundy Road)
T.H. #34 (Ryle Road)
T.H. #35 (Sherman Road)
T.H. #36 (Bowen Road)
T.H. #37 (Parsonage Lane)
T.H. #38 (Dugway Road)
T.H. #39 (Lareau Road)
T.H. #40 (Ski Valley Road)
T.H. #40 (Schuss Road)
T.H. #40 (Snowshoe Drive)
T.H. #41 (part of Ski Valley Road)
T.H. #42 (Palmer Lane)
T.H. #43 (Raphael Road)
T.H. #45 (Pine Brook Road)
T.H. #46 (part of Ski Valley Road)
T.H. #28 (Palmer Hill Road)

As last amended 9/8/25

T.H. #29 (Dana Hill Road)
T.H. #47 (Riverview Road)
T.H. #48 (Wallis Drive)

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

ARTICLE V. STOP AND YIELD INTERSECTIONS

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

T.H. #1 (Bridge Street) entering the covered bridge on either side
T.H. #4 (Common Road) entering T.H. #3 (Joslin Hill/North Road)
T.H. #16 (East Road) entering T.H. #3 (Joslin Hill Road)
T.H. #18 (Common Road) entering T.H. #3 (Joslin Hill Road)
T.H. #26 (Brook Road) entering T.H. #3 (Joslin Hill Road)
T.H. #4 (Common Road) entering T.H. #1 (East Warren Road)
T.H. #15 (Tremblay Road) entering T.H. #3 (North Road)
T.H. #26 (Brook Road) entering T.H. #4 (Common Road)
T.H. #27 (Cross Road) entering T.H. #3 (Joslin Hill Road)
T.H. #27 (Cross Road) entering T.H. #4 (Common Road)
T.H. #28 (Palmer Hill Road) entering T.H. #4 (Common Road)
T.H. #34 (Ryle Road) entering T.H. #4 (Common Road)

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

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

ARTICLE VI. CROSSWALKS

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

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

ARTICLE VII. PARKING REGULATIONS

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

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

As last amended 9/8/25

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

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

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

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

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

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

ARTICLE VIII – BRIDGE WEIGHT AND HEIGHT LIMITS

Section 1. Great Eddy Covered Bridge (Bridge Street, T.H. #1)

No vehicle shall cross the Great Eddy Covered Bridge on Bridge Street (Town Highway #1) if the gross vehicle weight exceeds three (3) tons or the vehicle height exceeds 9 feet 6 inches, except as provided in Section 3 below.

Section 2. Pine Brook Covered Bridge (T.H. #45)

No vehicle shall cross the Pine Brook Covered Bridge on Town Highway #45 if the gross vehicle weight exceeds five (5) tons or the vehicle height exceeds 8 feet 9 inches, except as provided in Section 3 below.

Section 3. Exemptions

The restrictions outlined in Sections 1 and 2 shall not apply to:

- Emergency vehicles actively responding to a call for service, including fire apparatus, ambulances, and law enforcement vehicles.**
- Town-owned vehicles engaged in official municipal operations, such as road maintenance, infrastructure inspection, or public works duties, provided such use is necessary and unavoidable.**

Section 4. Enforcement and Signage

Appropriate signage indicating weight and height limits shall be maintained at both approaches to each bridge. Any vehicle that violates these restrictions and causes damage to the structure may be subject to penalties under Article IX and liable for repair costs.

ARTICLE IX. GENERAL PROVISIONS

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

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

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

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

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

Section 6. This ordinance was adopted by the Selectboard at its meeting of October 5, 1987; and amended at its meetings of August 4, 1997, June 10, 2002, February 5, 2007, and October 7, 2019, with notices published in *The Valley Reporter* newspaper and copies filed in the records of the Town of Waitsfield at the time of its adoption and each amendment.

As amended by the Waitsfield Selectboard on the 12th day of October 2020 and effective as of the 11th day of December 2020.

ARTICLE IX – GENERAL PROVISIONS

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

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

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

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

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

Section 6. This ordinance was adopted by the Selectboard at its meeting of October 5, 1987; and amended at its meetings of August 4, 1997, June 10, 2002, February 5, 2007, and October 7, 2019, with notices published in *The Valley Reporter* newspaper and copies filed in the records of the Town of Waitsfield at the time of its adoption and each amendment.

Section 7. Any person or entity operating a vehicle in violation of the weight or height restrictions set forth in Article VIII shall be subject to enforcement action. Violators may be subject to:

A civil fine not to exceed \$500 per violation, and

As last amended 9/8/25

- Liability for **repair costs** resulting from damage to bridge structures, signage, or related infrastructure.

Section 8. The Waitsfield Town Constable, law enforcement officers, and other duly authorized municipal officials may issue citations for violations of this ordinance. Any person cited under this Article may appeal the citation in writing to the Waitsfield Selectboard within **30 days** of issuance. The Selectboard shall review the appeal and issue a final determination.

As amended by the Waitsfield Selectboard on the 8th day of September 2025 and effective as of the 8th day of November 2025

Brian Shupe, Chair

Larissa Ursprung, Vice-Chair

Chach Curtis

Fred Messer

David Babbott-Klein

CDBG-DR Mitigation Policies and Procedures

The following policies and procedures are intended to guide Community Development Block Grants - Disaster Recovery (CDBG-DR) applicants, subgrantees, and subrecipients in adhering to all requirements set forth in the US Dept. of Housing and Urban Development (HUD)-issued [Universal Notice](#) with regard to mitigation and resilience measures incorporated into CDBG-DR funded projects.

Minimizing Displacement and Relocation Policies and Procedures

The State will make all reasonable efforts to minimize the displacement of persons or entities in the implementation of its projects. In the event that displacement is unavoidable, the State will comply with all applicable laws and guidelines, including the Uniform Relocation Act and its Residential Anti-Displacement and Relocation Assistance Plan (RARAP) to support any impacted individuals, including ensuring that the needs of persons with disabilities are adequately addressed, consistent with the requirements of section III.B.15.a. of the Universal Notice, Section 104(d) of the HCDA (42 U.S.C. 5304(d)) and implementing regulations at 24 CFR part 42, and 24 CFR 570.488 or 24 CFR 570.606, as applicable.

All subgrantees receiving CDBG-DR funds will be required to adopt a Residential Anti-Displacement and Relocation Assistance Plan (RARAP), and to determine appropriate actions and budget for any relocation activities that may be required. For information on how to determine if displacement will occur, and the required relocation assistance activities for a specific project, please refer to the [HUD Tenant Assistance, Relocation and Real Property Acquisition Handbook](#), or contact your [DR Analyst](#).

In the case that the State of Vermont engages with any activities that directly result in relocation or displacement of individuals or families, the State and its subrecipients will plan and budget for such relocation activities accordingly.

Displacement and Relocation for Planning Projects

The requirement of minimizing displacement for planning activities is not applicable because displacement will not occur. No planning or budgeting to minimize displacement will be required of subgrantees for planning activities.

General Mitigation Policies and Procedures

All projects involving construction, reconstruction, and/or rehabilitation of housing and infrastructure in support of housing that receive CDBG-DR funds will be required to integrate mitigation measures and strategies to reduce natural hazard risks into the construction activities.

All projects involving construction, reconstruction, and rehabilitation of residential (or non-residential) buildings, infrastructure serving residential buildings, and direct mitigation projects (such as floodplain restoration) that are receiving CDBG-DR funds will be required to report on, and demonstrate upon monitoring, the resilience measures incorporated as a mitigation action into the CDBG-DR funded activities (such as elevation of structures, or relocation of mechanical systems). These resilience measures will need to demonstrate the expected benefits of the mitigation measures through quantifiable and measurable data.

Universal Notice Section III.A.2.b requires policies and procedures to that detail:

“(i) how mitigation measures and strategies to reduce natural hazard risks will be integrated into the construction, reconstruction, or rehabilitation of residential or non-residential buildings; and

(ii) how CDBG-DR investments will be designed and constructed to withstand chronic stresses and extreme weather events by identifying and implementing resilience performance measures in DRGR.”

(i) Mitigation Measures and Strategies to Reduce Natural Hazard Risks

CDBG-DR funding can be used to reduce flood risk and the impacts of flooding by elevating or floodproofing (non-residential) existing structures, and to construct or reconstruct buildings and infrastructure away from flooding danger, and/or in such a way that risk of damage is dramatically reduced or eliminated.

Mitigation activities can cover a wide range, including but not limited to: engineering services, surveying, obtaining Elevation Certificates, construction management, project management, legal and permitting fees, relocation of utilities, construction, ADA compliance related to mitigation construction, filling in basements, procurement and installation of flood resilient infrastructure such as larger culverts, and other direct mitigation measures such as floodplain restoration.

Projects for flood mitigation of structures should be aligned with the standards set forth by [Vermont Emergency Management](#).

(ii) Identifying and Implementing Resilience Performance Measures

Performance measures for mitigation and resilience projects will be evaluated using the following factors:

| Mitigation Factor | Description |
|-------------------|---|
| Risk | Evaluate the probability of an event occurring again and how the activity mitigates that risk. |
| Vulnerability | If funding a facility or project, understand the characteristics (location, size, operations, etc.) of the facility or project. |
| Criticality | Understand what services a facility or project provides and evaluate the importance of that service. |
| Consequence | Understand how substantial or unmitigated damage to the facility or project impacts a community or services provided in the community |
| Benefit | Understand what benefit the facility or project is providing to disadvantaged populations. |

Examples of specific mitigation measures include:

- Incorporating resilient construction standards
- Using resilient building materials and technology
- Elevating facilities above the Base Flood Elevation (BFE)
- Buyout/Acquisition of properties in high-risk areas
- Provide aid to relocate residents or businesses to lower-risk areas
- Restoration of trees in the urban/rural landscapes
- Restoration of floodplains to absorb and disburse flood waters
- Use of more renewable energy technologies
- Utilization of backup power for critical facilities

The State of Vermont will ensure CDBG-DR project agreements include the following performance metrics:

1. An estimate of the projected risk to the CDBG-DR funded activity from natural hazards, including those hazards that are influenced by climate change (e.g., flooding destroying rehabilitated homes),
2. Identification of the mitigation measures that will address the projected risks (e.g., designing rehabilitated construction to be raised out of the floodplain), and
3. An assessment of the benefit of the mitigation measures through verifiable data (e.g., 10 rehabilitated homes are elevated 5 feet above the highest predicted floodwater).

NBRC Catalyst Grant Program

Fall Pre-Application Narrative – Submitted - 8.30.2025

Project Abstract

- Provide a description of the proposed project. See Program User Manual for additional instructions on completing this section.

The Town of Waitsfield is seeking \$1,000,000 through the NBRC Catalyst Program's Basic Public Infrastructure category (Wastewater) to implement a critical component of the Waitsfield Wastewater Infrastructure Project. Waitsfield is currently the largest unsewered village in Vermont. The project will directly serve Irasville and Waitsfield Village—a 321-acre area that functions as the commercial center and singular downtown for the Mad River Valley (Waitsfield, Warren, Fayston, and Moretown). This infrastructure will support more diverse commercial activity and enable new housing within and adjacent to the walkable core.

The purpose of the Waitsfield Wastewater Infrastructure Project is to develop municipal wastewater infrastructure for the twin villages, addressing urgent needs across the broader Mad River Valley. The system includes wastewater collection, conveyance to the town-owned Munn Site, and advanced treatment and disposal of 89,000 gallons per day (gpd). It will create 19,187 gpd of capacity for new connections, while retiring 111 aging and increasingly hazardous private systems (65,697 gpd). The project will protect water quality, safeguard public health, and mitigate environmental risks—ensuring clean water and a healthy watershed.

This fall's funding request supports a shovel-ready extension to Phase One, which is currently funded by ARPA and USDA Rural Development. The new component will connect Waitsfield School to the centralized system - an essential next step for the community. This includes construction of a dedicated pump station, a 21,000-gallon cast-in-place septic tank, and a 10,000-gallon precast tank at the school site, along with an 8" PVC force main - installed via open cut and directional drilling in rock - that links the school to the town's treatment and disposal field. A conveyance line will also run through Waitsfield Village, designed to serve future residential and commercial tie-ins. The school's inclusion replaces aging infrastructure and supports long-term planning around school consolidation, public health, and regional resilience.

Waitsfield School is a key part of the Harwood Unified Union School District (HUUSD) consolidation strategy. Waitsfield School's centralized location offers the most realistic opportunity to accommodate students from neighboring schools. However, the expansion of Waitsfield School is constrained by both the capacity and location of its existing wastewater system, which is in proximity to the Special Flood Hazard Area and river corridor. The school was among the first property owners to sign a wastewater connection agreement with the Town, anticipating consolidation. Connecting the school and removing the leachfields will enable building expansion, helping families transition without economic disruption or increased travel burdens.

The school serves as the only Red Cross Certified Emergency Shelter in the Mad River Valley. Connection to municipal infrastructure is critical to ensure continuous utilities, public safety access, and coordinated logistics during a disaster. This will allow the shelter to function effectively as a safe, temporary community hub for evacuees.

The project began with a Wastewater & Water Feasibility Study completed in December 2022. Step 1—Planning—produced a 90% Preliminary Engineering Report finalized in December 2023. Step 2—Final

Design—commenced in January 2024. A successful public bond vote occurred on June 11, 2024, demonstrating strong community support. The Town executed an Engineering Services Agreement with DuBois & King on August 29, 2024. As of July 2025, the project reached 60% design completion. The Final Environmental Information Document is expected by October 15, 2025, with 100% design completion targeted for March 31, 2026. Construction is scheduled to begin in September 2026.

This component meets NBRC's infrastructure criteria by:

- Advancing a shovel-ready project with strong community support

- Leveraging existing investment and engineering progress
- Serving a public institution with regional significance
- Supporting economic development, housing, and environmental health

The school connection is estimated to cost \$2,884,791. NBRC funding is requested for \$1 million, with the Town intending to utilize the Clean Water State Revolving Fund (CWSRF) for matching funds, likely through a loan. This targeted extension ensures that Waitsfield's wastewater infrastructure serves not only its commercial and residential core, but also its educational future—making it a cornerstone of sustainable development in the Mad River Valley.

Project Goals & Outcomes

- What are the project goals and expected project outcomes and outputs? Explain the anticipated economic outcomes and outputs of the project. See Program User Manual for additional instructions on completing this section.

The primary goal of this essential component of the project is to extend Waitsfield's centralized municipal wastewater system to include Waitsfield School and enable future hookup readiness for adjacent properties within Waitsfield Village—including new planned housing that is only feasible with this infrastructure in place. This expansion will eliminate reliance on aging individual septic systems, reduce environmental risk, and unlock development potential in one of the town's most vital civic and economic zones.

Key project goals include:

- Connecting Waitsfield School to the municipal wastewater system, enabling facility expansion, improved programming, and long-term participation in regional school consolidation efforts.
- Improving water quality and environmental health by reducing the risk of septic failure and protecting the Mad River watershed and nearby drinking water wells.
- Supporting compact, walkable village development in alignment with Waitsfield's Town Plan, regional planning goals, and Vermont's smart growth principles.
- Enhancing infrastructure capacity for housing and small business growth in Waitsfield Village, a designated growth center and the commercial heart of the Mad River Valley.
- Strengthening community resilience against climate-related impacts such as flooding, groundwater shifts, and increased stormwater runoff.
- Promoting equitable access to essential services by ensuring that public institutions like the school and emergency shelter are supported by reliable infrastructure.

Expected outputs include:

- Installation of new wastewater infrastructure connecting the school and surrounding properties in the near future.
- Decommissioning of outdated septic systems that pose environmental and public health risks.

- Increased capacity for educational, residential, and commercial development in the village center, supporting a more vibrant and inclusive community.

Anticipated economic outcomes:

- Expanded housing opportunities due to increased wastewater capacity, supporting workforce retention, affordability, and adequate housing supply.
- Improved viability of local businesses through infrastructure reliability, regulatory compliance, and reduced operating risk.
- Cost savings for the school and town by avoiding future septic replacement and enabling access to additional funding streams tied to infrastructure readiness.
- Enhanced eligibility for future grants and investment, particularly in education, housing, and environmental resilience, as the project demonstrates regional impact and alignment with state and federal priorities.
- Increased property values and tax base stability through infrastructure-supported development, helping sustain municipal services and long-term fiscal health.

This project lays the foundation for long-term economic vitality in Waitsfield by aligning infrastructure investment with community needs, environmental stewardship, and regional growth strategies. It represents a transformative step toward a more resilient, equitable, and sustainable future for the Mad River Valley.

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Project Beneficiaries & Community Context

- Describe the project beneficiaries including the service area and demographic data. See Program User Manual for additional instructions on completing this section.

This project will directly benefit multiple stakeholders within the Mad River Valley region, with particular focus on the twin villages of Historic Waitsfield Village and Irasville. The primary beneficiaries include:

1. Current property owners with aging or failing septic systems within the project's 321-acre service area, many of whom face significant financial burdens for replacement. The service area's Median Household Income is just \$32,817.23—approximately 44% of Vermont's statewide MHI—underscoring the economic vulnerability of this rural community.
2. Waitsfield School, a cornerstone of civic life and education in the region, is a central focus of this funding request. The school currently relies on an aging on-site septic system that limits its operational flexibility and long-term viability. This project will directly fund the infrastructure necessary to connect the school to the municipal wastewater system, resolving longstanding constraints and enabling future improvements. The school serves not only students and staff, but also functions as the Town's emergency shelter, polling place, and host of the annual Town Meeting - making its inclusion a critical investment in community resilience, public health, and equitable access to services.

3. **Historic Waitsfield Village**, the heart of the town’s cultural and civic identity, will also benefit directly from this funding. The infrastructure supported by this application will serve properties within the village core, many of which are constrained by outdated or flood-vulnerable septic systems. This investment helps preserve the village’s integrity while enabling smart growth, adaptive reuse, and long-term sustainability.
4. **The broader Waitsfield community (population under 2,000)** and the Mad River Valley region, which depend on clean water resources for drinking, recreation, and tourism. Protecting the Mad River watershed is essential to the region’s environmental health and economic vitality.
5. **Small businesses** throughout the service area, which functions as the commercial center and singular downtown for the entire Mad River Valley—including Waitsfield, Warren, Fayston, and Moretown. Reliable wastewater infrastructure supports business retention, expansion, workforce/adequate housing, and regulatory compliance.
6. **Future residents** who will gain access to housing opportunities through the 70 potential new residential units (1- and 2-bedroom) made possible by the additional wastewater capacity. This supports regional housing goals and workforce retention.

Beyond cost considerations, municipal wastewater eliminates the significant uncertainty developers and property owners face with on-site systems. Currently, development is contingent on suitable soil conditions for wastewater disposal—a risk factor that can derail projects regardless of investment. Municipal wastewater removes this unpredictable barrier while simultaneously freeing up valuable land that would otherwise be reserved for replacement systems, well shields, and setbacks. This increases buildable areas and enables higher-density development aligned with the community’s smart growth principles.

As a rural community with a population well under 5,000, Waitsfield exemplifies the underserved communities prioritized by NBRC. The project area’s significantly lower MHI further demonstrates economic disadvantage and the need for targeted infrastructure investment.

For climate resilience, this project represents a transformative improvement. Currently, 111 properties have leachfields that are either over 40 years old and/or located in floodplains, river corridors, or drinking water well isolation shields. Retiring and replacing these vulnerable systems will substantially improve the community’s ability to withstand and recover from climate-related flooding events.

Approximately 73% of the project’s design capacity addresses environmental and water quality priorities, removing critical infrastructure from flood-vulnerable areas and preventing contamination of the Mad River watershed during increasingly frequent heavy precipitation events.

This proactive approach to infrastructure adaptation exemplifies how small rural communities can build long-term climate resilience while simultaneously addressing economic development, educational equity, and environmental stewardship.

Statement of Need

- What is the challenge or problem the project seeks to address? See Program User Manual for additional instructions on completing this section.

Waitsfield School, located in the heart of Vermont’s Mad River Valley, serves as a vital educational and civic anchor for the community. It supports approximately 150 students and hosts a range of public

functions - from recreation and community meetings to emergency response. Despite its central role, the school currently relies on an aging on-site septic system that limits its operational flexibility, restricts facility expansion, and poses environmental risks to the surrounding watershed and mapped floodplain. This infrastructure constraint is particularly significant in the context of ongoing regional discussions around school consolidation. As Vermont communities explore ways to optimize educational resources and facilities, Waitsfield School's inability to expand due to septic limitations places it at a disadvantage. Without access to municipal wastewater infrastructure, the school cannot accommodate increased enrollment, enhanced programming, or shared services that may arise from consolidation efforts. This not only affects long-term planning but also limits the school's ability to contribute meaningfully to both statewide and local strategies aimed at strengthening rural education through collaboration and shared infrastructure.

The Town of Waitsfield is actively working to transition away from individual septic systems toward a centralized municipal wastewater system serving Irasville Village and Waitsfield Village. The proposed system will collect and treat wastewater from multiple properties - including Waitsfield School - and convey it to a town-owned disposal site (Munn). This marks a significant shift from fragmented, decentralized wastewater management to a unified, resilient infrastructure model that supports compact development, environmental protection, and long-term community thriving. Connecting Waitsfield School to this new system offers a timely and strategic solution to multiple challenges:

- **Environmental Protection:** The school's current septic system is vulnerable to failure and contamination, particularly given its proximity to mapped floodplains and the Mad River watershed. Municipal wastewater treatment offers a safer, more resilient alternative.
- **Educational Resilience:** Wastewater access removes a major barrier to facility upgrades and future enrollment growth, positioning the school to participate meaningfully in regional consolidation and modernization efforts.
- **Community Development:** Infrastructure improvements in Irasville Village support housing, business investment, and revitalization of the designated growth center—benefiting the school and surrounding neighborhoods.
- **Climate Adaptation:** Centralized wastewater infrastructure strengthens resilience against climate impacts, including flooding and groundwater shifts, and aligns with Vermont's clean water and sustainability goals.
- **Equity & Access:** Rural schools often face infrastructure inequities that limit their ability to compete for funding and resources. This project helps level the playing field and ensures that Waitsfield students have access to safe, modern facilities.

This NBRC Catalyst request specifically targets the infrastructure needed to connect Waitsfield School and surrounding properties in Historic Waitsfield Village to the new municipal wastewater system. While the full system will eventually serve a broader area, this funding unlocks the most immediate and impactful segment - addressing critical public infrastructure, protecting environmental resources, and enabling the school to fulfill its educational and civic mission. The public school's inclusion is not a future phase - it is the centerpiece of this funding request, and its successful tie-in will demonstrate the viability and value of the system as a whole.

NBRC Catalyst funding is essential to move this project forward. While the Town is pursuing additional support through the Clean Water State Revolving Fund (CWSRF) and other state programs, NBRC's investment would provide the critical match needed to extend the system to Waitsfield School. As a small rural municipality, Waitsfield lacks the financial capacity to fully fund this infrastructure expansion independently. NBRC support would catalyze a transformative improvement for the school and the broader community—advancing environmental health, educational equity, and regional vitality at a pivotal moment.

Program Investment Priorities

- Explain how your project aligns with Program Investment Priorities. See Program User Manual for additional instructions on completing this section.

The Town of Waitsfield's proposed wastewater infrastructure project directly supports NBRC's priority to modernize and expand access to public water and wastewater services. By facilitating a municipal connection for Waitsfield School and surrounding properties, this component addresses longstanding environmental and public health concerns while laying the groundwork for future economic and community development in the heart of the Mad River Valley.

Waitsfield School—a vital educational and civic institution that hosts the Town's annual Town Meeting—is currently served by an aging on-site septic system that limits its ability to expand, modernize, or participate in regional school consolidation efforts. Connecting the school to the municipal system removes a major infrastructure barrier, enabling increased enrollment, enhanced programming, and long-term planning. It also strengthens the school's role as a hub for emergency response and community events, furthering NBRC's goals of equitable access to essential services in rural areas. As the Valley's only Red Cross Certified Emergency Shelter, the school's connection is critical to ensuring continuity of utilities and coordinated disaster response.

Waitsfield is a rural community with fewer than 2,000 residents, yet it serves as the central hub for the Mad River Valley towns of Warren, Fayston, and Moretown. Like many small towns in the Northern Border region, Waitsfield faces challenges in maintaining aging infrastructure, meeting modern regulatory standards, and supporting economic vitality. This project will reduce environmental risk to the Mad River and nearby drinking water wells, while enhancing the viability of local institutions and small businesses through reliable wastewater service in the village center.

The investment will catalyze broader revitalization efforts, including increased housing density, expanded access to essential services, and improved land use efficiency. It supports compact, walkable development consistent with Waitsfield's Town Plan and Vermont's smart growth principles. These outcomes align with NBRC's goals of supporting economically distressed communities and fostering long-term resilience through infrastructure modernization.

The project is shovel-ready, with strong community support demonstrated through a successful public bond vote and active participation from local stakeholders. Engineering is well underway, and the school was among the first property owners to sign a connection agreement—underscoring the urgency and local commitment to this infrastructure expansion. By investing in this component, NBRC will help unlock transformative benefits for the region's educational, environmental, and economic future.

Have you previously received NBRC funds?

- If yes, please provide NBRC grant number.

no

Does this project serve a rural community with a population of less than 5,000?

Yes

Does this project benefit an underserved community?

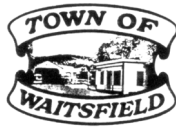
Yes. Waitsfield, Vermont is a rural community with a population under 2,000 and currently lacks access to centralized wastewater infrastructure. This project directly benefits the town by replacing aging, inadequate onsite systems with a modern, energy-efficient solution that will serve Historic Waitsfield Village and Waitsfield Elementary School—both vital anchors of civic, educational, and economic life in the Mad River Valley.

The Waitsfield Census Designated Place (CDP), which includes Waitsfield and Irasville Villages, has a median household income of just \$32,817—44 percent below the Vermont statewide average and 45 percent below Washington County’s 2024 Housing Wage for a modest two-bedroom rental. This affordability gap is compounded by rapidly rising property values in the Mad River Valley, where median home prices increased by 50 percent in Waitsfield, 101 percent in Fayston, and 297 percent in Warren between 2013 and 2023—far outpacing county trends. These pressures have deepened economic distress, widened the housing affordability gap, and exacerbated workforce shortages for local businesses struggling to retain employees.

The region is also undergoing significant demographic shifts. Between 1990 and 2020, Waitsfield’s median age rose by 39 percent, and the population over age 65 increased by 12.7 percent—both well above county and national averages. Meanwhile, the population aged 25 to 34 declined, signaling outmigration of working-age residents and a shrinking labor pool. These trends, combined with the recent closure of the local medical center and pharmacy, leave older residents with limited access to essential healthcare services and increase the urgency of infrastructure improvements that support community stability and intergenerational equity.

As the commercial and civic center for the broader Mad River Valley—including Warren, Fayston, and Moretown—Waitsfield plays a strategic role in regional development. The lack of wastewater infrastructure has constrained housing, economic growth, and public service delivery across the Valley. This project addresses those disparities by improving public health, enabling compact and walkable development, and enhancing climate resilience. It ensures safe sanitation for the school, supports local businesses, and lays the foundation for equitable growth in a region historically underserved by federal infrastructure investment.

The project is shovel-ready, with engineering well underway and strong community support demonstrated through a successful public bond vote. It represents a transformative opportunity to align infrastructure investment with environmental stewardship, economic vitality, and the long-term needs of a rural community at the heart of the Northern Border region.



TOWN OF WAITSFIELD MEMORANDUM

TO: Waitsfield Selectboard

FROM: Steve Lewis & Sandy Gallup, Assistant Town Treasurer

DATE: August 27, 2025

SUBJECT: FY25 Budget Status Report Summary Report and Year-End Pre-Audit

I am enclosing a June 30, 2025 Budget Status Summary Report for the General Fund and the Capital Fund 2. Together, these two funds make up the Town Budget that was approved in March of 2024. 105% of budgeted revenue has been received and 104% of expenditures have been paid. We funded the reserves in early June. Please note that as of June 30th we are 100% through the fiscal year.

Year-End Pre-Audit: Based on financial information our Revenue will Exceed Expenditures by \$42,758. This is based on revenue exceeding the budget by \$143,285, expenditures being on target with our budget, and the selectboard use of \$95,500 in unassigned fund balance for a road department truck. This brings us to the +\$42,758 for the fiscal year (+\$143,285 Revenue, -\$5,026 Expenditures -\$95,500 Truck Purchase). See details below:

Our **projected revenue** is \$143,285 higher than budgeted. This overage is the result of the following:

| <u>Revenue exceeding budget:</u> | | <u>Revenue less than budget:</u> | |
|----------------------------------|----------|----------------------------------|--------|
| Interest Income | + 48,737 | Town Clerk Fees | -9,813 |
| Road Dept Grant (FY23) | + 16,500 | | |
| Covered Bridge Insurance | + 70,550 | | |
| State Current Use Reimb | + 25,362 | | |

Expenditures are \$5,026 higher than budgeted. Although there are multiple variances with in our budgeted expenditures, overall expenditures are very close when compared to the budget. The covered bridge damage (offset by insurance proceeds), staffing levels and grant activity have affected this year's disbursements. This overage is the result of the following:

| <u>Expenditures exceeding budget:</u> | | <u>Expenditures less than budget:</u> | |
|---------------------------------------|---------|---------------------------------------|---------|
| Planning Grant (Irasville) | +42,890 | Office Assistant | -65,367 |
| (to be reimbursed in Fall 2025) | | Town Admin Staff | -40,780 |
| Covered Bridge Repairs | +70,500 | Road Dept Staff | -13,500 |
| July 2024 Flood Road Repairs | +63,500 | Employee Benefits | -28,510 |
| | | Town Garage Repairs | -15,000 |
| | | MRGP Project Exp | -10,000 |

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



TOWN OF WAITSFIELD

Below please find the unassigned fund balance:

| | | |
|---|----|-----------|
| Unassigned Fund Balance FY24 | \$ | 1,111,341 |
| Revenue - Expenditures FY25 | \$ | 42,758 |
| Wait House Capital | \$ | (100,000) |
| Town Garage Reserve | \$ | (100,000) |
| Paving Reserve | \$ | (100,000) |
| Total Unassigned Pre-Audit FY25 | \$ | 854,099 |
| <hr/> | | |
| Fund Balance Reserve per Policy (2 Months Expenses) | \$ | 466,186 |
| <hr/> | | |
| Unassigned Fund Balance over Policy | \$ | 387,913 |

Other Notes:

Positive Pay – ACH Monitor – Town has implemented both risk management services with M&T Bank.

Please note that this report is a pre-audit picture of our year-end financial position. Audit adjustments may have an impact of our fiscal year finances.

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

| Town of Waitsfield- Budget Status Summary Report FY25 | | | | | |
|---|------------------------|------------------------------------|-------------------------|--------------------------|-----------------------------|
| June 30,2025 (100% of the year) | | | | | |
| | Budget 2025 | Actual - thru 06/30/2025 FY2025 | Variance % of Budget | Vairance \$ of Budget | Education Taxes Received |
| General Fund Revenue | | | | | |
| Taxes | \$ 2,319,738.00 | \$ 2,304,211.67 | 99% | \$ (15,526.33) | \$ 7,584,466.37 |
| Town Clerk Fees | \$ 30,000.00 | \$ 20,186.40 | 67% | \$ (9,813.60) | |
| FD Admin Services | \$ 5,670.00 | \$ 5,607.00 | 99% | \$ (63.00) | |
| Interest Income | \$ 17,500.00 | \$ 66,237.19 | 378% | \$ 48,737.19 | |
| Beverage Sale Permits | \$ 4,000.00 | \$ 3,195.00 | 80% | \$ (805.00) | |
| Zoning Income | \$ 11,000.00 | \$ 11,035.90 | 100% | \$ 35.90 | |
| Spaulding Fine | \$ - | \$ 2,000.00 | | \$ 2,000.00 | |
| Act 60 Support | \$ 10,500.00 | \$ 10,953.50 | 104% | \$ 453.50 | |
| Penalty Budget Year | \$ 15,000.00 | \$ 10,860.26 | 72% | \$ (4,139.74) | |
| Conservation Income | \$ - | \$ 300.00 | | \$ 300.00 | |
| State Aid to Highways | \$ 74,000.00 | \$ 78,623.92 | 106% | \$ 4,623.92 | |
| Road Dept Grant Revenue | \$ - | \$ 16,500.00 | | \$ 16,500.00 | |
| Road Dept Other Income | \$ 1,000.00 | \$ 3,417.15 | 342% | \$ 2,417.15 | |
| Insurance Claim/Audit Income | \$ - | \$ 70,550.11 | | \$ 70,550.11 | |
| Fire Dept - Fayston | \$ 76,659.00 | \$ 89,723.04 | 117% | \$ 13,064.04 | |
| Traffic Control Income | \$ 5,000.00 | \$ 4,445.65 | 89% | \$ (554.35) | |
| Dog Impoundment Fee | \$ 150.00 | \$ 25.00 | 17% | \$ (125.00) | |
| PILOT Program | \$ 6,000.00 | \$ 6,785.93 | 113% | \$ 785.93 | |
| Current Use Reimbursement | \$ 110,000.00 | \$ 135,362.00 | 123% | \$ 25,362.00 | |
| Delinquent Tax Interest | \$ 18,000.00 | \$ 15,582.56 | 87% | \$ (2,417.44) | |
| Insurance Reimb Library/Wait H | \$ 5,894.00 | \$ 2,611.70 | 44% | \$ (3,282.30) | |
| Water Operations Reimb | \$ 5,150.00 | \$ 6,750.00 | 131% | \$ 1,600.00 | |
| Misc. Income | \$ - | \$ 1,166.87 | | \$ 1,166.87 | |
| Capital Fund 2 Revenue | \$ 64,084.00 | \$ 56,499.26 | 88% | \$ (7,584.74) | |
| Total General Fund Revenue | \$ 2,779,345.00 | \$ 2,922,630.11 | 105% | \$ 143,285.11 | |
| General Fund Expenditures | | | | | |
| Town Meeting/Elections | \$ 6,500.00 | \$ 3,367.26 | 52% | \$ (3,132.74) | |
| Legal & Auditing | \$ 35,500.00 | \$ 36,288.50 | 102% | \$ 788.50 | |
| Town Office Operations | \$ 102,489.00 | \$ 81,247.23 | 79% | \$ (21,241.77) | |
| Town Clerk & Treasurer | \$ 191,116.00 | \$ 125,748.06 | 66% | \$ (65,367.94) | |
| Selectboard | \$ 96,825.00 | \$ 56,044.03 | 58% | \$ (40,780.97) | |
| Planning & Zoning | \$ 69,620.00 | \$ 112,510.56 | 162% | \$ 42,890.56 | |
| Board of Listers | \$ 30,000.00 | \$ 27,725.42 | 92% | \$ (2,274.58) | |
| Collector of Deliq. Taxes | \$ 15,000.00 | \$ 16,211.33 | 108% | \$ 1,211.33 | |
| Conservation Commission | \$ 5,000.00 | \$ 4,427.50 | 89% | \$ (572.50) | |
| Road Dept. Labor | \$ 276,590.00 | \$ 270,163.41 | 98% | \$ (6,426.59) | |
| Road Dept Equip Operations/Repairs | \$ 107,247.00 | \$ 107,938.83 | 101% | \$ 691.83 | |
| Road Dept Hired Equip & Labor | \$ 12,300.00 | \$ 21,799.00 | 177% | \$ 9,499.00 | |
| Road Dept Materials | \$ 173,000.00 | \$ 160,184.72 | 93% | \$ (12,815.28) | |
| Road Dept. Misc. | \$ 29,548.00 | \$ 168,383.72 | 570% | \$ 138,835.72 | |
| Road Subtotal | \$ 598,685.00 | \$ 728,469.68 | | \$ 129,784.68 | |
| Employee Benefits | \$ 233,501.00 | \$ 204,990.82 | 88% | \$ (28,510.18) | |
| Fire Department | \$ 191,648.00 | \$ 202,725.69 | 106% | \$ 11,077.69 | |
| Public Safety | \$ 72,014.00 | \$ 61,421.78 | 85% | \$ (10,592.22) | |
| Dues & Assessments | \$ 232,241.00 | \$ 243,600.52 | 105% | \$ 11,359.52 | |
| Special Appropriations | \$ 28,220.00 | \$ 28,220.00 | 100% | \$ - | |
| Miscellaneous | \$ 27,500.00 | \$ 19,325.11 | 70% | \$ (8,174.89) | |
| Contribution to Reserves | \$ 615,025.00 | \$ 615,025.00 | 100% | \$ - | |
| Capital Fund 2 Expenditures | \$ 228,461.00 | \$ 312,523.04 | 137% | \$ 84,062.04 | Education Taxes |
| Education Taxes Paid to School/State | | | | | \$ 7,584,466.37 |
| Total General Fund Expenditures | \$ 2,779,345.00 | \$ 2,879,871.53 | 104% | \$ 100,526.53 | |
| Revenue Less Expenditures GF & Capital FD | \$ - | \$ 42,758.58 | | | |
| Cash Balance - Checking 06/30/2025 | | \$ 982,256.59 | | | |

08/27/25

Town of Waitsfield General Ledger

Page 1 of 2

02:18 pm

Previous Year Pd: 12 - Budget Status Report

Clerk Treasurer

WATER FUND

| Account | Budget | Actual | % of Budget |
|--|-------------------|-------------------|----------------|
| 08-1220.01 WATER INTEREST | 2,250.00 | 28.22 | 1.25% |
| 08-1222.01 WATER RESERVE INTEREST | 2,250.00 | 5,522.19 | 245.43% |
| 08-2010.01 CONNECTION FEES | 0.00 | 0.00 | 0.00% |
| 08-2020.01 USER FEES -- DEBT SRVC | 136,104.00 | 137,660.27 | 101.14% |
| 08-2030.01 USER FEES -- O&M | 51,460.00 | 53,106.85 | 103.20% |
| 08-2040.01 USER FEES -- ADD'L WATER | 26,250.00 | 34,251.02 | 130.48% |
| 08-2050.01 SPECIAL CHARGES | 0.00 | 582.65 | 100.00% |
| 08-8050.01 WATER MISC REVENUE | 0.00 | 0.00 | 0.00% |
| Total Revenues | 218,314.00 | 231,151.20 | 105.88% |
| 08-100-1050.10 WATER SALARIES | 0.00 | 0.00 | 0.00% |
| 08-200-2100.10 USDA RURAL DEV LOAN | 132,996.00 | 132,996.00 | 100.00% |
| 08-200-2110.10 WATER BREAK LOAN (TOWN) | 0.00 | 0.00 | 0.00% |
| 08-200-2210.10 ACCOUNTING | 5,200.00 | 5,200.00 | 100.00% |
| 08-200-2212.10 POSTAGE (TOWN) | 450.00 | 450.00 | 100.00% |
| 08-200-2215.10 PUBLIC NOTICES | 100.00 | 0.00 | 0.00% |
| 08-200-2220.10 REPAIRS, MAINT, MATERIALS | 11,550.00 | 11,599.39 | 100.43% |
| 08-200-2221.10 EQUIPMENT | 0.00 | 0.00 | 0.00% |
| 08-200-2222.10 CUSTOMER RECHARGE | 0.00 | 0.00 | 0.00% |
| 08-200-2225.10 CHEMICALS | 100.00 | 0.00 | 0.00% |
| 08-200-2230.10 DUES & TAXES | 235.00 | 265.00 | 112.77% |
| 08-200-2235.10 EDUCATION/TRAINING | 0.00 | 0.00 | 0.00% |
| 08-200-2236.10 ENGINEERING SERVICES | 200.00 | 0.00 | 0.00% |
| 08-200-2240.10 ELECTRICITY | 2,650.00 | 2,753.39 | 103.90% |
| 08-200-2241.10 PROPANE | 375.00 | 421.70 | 112.45% |
| 08-200-2245.10 INSURANCE | 1,000.00 | 870.55 | 87.06% |
| 08-200-2250.10 LEGAL | 500.00 | 0.00 | 0.00% |
| 08-200-2255.10 TREASURER/AUDIT (TOWN) | 1,550.00 | 1,550.00 | 100.00% |
| 08-200-2260.10 OFFICE/ADMIN/SUPPLIES/POS | 250.00 | 0.00 | 0.00% |
| 08-200-2265.10 WATER OP -- CONTRACT | 23,256.00 | 24,961.00 | 107.33% |
| 08-200-2266.10 WATER OP - ADD. SERVICES | 4,000.00 | 3,430.00 | 85.75% |
| 08-200-2270.10 PERMIT/LICENSES | 1,000.00 | 2,669.45 | 266.95% |
| 08-200-2275.10 PHONE/CELL FOR CONTROL SY | 1,300.00 | 1,252.00 | 96.31% |
| 08-200-2280.10 WATER TESTS | 1,200.00 | 530.00 | 44.17% |
| 08-200-2283.10 DIG SAFE | 330.00 | 211.00 | 63.94% |
| 08-200-2285.10 PLOWING (TOWN) | 1,100.00 | 1,100.00 | 100.00% |
| 08-200-2287.10 HYDRANT SNOW REMOVAL | 1,650.00 | 1,650.00 | 100.00% |
| 08-200-2290.10 MISCELLANEOUS | 1,000.00 | 207.13 | 20.71% |
| 08-200-2298.10 EMERGENCY RESERVE | 0.00 | 0.00 | 0.00% |
| 08-200-2299.10 ASSET REPLACEMENT RESERVE | 0.00 | 0.00 | 0.00% |
| 08-300-3100.10 WATER RESERVES EXPENSE | 0.00 | 0.00 | 0.00% |
| 08-300-3105.10 CAPITAL RESERVE EXP | 0.00 | 0.00 | 0.00% |
| Total Expenditures | 191,992.00 | 192,116.61 | 100.06% |
| Total WATER FUND | 26,322.00 | 39,034.59 | |
| Total All Funds | 26,322.00 | 39,034.59 | |

08/27/25

Town of Waitsfield General Ledger

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02:18 pm

Previous Year Pd: 12 - Budget Status Report

Clerk Treasurer

WATER FUND

Account

Actual

Budget

Actual % of Budget

=====



TOWN OF WAITSFIELD

Waitsfield Selectboard

4144 Main Street

Waitsfield, VT 05673

September 8, 2025

To Benjamin Plewak of 78 Pine Brook Road,

We are writing to follow up on ongoing concerns brought to the Town regarding noise disturbances caused by roosters on your property, specifically frequent crowing during nighttime and early morning hours.

The first complaint was received on August 20th, and since then, the Town has documented over ten separate complaints from neighbors regarding sustained noise. In accordance with the Town's Domestic Animal Ordinance, the Acting Animal Control Officer visited your property on August 27th to discuss the issue. As no contact was made at that time, the officer left a note describing the nature of the complaint, a copy of the ordinance, and a business card. On August 28th, you contacted the Acting Animal Control Officer and discussed the matter directly.

As complaints have continued to come to the Town's attention, the next step in the process is this formal notice from the Selectboard. The Waitsfield Domestic Animal Ordinance prohibits sustained or disruptive animal noise that interferes with the reasonable comfort of neighbors, particularly during nighttime hours.

Specifically, **Section 4: Prohibited Nuisances** states:

"The Owner of a Domestic Animal may not allow, permit, or suffer such animal to create a nuisance. The following activities are hereby deemed nuisances:

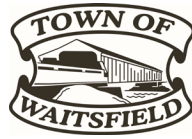
1. Nuisance One: Disturbing the Peace

A Domestic Animal that disturbs the quiet, comfort and repose of others by bellowing, bleating, braying, calling, clucking, crowing, crying, honking, howling, neighing, whining, or making some other noise for a sustained period of time."

Based on the reports received, the crowing of your roosters during multiple hours of the night constitutes a violation of this ordinance.

We understand that animal ownership is a valued part of rural Vermont life, and we are committed to working respectfully with residents to resolve issues in a fair and constructive manner. At this stage, we ask that you take steps to mitigate the nighttime crowing in order to bring your property into compliance with the ordinance.

As part of the next step in the Town's process, the Selectboard may schedule a public hearing to formally adjudicate this matter. The Selectboard has broad authority under the ordinance to determine appropriate remedies and resolutions. You will be notified of the date and time of the hearing, and we encourage your participation.



TOWN OF WAITSFIELD

If you believe your property qualifies for agricultural exemption or farm classification under USDA guidelines and you possess a Form 1040-F, please bring this to the Town's attention. We will review any documentation you provide as part of our effort to ensure fair and consistent application of the ordinance.

Should you have questions or wish to discuss possible solutions, we encourage you to reach out to the Town Administrator or the Animal Control Officer directly. We appreciate your cooperation and your role in helping maintain the quality of life in our community.

Sincerely,
Waitsfield Selectboard

Brian Shupe - Waitsfield Selectboard Chair



Rural Development

August 27, 2025

St. Johnsbury
Area Office

481 Summer Street,
Suite 203
St. Johnsbury, VT
05819

Town of Waitsfield
Sent via email

Attn: Select Board Chair

Voice 802.424.3159
Fax 855.794.3675

Dear Select Board:

As part of the review of your preapplication for Rural Development assistance, we have reviewed your existing accounting system and find that it complies with the requirements of Rural Development.

As explained in the Letter of Conditions, a copy of your year-end financial report should be forwarded to this office each year during the life of the loan.

If you have any questions, please call me at (802) 424-3159.

Sincerely,

Dianne H. Drown

DIANNE H. DROWN
Community Program Specialist

USDA is an equal opportunity provider and employer, and lender.

To file a complaint of discrimination, write: USDA, Office of the Assistant Secretary for Civil Rights, 1400 Independence Ave., S.W., Washington, DC 20250-9410 or call (866) 632-9992 (Toll Free Customer Service). Persons with disabilities who require alternative means of communication should contact the USDA's TARGET Center at (202) 720-2600 or the USDA through the Federal Relay Services at (800) 877-8339.

August 27, 2025

Town of Waitsfield
Brian Shupe, Select Board Chair
4144 Main St.
Waitsfield, VT 05673

Sent via email to: John Weir pza@gmavt.net

SUBJECT: Letter of Conditions
Recipient Name Town of Waitsfield
Project Name: FY 25 Wastewater System Project
CFDA NUMBER - 10.760

Agency Loan: \$7,553,000
Agency Grant: \$649,000
Applicant: \$34,000
Other Funding: \$3,890,000

Dear Brian:

This letter establishes conditions which must be understood and agreed to by you before further consideration may be given to your application. The loan and/or grant will be administered on behalf of the Rural Utilities Service (RUS) by the State and Area staff of USDA Rural Development (RD), both of which are referred to throughout this letter as the Agency. Any changes in project cost, source of funds, scope of project, or any other significant changes in the project or applicant must be reported to and concurred with by the Agency by written amendment to this letter. This includes any significant changes in the Applicant's financial condition, operation, organizational structure or executive leadership. Any changes made without Agency concurrence shall be cause for discontinuing processing of the application.

This letter does not constitute loan and/or grant approval, nor does it ensure that funds are or will be available for the project. The funding is being processed on the basis of a loan not to exceed \$7,553,000 and/or a grant not to exceed \$649,000. The loan and/or grant will be considered approved on the date Form RD 1940-1, "Request for Obligation of Funds" is signed by the Agency approval official.

Rural Development • Vermont & New Hampshire State Office
87 State Street, Suite 324 PO Box 249 Montpelier, Vermont 05601
Tel. (802) 828-6080 Fax (855) 794-3680 TTY 711

USDA is an equal opportunity provider, employer and lender

The applicant will ensure projects are completed in a timely, efficient, and economical manner. You must meet all conditions set forth under Section III – Requirements Prior to Advertising for Bids within 1 year of this letter.

If you do not meet the conditions of this letter, the Agency reserves the right to withdraw Agency funding.

If you agree to meet the conditions set forth in this letter and desire further consideration be given to your application, please execute and return the following forms within 15 days:

Form RD 1942-46, “Letter of Intent to Meet Conditions”
Form RD 1940-1, “Request for Obligation of Funds”

All parties may access information and regulations referenced in this letter at our website located at: Water and Environmental Programs | Rural Development (usda.gov)

The conditions are as follows:

SECTION I - PROJECT SCOPE

1. Project Description – Funds will be used to create a village wastewater system to collect wastewater from Irasville and the Waitsfield Designated Village Center, providing primary treatment in shared neighborhood septic tanks, and pumping the wastewater effluent to a tertiary treatment and disposal system on a Town-owned site south of the village off Kingsbury Road.

Facilities will be designed and constructed in accordance with sound engineering practices and must meet the requirements of Federal, State, and local agencies. The proposed facility design must be based on the Preliminary Engineering Report (PER), prepared by DuBois & King, Inc., dated/amended July 2024, as concurred with by the Agency.

2. Project Funding – The Agency is offering the following funding for your project:

Agency Loan - \$ 7,553,000
Agency Grant -\$ 649,000

This offer is based upon the following additional funding being obtained.

| | |
|---|----------------------|
| Applicant Contribution - | \$ 34,149 |
| First ARPA & VT DEC Pollution Control - | \$ 2,508,085 |
| State Revolving Loan Fund - | \$ 381,766 |
| Second ARPA May 21, 2025 - | \$ 1,000,000 |
| TOTAL PROJECT COST - | \$ 12,126,000 |

Any changes in funding sources following obligation of Agency funds must be reported to the processing official. Prior to loan closing, any increase in non-Agency funding will be applied first as a reduction to Agency grant funds, up to the total amount of the grant, and then as a reduction to Agency loan funds.

The applicant must certify that they have exhausted all other funding avenues and have no pending funding considerations from any other sources. Further, the applicant must certify that they do not intend to apply anywhere else for funding for this project. If, after obligation of Agency funds, other funding becomes available, the Agency reserves the right to deobligate any, and all funding for this project and to re-underwrite. This may result in the offering of a different funding package to for this project.

Prior to advertisement for construction bids, you must provide evidence of applicant contributions and other funding sources. This evidence should include a copy of the commitment letter. Agency funds will not be used to pre-finance funds committed to the project from other sources.

3. Project Budget – Funding from all sources has been budgeted for the estimated expenditures as follows:

| Project Costs: | Total Budgeted: |
|--|---------------------|
| Administration | \$86,127 |
| Development | \$8,612,675 |
| Contingency | \$861,142 |
| Engineering Fees | \$2,247,356 |
| Includes: | |
| Preliminary Engineering Report | \$188,478 |
| Environmental Report | \$35,940 |
| Initial Design | \$929,838 |
| Construction Administration | \$354,367 |
| Resident Project Representation (Inspection) | \$708,733 |
| Additional Services | \$30,000 |
| Interest – Interim | \$220,000 |
| Land and Rights-of-Way | \$30,000 |
| Legal Fees - Local Attorney | \$30,000 |
| SRF Principal Cost | \$28,700 |
| Loan Closing Cost | \$10,000 |
| TOTAL | \$12,126,000 |

Project feasibility and funding will be reassessed if there is a significant change in project costs after bids are received. Obligated loan and/or grant funds not needed to complete the

proposed project defined in the Project Scope will be deobligated. Any reduction will be applied to Agency grant funds first. Project Costs also include Contingency funds, which are to only be used to cover unexpected costs within the scope of the approved project and not expand the scope of the project if funds remain at completion. If actual project costs exceed the project cost estimates, an additional contribution by the Owner may be necessary. An “Amended Letter of Conditions” will be issued for any significant changes to the total project budget.

4. Project Timeline – To ensure that the project proceeds in a timely manner, key processing milestones have been established in accordance with the PER or other Agency approved documentation. Project should be completed and all Agency funds fully disbursed within three years of obligation.

By accepting the terms outlined herein, you agree to adhere to the milestones specified below. If one or more of the milestones cannot be met, you must submit a written extension request to the Agency 30 days in advance, or no less than 10 calendar days before the referenced date.

Should your final payment date extend beyond three years from the obligation date, a written request must be submitted following the procedures outlined in Section VI of this letter, with a minimum of 90 days’ notice before the benchmark date. The request must provide valid justification for the delay and include a revised project completion schedule. If the Agency concurs with the modification, written confirmation will be provided. The Agency reserves the right to de-obligate loan and/or grant funds, or take other appropriate action, if the established or amended deadlines are not met.

| Milestone | Date |
|--|------------------|
| Land & Easement Acquisition | January 1, 2026 |
| Final Drawings, Specifications and other Bidding Documents submitted for Agency Review | February 1, 2026 |
| Permits Acquisition Complete | February 1, 2026 |
| Initial Advertisement for Bids | April 1, 2026 |
| Award Contract(s) | April 15, 2026 |
| Commencement of Construction | May 15, 2026 |
| Substantial Completion | May 15, 2027 |
| Final Payment | July 15, 2027 |

SECTION II – RATES & TERMS

5. Interest Rates and Loan Terms – The interest rate will be the lower of the rate in effect at the time of loan approval or the time of loan closing, unless you request otherwise. Should the

interest rate be reduced, the payment will be recalculated to the lower amount. The payment due date will be established as the day that the loan closes.

Your loan will be scheduled for repayment over a period of 40] years. Payments will be equal annual amortized installments, beginning one year after the closing date. For planning purposes, use a 4.25% interest which provides for an annual payment of \$395,929. The precise payment amount will be based on the interest rate at which the loan is closed and may be different than the one above.

6. Security – The loan will be secured by a General Obligation bond with first lien position in the amount of \$7,553,000. The bond will be fully registered both in principal and interest under the name of the “United States of America, Acting through the United States Department of Agriculture.” Bond Counsel will be utilized in preparation of these documents.

The bond/security instrument and any ordinance or resolution relating thereto must not contain any provision in conflict with the Agency Loan Resolution, applicable regulations, or associated laws. There must be no defeasance or refinancing clause in conflict with the graduation requirements of 7 U.S.C. 1983.

If the loan will be on parity with other lenders, the bond/security instrument must specify that, in the event of default, each lender will be affected on a proportionate basis.

Additional security requirements are contained in RUS Bulletin 1780-27, “Loan Resolution (Public Bodies) and/or RUS Bulletin 1780-12, “Water and Waste System Grant Agreement”. A draft of all security instruments, including draft bond resolution, must be reviewed and concurred by the Agency prior to advertising for bids. Bond/loan resolutions must be duly adopted and executed prior to loan closing. The recipient may not transfer, sell or encumber the facility without Agency approval.

The Grant Agreement will be executed prior to the first disbursement of grant funds. The grantee understands that any property acquired or improved with Federal grant funds may have use and disposition conditions which apply to the property as provided by 2 CFR part 200 in effect at this time and as may be subsequently modified. The grantee understands that any sale or transfer of property is subject to the interest of the United States Government in the market value in proportion to its participation in the project.

The Agency must review and concur in a draft of all security instruments prior to advertising for bids. The Loan Resolution must be duly adopted and executed prior to loan closing or the start of construction, whichever occurs first.

To perfect a security interest in collateral, including fixtures, Uniform Commercial Code Form UCC-1, “Financing Statement,” along with Form UCC-1Ad, “UCC Financing Statement Addendum,” as applicable, or other actions as allowed by State statute, must be filed. The UCC-1 filing will designate the Debtor as a Transmitting Utility, thereby ensuring that the filing

remains effective without additional continuations. Lien position will be determined by simultaneously filing a "UCC Information Request form" (commonly known as a "UCC-11" form), used to officially request information about a debtor's UCC filings from the appropriate state filing office.

7. Reserves – Reserves must be properly budgeted and set aside to maintain the financial viability and sustainability of any operation. Reserves are important to fund unanticipated emergency repairs, to assist with debt service should the need arise, and for the replacement of assets which have a useful life less than the repayment period of the loan. The following reserves are required to be established as a condition of this loan:

a. Short-Lived Asset Reserve – In addition to the debt service reserve fund, you must establish a short-lived asset reserve fund for assets expected to require replacement within 15 years. Based on the PER, you must deposit at least \$30,899 into the short-lived asset reserve fund annually for the life of the loan to pay for repairs and/or replacement of major system assets. It is your responsibility to regularly assess your facility's short-lived asset needs, adjust amounts deposited accordingly, and notify the agency of any changes.

SECTION III – REQUIREMENTS PRIOR TO ADVERTISING FOR BIDS

8. Organization – The Bond Counsel transcripts of proceedings must show that your organization is a duly incorporated public body and has continued legal existence. Your organization must have the authority to own, construct, operate, and maintain the proposed facility, as well as for borrowing money, pledging security and raising revenues.

9. Suspension and Debarment Screening – You will be asked to provide information on the principals of your organization. Agency staff must conduct screening for suspension and debarment of the entity, as well as its principals through the Do Not Pay Portal.

Principal –

- i. An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or
- ii. A consultant or other person, whether or not employed by the participant or paid with federal funds, who –
 - 1. Is in a position to handle federal funds;
 - 2. Is in a position to influence or control the use of those funds; or,
 - 3. Occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction. (2 CFR §180.995)

If the Agency staff is unable to confirm if any of the matches belong to the principal, the staff will request the Social Security Number (SSN), or at a minimum the last four digits of the SSN, to determine if the principal is suspended or debarred.

10. Uniform Guidance Procurement Standards Requirements - In accordance with 2 CFR Part 200, you must adopt and follow a procurement policy that follows the Uniform Guidance and implement internal control processes and procedures to ensure compliance with the adopted policy. (2 CFR §200.318)

11. Environmental Requirements –The project, as proposed, has been evaluated to be consistent with the National Environmental Policy Act. Other Federal, State, tribal, and local laws, regulations and/or permits may apply or be required. If the project or any project element deviates from or is modified from the originally approved project, additional environmental review may be required.

12. Engineering Services – You have been required to complete an Agreement for Engineering Services, which should consist of the Engineers Joint Contract Documents Committee (EJCDC) documents as indicated in RUS Bulletin 1780-26, “Guidance for the Use of EJCDC Documents on Water and Waste Projects with RUS Financial Assistance,” or other approved form of agreement. The Agency will provide concurrence prior to advertising for bids and must approve any modifications to this agreement.

13. Contract Documents, Final Plans, and Specifications- All development will be completed by contract in accordance with applicable provisions of RUS Instruction 1780, Subpart C – Planning, Designing, Bidding, Contracting, Constructing and Inspections, (copy available upon request), and in compliance with all statutory requirements. You are responsible to share this with your engineer before pre-design.

a. The plans and specifications and all proposals required by law must be approved by the Vermont Department of Environmental Conservation.

b. In preparing final design and providing service to the planned project area, you and your engineer will comply with all zoning and planning requirements of the appropriate governing bodies where service is to be provided.

c. The Agency will need to concur in the plans and specifications prior to advertising for bids. The Agency may require an updated cost estimate if a significant amount of time has elapsed between the original project cost estimate and advertising for bids.

d. The use of any procurement method other than competitive sealed bids must be requested in writing and approved by the Agency.

e. The contract documents must consist of the EJCDC construction contract documents as indicated in RUS Bulletin 1780-26 or other Agency-approved forms of agreement.

14. Build America, Buy America (BABA) Requirements- Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- a. all iron and steel permanently installed in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. all manufactured products permanently installed in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. all construction materials permanently installed are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The BABA requirement applies to the entirety of an infrastructure project even if only a portion of the project is funded by Federal funds.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

- a. applying the domestic content procurement preference would be inconsistent with the public interest;
- b. the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- c. the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

Definitions

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Owners are ultimately responsible for compliance with the evidence standards as outlined in the Build America Buy America (BABA) Appendix to this Letter. Owners are required to maintain records as specified in their loan or grant agreement, but in all cases, they should maintain records for a minimum of three years after the final expenditure report. Minimum records include certifications from manufacturers, the architect/engineer, and the prime contractor. Supporting documentation includes purchasing records and notes and photos taken by the Resident Project Representative (RPR). Further guidance regarding certifications will be provided by the Agency.

15. Legal Services –A legal services agreement is required with your attorney and bond counsel, if applicable, for any legal work needed in connection with this project. The agreement should stipulate an hourly rate for the work, with a “not to exceed” amount for the services, including reimbursable expenses. RUS Bulletin 1780-7, “Legal Services Agreement,” or

similar format may be used. The Agency will provide concurrence prior to advertising for bids. Any changes to the fees or services spelled out in the original agreement must be reflected in an amendment to the agreement and have prior Agency concurrence.

16. Property Rights - Prior to advertising for bids, you and your legal counsel must furnish satisfactory evidence that you have adequate continuous and valid control over the lands and rights-of-way needed for the project. Acquisitions of necessary land and rights must be accomplished in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act. Such control over the lands and rights will be evidenced by the following:

- a. Right-of-Way Map – Your engineer will provide a map clearly showing the location of all lands and rights-of-way needed for the project. The map must designate public and private lands and rights and the appropriate legal ownership thereof.
- b. Form RD 442-20, “Right-of-Way Easement” – This form, or similar format, may be used to obtain any necessary easements for the proposed project.
- c. Form RD 442-21, “Right-of-Way Certificate” – You will provide a certification on this form that all right-of-way requirements have been obtained for the proposed project.
- d. Form RD 442-22, “Opinion of Counsel Relative to Rights-of-Way” – Your attorney will provide a certification and legal opinion on this form addressing rights-of-way, easements, and title.
- e. Title Work (Title Insurance when a security interest is not taken in the real estate) – When applicable, your attorney or title company will secure an Owners’ Title Insurance policy on all real estate to be acquired in connection with this project. This policy should be in an amount equal to the market value of the property as improved.

The approving official may waive title defects or restrictions, such as utility easements, that do not adversely affect the suitability, successful operation, security value, or transferability of the facility. Any such waivers must be provided by the approving official in writing prior to closing or the start of construction, whichever occurs first.

You are responsible for the acquisition of all property rights necessary for the project and for determining that prices paid are reasonable and fair. The Agency may require an appraisal by an independent appraiser or Agency employee in order to validate the price to be paid.

17. System Policies, Procedures, Contracts, and Agreements – The facility must be operated on a sound business plan which involves adopting policies, procedures, and/or ordinances outlining the conditions of service and use of the proposed system. Mandatory connection policies should be used where enforceable. The policies, procedures, and/or ordinances must contain an effective collection policy for accounts not paid in full within a specified number of days after the date of billing. They should include appropriate late fees, specified timeframes for disconnection of service, and reconnection fees. A draft of these policies, procedures, and/or ordinances must be submitted for Agency review and concurrence, along with the documents below, before closing instructions may be issued unless otherwise stated.

a. Conflict of Interest Policy – Prior to obligation of funds, you must certify in writing that your organization has in place up-to-date written standards of conduct covering conflict of interest. The standards of conduct must include disciplinary actions in the event of a violation by officers, employees, or agents of the borrower. The standards identified herein apply to any parent, affiliate or subsidiary organization of the borrower that is not a state or local government, or Indian Tribe. Policies and accompanying documents shall be furnished to Rural Development upon request.

You must also submit a disclosure of planned or potential transactions related to the use of Federal funds that may constitute or present the appearance of personal or organizational conflict of interest. Disclosure must be in the form of a written letter signed and dated by the applicant's official. A negative disclosure in the same format is required if no conflicts are anticipated.

Sample conflict of interest policies may be found at the National Council of Nonprofits website, <https://www.councilofnonprofits.org/tools-resources/conflict-of-interest>, or in Internal Revenue Service Form 1023, Appendix A, "Sample Conflict of Interest Policy," at <http://www.irs.gov/pub/irs-pdf/i1023.pdf>. Though these examples reference non-profit corporations, the requirement applies to all types of Agency borrowers.

Assistance in developing a conflict of interest policy is available through Agency-contracted technical assistance providers if desired.

#b. Contracts for Other Services/Lease Agreement – Drafts of any contracts or other forms of agreements for other services, including audit, management, operation, and maintenance, or lease agreements covering real property essential to the successful operation of the facility, must be submitted to the Agency for review and concurrence prior to advertising for bids.

#c. Parity/Intercreditor Agreement – Projects with parity liens must have in place a written agreement between the parity lenders. The draft agreement must receive Agency concurrence prior to advertising for bids.

Fully executed copies of any policies, procedures, ordinances, contracts, or agreements above must be submitted prior to loan closing, with the exception of the conflict of interest policy, which must be in place prior to obligation of funds.

18. Closing Instructions – The Agency will prepare closing instructions as soon as the requirements of the previous paragraphs are complete, as well as a draft of the security instrument(s). Both your bond and legal counsel must comply with these instructions when closing the Agency loan/grant.

19. System Users – This letter of conditions is based upon your indication at application that there will be at least 32 residential users, 44 non-residential users, on the proposed system when construction is completed.

Before the Agency can agree to the project being advertised for construction bids, you must certify that the number of users indicated at application are currently using the system or signed up to use the system once it is operational.

If the actual number of existing and/or proposed users that have signed up for service is less than the number indicated at the time of application, you must provide the Agency with a written plan on how you will obtain the necessary revenue to adequately cash flow the expected operation, maintenance, debt service, and reserve requirements of the proposed project (e.g., increase user rates, sign up an adequate number of other users, reduce project scope, etc.). Similar action is required if there is cause to modify the anticipated flows or volumes presented following approval.

- a. Positive Program to Encourage Connections – You must provide a positive program to encourage connection by all users as soon as service is available. The program will be reviewed by the Agency prior to advertising for bids. A guide for developing your positive program is available from the Agency.
- b. Water/Sewer User Agreements – Users will be required to execute a Water/Sewer Users Agreement prior to advertising for construction bids. The amount of cash contributions required will be set by you and concurred with by the Agency. Contributions should be an amount high enough to indicate sincere interest on the part of the potential user, but not so high as to preclude service to low-income families and must have a deadline for the contribution to be used or forfeited. RUS Bulletin 1780-9, “Water Users Agreement,” or similar agreement may be used.
- c. Service Declination Statement – Each potential user who is located along planned lines and declines the offered service will be provided an opportunity to sign a “Service Declination Statement.”

20. Construction Account – A separate construction account is not required for project funds. However, the recipient must be able to separately identify, report and account for all Federal funds, including the receipt, obligation and expenditure of funds, in accordance with 2 CFR 200.305. These funds must be deposited in a bank with Federal Deposit Insurance Corporation (FDIC) insurance coverage. If the balances at the financial institution where federal funds will be deposited exceeds the FDIC insurance coverage, the excess amount must be collaterally secured up to 100 percent of the highest amount of funds expected to be deposited in the account at any one time, per the Department of Treasury regulations and requirements.

21. Interim Financing – The Agency’s policy is to utilize interim financing for all loans exceeding \$500,000. Prepayment penalties on interim financing are not allowed. Borrowers are required to seek interim financing initially from private or cooperative lenders if funds can be borrowed at reasonable interest rates on an interim basis from those sources for the construction period. The fact that a commercial lender’s rates are higher than current Agency interest rates does not necessarily mean that the commercial rate is not reasonable. In most

cases, the borrower is issuing payment to the interim lender, and therefore, the borrower is responsible for the debarment and suspension screening of the interim lender.

22. Proposed Operating Budget – You must establish and/or maintain a rate schedule that provides adequate income to meet the minimum requirements for operation and maintenance (O & M), debt service, and reserves. Prior to advertising for bids, you must submit a proposed annual operating budget to the Agency, as well as your proposed rate schedule. The operating budget should be based on a typical year cash flow after completion of the construction phase and should be signed by the appropriate official of your organization. Form RD 442-7, “Operating Budget,” or similar format may be utilized for this purpose. It is expected that O & M expenses will change over each successive year and user rates will need to be adjusted on a regular basis.

Technical assistance is available at no cost to help you evaluate and complete a rate analysis on your system. This assistance is available free to your organization. If you are interested, please contact our office for information.

23. Permits –The owner or responsible party will be required to obtain all applicable permits for the project, prior to advertising for bids. The consulting engineer must submit written evidence that all applicable permits required prior to construction have been obtained with submission to the Agency of the final plans, specifications, and bid documents.

24. Risk and Resilience Assessment/Emergency Response Plan (RRA/ERP) –The Agency requires all financed water and wastewater systems to have a RRA/ERP in place. New water or wastewater systems must provide a certification that an ERP is complete prior to the start of operation, and a certification that a RRA is completed within one year of the start of operation (substantial completion) and ERP certification is due six months from the date of the RRA certification. Technical assistance is available in preparing these documents at no cost to you.

Before funds are drawn, you should have in place a cybersecurity plan, a supply chain plan, and a plan to comply with cybersecurity requirements of the National Institute of Science and Technology and the Cybersecurity and Infrastructure Security Administration. These items should be addressed in the RRA/ERP.

The RRA/ERP documents themselves are not submitted to the Agency. The RRA/ERP must address potential impacts from natural disasters and other emergency events. It should include plans to address impacts of flash flooding in areas where severe drought or wildfires occur. The documents should be reviewed and updated every three years at a minimum.

25. Bid Authorization - Once all the conditions outlined in Section III of this letter have been met, the Agency will authorize you to advertise the project for construction bids. Such advertisement must be in accordance with applicable State statutes.

SECTION IV - REQUIREMENTS PRIOR TO START OF CONSTRUCTION

26. Disbursement of Agency Funds - Agency funds will be disbursed electronically into the construction account as they are needed. SF 3881, "ACH Vendor/Miscellaneous Payment Enrollment Form," must be completed and submitted to the Agency prior to commencement of construction.

The order of disbursement is as follows: 1) Applicant contribution, 2) other funding sources, 3) interim financing or Agency loan funds, and 4) Agency grant funds. Interim financing or Agency loan funds will be expended after all other funding sources unless a written agreement is reached with all other funding sources on how funds are to be disbursed prior the first disbursement. Interim financing funds or Agency loan funds must be used prior to the use of Agency grant funds. Agency Grant funds must not be disbursed prior to loan funds except as authorized in 7 CFR 1780.45(d).

Grant funds are to be deposited in an interest-bearing account (exception provided below) in accordance with 2 CFR Part 200 and interest in excess of \$500 per year remitted to the Agency. The funds should be disbursed by the recipient immediately upon receipt, and there should be little interest accrual on the Federal funds. Instructions from the Agency can be requested on how to remit interest earned in excess of \$500 per year. Recipients shall maintain advances of Federal funds in interest-bearing accounts, unless:

- The recipient receives less than \$250,000 in Federal awards per year.
- The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances.
- The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.
- A foreign government or banking system prohibits or precludes interest-bearing accounts, or
- An interest-bearing account is not readily accessible (for example, due to public or political unrest in a foreign country).

27. Bid Tabulation – Immediately after bid opening, you must provide the Agency with the bid tabulation and your engineer's evaluation of bids and recommendations for contract awards. If the Agency agrees that the construction bids received are acceptable, adequate funds are available to cover the total project costs, and all the requirements of Section III of this letter have been satisfied, the Agency will authorize you to issue the Notice of Award.

a. Cost Overruns – If bids are higher than expected, or if unexpected construction problems are encountered, you must utilize all options to reduce cost overruns. Negotiations, redesign, use of bidding alternatives, rebidding or other means will be considered prior to commitment of subsequent funding by the Agency. Any requests for subsequent funding to cover cost overruns will be contingent on the availability of funds. Cost overruns exceeding 20 percent of the development cost at time of loan or grant approval or where the scope of the

original purpose has changed will compete for funds with all other applications on hand as of that date.

b. Excess Funds - If bids are lower than anticipated at time of obligation, excess funds must be deobligated prior to start of construction except in the cases addressed in this paragraph. In cases where the original PER for the project included items that were not bid, or were bid as an alternate, the State Office official may modify the project to fully utilize obligated funds for those items. Amendments to the PER, ER, and Letter of Conditions may be needed for any work not included in the original project scope. In all cases, prior to start of construction, excess funds will be deobligated, with grant funds being deobligated first. Excess funds do not include contingency funds as described in this letter.

28. Suspension and Debarment Screening – In accordance with 2 CFR Part 180, Subpart C, as a condition of the transaction and the responsibilities to persons at the next lower tier with whom you enter into transactions, you must conduct screening for suspension and debarment of lower tier recipients (e.g., engineer, attorneys, vendors, contractors, interim lender, etc.).

29. Contract Review – Your attorney will certify that the executed contract documents, including performance and payment bonds, if required, are adequate and that the persons executing these documents have been properly authorized to do so in accordance with 7 CFR 1780.61(b).

Once your attorney has certified that they are acceptable, the contract documents will be submitted to the Agency for concurrence. Construction cannot commence until the Agency has concurred in the construction contracts.

30. Final Rights of Way – Your attorney or title company must furnish a separate final title opinion or Title Insurance Policy on all real property related to the facility, now owned and to be acquired for this project, as of the day of loan closing or start of construction, whichever occurs first. Form RD 1927-10, “Final Title Opinion” may be used.

If any of the right-of-way forms listed previously in this letter contain exceptions that do not adversely affect the suitability, successful operation, security value, or transferability of the facility, the approving official must provide a written waiver prior to the issuance of the Notice to Proceed.

31. Insurance and Bonding Requirements - Prior to the start of construction or loan closing, whichever occurs first, you must acquire and submit to the Agency proof of the types of insurance and bond coverage for the borrower shown below. The use of deductibles may be allowed, providing you have the financial resources to cover potential claims requiring payment of the deductible. The Agency strongly recommends that you have your engineer, attorney, and insurance provider(s) review proposed types and amounts of coverage, including any exclusions and deductible provisions. It is your responsibility and not that of the Agency to assure that adequate insurance and fidelity bond coverage is maintained.

- a. General Liability Insurance – Include vehicular coverage.
- b. Workers’ Compensation – In accordance with appropriate State laws.
- c. Guaranty or Fidelity Insurance—Coverage for all persons who have access to funds, including persons working under a contract or management agreement. Coverage may be provided either for all individual positions or persons, or through “blanket” coverage providing protection for all appropriate employees. Each position is to be insured in an amount equal to the maximum amount of funds expected to be under the control of that position at any one time. The minimum coverage allowed will be an amount equal to the total annual debt service payment on the Agency loans. The coverage may be increased during construction based on the anticipated monthly advances.
- d. National Flood Insurance - If the project involves acquisition or construction in a designated special flood area, the community in which the acquisition or construction is situated must be currently participating in the national flood insurance program. Additionally, if the project involves acquisition or construction in designated special flood or mudslide prone areas, a flood insurance policy must be in place at the time of loan closing.
- e. Real Property Insurance – Fire and extended coverage will normally be maintained on all structures except reservoirs, pipelines and other structures if such structures are not normally insured, and subsurface lift stations except for the value of electrical and pumping equipment. The Agency will be listed as mortgagee on the policy when the Agency has a lien on the property. Prior to the acceptance of the facility from the contractor(s), you must obtain real property insurance (fire and extended coverage) on all facilities identified above.

The Agency is to be listed as “Other Insured” so as to receive notifications on all insurance, regardless of security. Insurance types described above are required to be continued throughout the life of the loan. See Section VII.

32. Initial Civil Rights Compliance Review – The Agency will conduct an initial civil rights compliance review of the borrower prior to loan closing or start of construction, whichever occurs first, in accordance with 7 CFR 1901, Subpart E. You are expected to comply with the completion of the review, including the furnishing of any documents, records, or other applicable material.

33. Self-Evaluation and Transition Plan - The self-evaluation and transition plan are to be completed prior to loan closing or the start of construction, whichever occurs first. Provide a copy of the self-evaluation plan and if necessary, transition plan.

A self-evaluation is a review of the services, programs, activities or facilities to be financed by our Agency to identify any physical barriers or policies, practices or procedural barriers that may limit or exclude participation by people with disabilities. A review of the facility to be financed by our agency and of your organization’s policies and practices that relate to the facility’s activities and services should be conducted with the assistance of persons knowledgeable of the applicable laws.

Any barriers identified in your self-evaluation should then be addressed in the transition plan. Structural changes or providing services or activities in an alternative manner or location may accomplish the elimination of barriers.

SECTION V – REQUIREMENTS PRIOR TO CLOSING

34. Interim Financing. Interim financing is being used. Generally, loan closing will occur near the end of construction when interim funds are fully disbursed. Documents detailed above from Sections II and III regarding security, electronic payments (Form 3550-28), and system policies, procedures, contracts, and agreements must be adopted and/or executed and submitted to the Agency prior to loan closing.

35. Electronic Payments – Payments will be made through an electronic preauthorized debit system. You will be required to complete Form RD 3550-28, “Authorization Agreement for Preauthorized Payments,” for all new and existing indebtedness to the Agency prior to loan closing.

36. Other Requirements – All requirements contained in the Agency’s closing instructions, as well as any requirements of your bond counsel and/or attorney, must be met prior to loan closing.

a. System for Award Management. You will be required to maintain a Unique Entity ID (UEI) and maintain an active registration in the System for Award Management (SAM) database. Renewal can be completed online at: <http://sam.gov>. This registration must be renewed and revalidated every 12 months for as long as there is an active loan, grant, or guaranteed loan with the Agency.

To ensure the information is current, accurate and complete, and to prevent the SAM account expiration, the review and updates must be performed within 365 days of the activation date, commonly referred to as the expiration date. The registration process may take up to 10 business days. (See 2 CFR Part 25 and the “Help” section at <http://sam.gov>).

b. Litigation. You are required to notify the Agency within 30 days of receiving notification of being involved in any type of litigation prior to loan closing or start of construction, whichever occurs first. Additional documentation regarding the situation and litigation may be requested by the Agency.

c. Certified Operator. Evidence must be provided that your system has or will have a certified operator, as defined by applicable State or Federal requirements, available prior to the system becoming operational, or that a suitable supervisory agreement with a certified operator is in effect.

SECTION VI – REQUIREMENTS DURING CONSTRUCTION AND POST CONSTRUCTION

37. Construction Completion Timeframe – Following the benchmarks established in Section I, Item 4, Project Timeline, all projects should be completed and Agency funds fully disbursed within three years of the date of obligation. If funds are not disbursed within three years of obligation and you have not already done so per Section I, Item 4, you must submit a written request for extension of time to the Agency with adequate justification of the circumstances, including any beyond your control. The request must be submitted at least 90 days prior to the end of the three-year timeframe and include a revised estimated date of completion. The Agency will typically only allow one extension. Subsequent requests for waivers beyond the initial extension or requests that exceed five years from the initial date of obligation will be submitted to the RUS, Water and Environmental Programs for consideration. The Agency retains the right to de-obligate any loan and/or grant monies, or take other appropriate action, related to unliquidated funds that exceed the timeframes above and are not under an active extension.

38. Resident Inspector(s) – Full-time inspection is required unless you request an exception. Such requests must be made in writing, and the Agency must provide written concurrence. Inspection services are to be provided by the consulting engineer unless other arrangements are requested in writing and concurred with by the Agency. A resume of qualifications of any resident inspector(s) will be submitted to the owner and Agency for review and concurrence prior to the pre-construction conference. The resident inspector(s) must attend the preconstruction conference.

39. Preconstruction Conference – A preconstruction conference will be held prior to the issuance of the Notice to Proceed. The consulting engineer will review the planned development with the Agency, owner, resident inspector, attorney, contractor, other funders, and other interested parties, and will provide minutes of this meeting to the owner and Agency.

40. Inspections - The Agency requires a preconstruction conference, pre-final, final, and warranty inspections. Your engineer will schedule a warranty inspection with the contractor and the Agency before the end of the one-year warranty period to address and/or resolve any outstanding warranty issues. The Agency will conduct an inspection with you of your records management system at the same time and will continue to inspect the facility and your records system every three years for the life of the loan. See Section VII of this letter.

41. Change Orders – A Change Order must be submitted for all modifications to the approved scope of work, including existing contracts. This includes non-physical modifications such as any time extension requests. Prior written Agency concurrence is required for all Change Orders.

42. Payments – Prior Agency concurrence is required for all invoices and requests for payment before Agency funds will be released. Requests for payment related to a contract or service agreement will be signed by the owner, project engineer, and contractor or service provider

prior to Agency concurrence. Invoices not related to a construction contract or service agreement will include the owner's written concurrence.

43. Use of Remaining Funds – As stated above, applicant contribution and connection or tap fees will be the first funds expended in the project. Funds remaining after all costs incident to the basic project have been paid or provided will be handled as follows:

- a. Funds remaining after the applicant contribution and connection fees may be considered in direct proportion to the amounts of funding obtained from each source. The use of Agency funding will be limited to eligible loan and grant purposes, provided the use will not result in major changes to the original scope of work and the purpose of the loan and grant remains the same.
- b. Any reductions in Agency funding will be first applied to the grant funds.
- c. Grant funds not expended for authorized purposes will be cancelled (de-obligated) within 120 days of final completion of project. Prior to actual cancellation, you, your attorney and engineer will be notified of the Agency's intent to cancel the remaining funds and given appropriate appeal rights.
- d. Under no circumstances is it appropriate to use remaining funds as contributions to a new project outside the scope of the funded project.
- e. Loan funds that are not needed will be cancelled (de-obligated) prior to loan closing.

44. Technical, Managerial and Financial Capacity - It is required that members of the Board of Directors, City Council members, trustees, commissioners and other governing members possess the necessary technical, managerial, and financial capacity skills to consistently comply with pertinent Federal and State laws and requirements. It is recommended members receive training within one year of appointment or election to the governing board, and a refresher training for all governing members on a routine basis. The content and amount of training should be tailored to the needs of the individual and the utility system. Technical assistance providers are available to provide this training for your organization, often at no cost. Contact the Agency for additional information.

45. Reporting Requirements Related to Expenditure of Funds - An annual audit under 2 CFR 200 Subpart F is required if you expend more than the current Single Audit threshold, currently \$1,000,000, in Federal financial assistance per fiscal year. The total Federal funds expended from all sources shall be used to determine Federal financial assistance expended. You are responsible to submit the required data collection form and related information required when a Single Audit is performed and should work with the auditor to submit to the Federal Audit Clearinghouse (FAC) www.fac.gov. Expenditures of interim financing are considered Federal expenditures.

All audits are to be performed in accordance with 2 CFR Part 200, as adopted by USDA through 2 CFR Part 400. Annual organization-wide financial statements must be prepared on the accrual basis of accounting, in accordance with generally accepted accounting principles (GAAP). Further guidance on preparing an acceptable audit can be obtained from the Agency. The audit

must be prepared by an independent licensed Certified Public Accountant, or a State or Federal auditor if allowed by State law and must be submitted within 30 calendar days after receipt of the auditor's report or 9 months after the end of your fiscal year end, whichever is earlier. Both the audit and accompanying management report must be submitted for review.

If an audit is required, you must enter into a written agreement with the auditor and submit a copy of that agreement to the Agency prior to the advertisement of construction bids. The audit agreement may include terms and conditions that the borrower and auditor deem appropriate; however, the agreement should include the type of audit to be completed, the time frame in which the audit will be completed, and how irregularities will be reported.

SECTION VII – SERVICING REQUIREMENTS DURING THE TERM OF THE LOAN

46. Prepayment and Extra Payments - Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of borrower, with no penalty.

Security instruments, including bonding documents, must contain the following language regarding extra payments, unless prohibited by State statute:

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of borrower. Refunds, extra payments and loan proceeds obtained from outside sources for the purpose of paying down the Agency debt, shall, after payment of interest, be applied to the installments last to become due under this note and shall not affect the obligation of borrower to pay the remaining installments as scheduled in your security instruments.

47. Annual Financial Reporting/Audit Requirements – You are required to submit an annual financial report at the end of each fiscal year. The annual report will be certified by the appropriate organization official, and will consist of financial information, a current rate schedule, and listing of board members with their terms. Financial statements must be prepared on an accrual basis of accounting in accordance with Generally Accepted Accounting Principles (GAAP). The annual report will include separate reporting for each water and waste disposal facility, and itemized cash accounts by type (debt service, short-lived assets, etc.) under each facility. The accounting system will be reviewed by the Agency to determine that an acceptable system is in place. All records, books and supporting material are to be retained for three years after the issuance of the annual report. Technical assistance is available, at no cost, with preparing financial reports.

Your financial statements must report each water and sewer facility separately. If your financial statements are combined, you will agree to implement separate reporting of these accounts by adopting a resolution and providing a timeframe in accordance with applicable municipal practices to have this accomplished. Your quarterly reports will reflect separate water and sewer accounts until such time that the audit or financial statements are in place showing separate water and sewer accounts. A copy of the resolution must be provided prior to loan closing or start of construction, whichever occurs first.

The type of financial information that must be submitted is specified below:

a. Audits – An audit under the Single Audit Act is required if you expend \$1,000,000 or more in Federal financial assistance per fiscal year. The total Federal funds expended from all sources shall be used to determine Federal financial assistance expended. Expenditures of interim financing are considered Federal expenditures.

See Section VI for additional information regarding audits.

b. Financial Statements – If you expend less than \$1,000,000 in Federal financial assistance per fiscal year, you may submit financial statements in lieu of an audit which include, at a minimum, a balance sheet and an income and expense statement. You may use Form RD 442-2, “Statement of Budget, Income and Equity,” and 442-3, “Balance Sheet,” or similar format to provide the financial information. The financial statements must be signed by the appropriate borrower official and submitted within 60 days of your fiscal year end.

c. Quarterly Reports – Quarterly Income and Expense Statements will be required until the processing office waives this requirement. You may use Form RD 442-2, “Statement of Budget, Income and Equity,” or similar format to provide this information. The reports are to be signed by the appropriate borrower official and submitted within 30 days of each quarter’s end. The Agency will notify you in writing when quarterly reports are no longer required.

48. Annual Budget and Projected Cash Flow - Thirty days prior to the beginning of each fiscal year, you will be required to submit an annual budget and projected cash flow to this office. The budget must be signed by the appropriate borrower official. Form RD 442-2, “Statement of Budget, Income and Equity,” or similar format may be used.

Technical assistance is available at no cost to help you evaluate and complete a rate analysis on your system, as well as completing the annual budget.

49. Graduation - By accepting this loan, you are also agreeing to refinance (graduate) the unpaid loan balance in whole, or in part, upon request of the Government. If at any time the Agency determines you can obtain a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms, you will be requested to refinance. Your ability to refinance will be assessed every other year for loans that are five years old or older.

50. Non-Agency Debt – The loan resolution requires any additional debt or liabilities from another lender related to the facility to be approved by the Agency prior to incurring the new debt or liability. The Agency staff will reassess the Agency’s financial standing and security position. The additional debt or liability must be in the Government’s best interest to be approved. You must submit to the Agency the required documentation for review in a sufficient amount of time, typically 30-90 days depending on the complexity of the transaction, for Agency approval.

51. Security/Operational Inspections – The Agency will inspect the facility and conduct a review of your operations and records management system and conflict of interest policy every three years for the life of the loan. You must participate in these inspections and provide the required information.

52. System for Award Management. You will be required to maintain a Unique Entity ID (UEI) and maintain an active registration in the System for Award Management (SAM) database. Further information can be found at paragraph 36 of this letter.

53. Risk and Resiliency Assessment/Emergency Response Plan (RRA/ERP) – The RRA/ERP is further outlined under Section III of this letter. You will be required to submit a certification to the servicing office every three years that the RRA/ERP is current and covers all sites related to the facility. The RRA/ERP documents themselves are not submitted to the Agency. The RRA/ERP must address potential impacts from natural disasters, cybersecurity, supply chain and other emergency events. It should include plans to address impacts of flash flooding in areas where severe drought or wildfires occur. Technical assistance is available in preparing these documents at no cost to you.

54. Insurance. – Insurance requirements are further outlined in Section IV of this letter. You will be required to maintain insurance on the facility and employees as previously described in this letter for the life of the loan.

55. Statutory and National Policy Requirements – As a recipient of Federal funding, you are required to comply with U.S. statutory and public policy requirements, including but not limited to:

- a. Section 504 of the Rehabilitation Act of 1973 – Under Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), no handicapped individual in the United States shall, solely by reason of their handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Agency financial assistance.
- b. Civil Rights Act of 1964 – All borrowers are subject to, and facilities must be operated in accordance with, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and 7 CFR 1901, Subpart E, particularly as it relates to conducting and reporting of compliance reviews. Instruments of conveyance for loans and/or grants subject to the Act must contain the covenant required by Paragraph 1901.202(e) of this Title.
- c. The Americans with Disabilities Act (ADA) of 1990 – This Act (42 U.S.C. 12101 et seq.) prohibits discrimination on the basis of disability in employment, State and local government services, public transportation, public accommodations, facilities, and telecommunications.
- d. Age Discrimination Act of 1975 – This Act (42 U.S.C. 6101 et seq.) provides that no person in the United States shall on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

e. Controlled Substances Act - Even though state law may allow some activities, as a recipient of Federal funding, you are subject to the Controlled Substances Act. Specific questions about the Controlled Substances Act should be directed to the Servicing Official who will contact the Office of General Counsel, as appropriate.

56. Compliance Reviews and Data Collection – Agency financial programs must be extended without regard to race, color, religion, sex, national origin, marital status, age, or physical or mental handicap. You must display posters (provided by the Agency) informing users of these requirements, and the Agency will monitor your compliance with these requirements during regular compliance reviews.

As a recipient of Rural Development funding, you are required to post and use the Non-Discrimination Statement as directed by the Agency in your office and on all materials produced for public information, public education, and public distribution both print and non-print.

Currently at a minimum use the following Non-Discrimination Statement:

“This institution is an equal opportunity provider and employer.”

The Agency will conduct regular compliance reviews of the borrower and its operation in accordance with 7 CFR Part 1901, Subpart E, and 36 CFR 1191, Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines. Compliance reviews will typically be conducted in conjunction with the security inspections described in this letter.

If beneficiaries (users) are required to complete an application or screening for the use of the facility or service that you provide, you must request and collect data by race (American Indian or Alaska Native, Asian, Black or African American, White); ethnicity (Hispanic or Latino, Not Hispanic or Latino); and by sex. The Agency will utilize this data as part of the required compliance review.

SECTION VIII – REMEDIES FOR NON-COMPLIANCE

Non-compliance with the conditions in this letter or requirements of your security documents will be addressed under the provisions of Agency regulations, statutes, and other applicable policies.

We look forward to working with you to complete this project. If you have any questions, please contact Dianne H. Drown at (802) 424-3159 or by e-mail at dianne.drown@usda.gov

Sincerely,

Dianne H. Drown

Dianne H. Drown

Community Programs Specialist

Attachments

cc: Accountant
 Attorney
 Bond Counsel
 Engineer

FORMS and BULLETINS:

Internal Revenue Service Form 1023, Appendix A, "Sample Conflict of Interest Policy" - Item 17
 Form RD 440-22, "Promissory Note" – Item 6
 Form RD 442-2, "Statement of Budget, Income and Equity" – Items 47 and 48
 Form RD 442-3, "Balance Sheet" – Item 47
 Form RD 442-7, "Operating Budget" – Item 22
 Form RD 442-20, "Right-of-Way Easement" – Item 16
 Form RD 442-21, "Right-of-Way Certificate" – Item 16
 Form RD 442-22, "Opinion of Counsel Relative to Rights-of-Way" – Item 16
 Form RD 1927-9, "Preliminary Title Opinion" – Item 16
 Form RD 1927-10, "Final Title Opinion" – Item 30
 Form RD 1940-1, "Request for Obligation of Funds" – Pages 1 and 2
 Form RD 1942-8, "Resolution of Members or Stockholders" – Item 6
 Form RD 1942-46, "Letter of Intent to Meet Conditions" – Page 2
 Form RD 3550-28, "Authorization Agreement for Preauthorized Payments" – Item 35
 Form UCC-1, "Financing Statement" – Item 6
 Form UCC-1Ad, "UCC Financing Statement Addendum" – Item 6
 SF 3881, "ACH Vendor/Miscellaneous Payment Enrollment Form" – Item 26
 RUS Bulletin 1780-7, "Legal Services Agreement" – Item 15
 RUS Bulletin 1780-9, "Water Users Agreement" - Items 17 and 19
 RUS Bulletin 1780-12, "Water and Waste System Grant Agreement" – Item 6
 RUS Bulletin 1780-26, "Guidance for the Use of EJCDC Documents on Water and Waste Projects with RUS Financial Assistance" – Items 12 and 13
 RUS Bulletin 1780-27, "Loan Resolution (Public Bodies)" – Item 6
 RUS Bulletin 1780-28, "Loan Resolution Security Agreement" – Item 6

Appendix A

Build America, Buy America Evidence Standards

Manufacturers

For each item to which BABA applies (every item permanently installed on the project, except for aggregate and aggregate binding materials), a manufacturer's certification letter or other document demonstrating compliance is required. It must, at a minimum, identify the item being certified (short written description as well as part number, if applicable) and affirm that the item complies with BABA. This document must be signed by an authorized company representative.

Architects and Engineers

Compliance with BABA will be spelled out in agreements for services, construction contracts, and procurement contracts. Generally, the A/E contract should include, as a basic service, obtaining and maintaining all BABA documentation (particularly manufacturers' certifications) during construction, which shall be transferred to the Owner upon completion of the project. The architect or engineer will need to certify to this action at the project's end.

Resident Project Representative / Resident Inspector

As part of their duties, Resident Project Representative/Resident Inspector should be instructed to verify items delivered to the site and installed are accompanied by documentation of compliance with BABA. They should photograph items as appropriate. RPR/RI daily logs and photographs will become part of the construction record and can be used as supporting information during audits, providing evidence for items that are buried or otherwise inaccessible.

Contractors

Construction contract(s) must include a requirement to procure and install only items that comply with BABA or are subject to an approved waiver. Contractors must provide manufacturers' certifications for all BABA compliant items to the responsible party before a request for reimbursement to the Agency is made. At completion, the contractor will be required to certify that all items used on the contract complied with BABA and that all manufacturers' certifications were provided.

Water and Waste System Grant Agreement

United States Department of Agriculture

Rural Utilities Service

THIS AGREEMENT dated _____, between

a public corporation organized and operating under

(Authorizing Statute)

herein called "Grantee," and the United States of America acting through the Rural Utilities Service, Department of Agriculture, herein called "Grantor," WITNESSETH:

WHEREAS

Grantee has determined to undertake a project of acquisition, construction, enlargement, or capital improvement of a (water) (waste) system to serve the area under its jurisdiction at an estimated cost of \$ _____ and has duly authorized the undertaking of such project.

Grantee is able to finance not more than \$ _____ of the development costs through revenues, charges, taxes or assessments, or funds otherwise available to Grantee resulting in a reasonable user charge.

Said sum of \$ _____ has been committed to and by Grantee for such project development costs.

Grantor has agreed to grant the Grantee a sum not to exceed \$ _____ or _____ percent of said project development costs, whichever is the lesser, subject to the terms and conditions established by the Grantor. Provided, however, that the proportionate share of any grant funds actually advanced and not needed for grant purposes shall be returned immediately to the Grantor. The Grantor may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the Conditions of the grant.

As a condition of this grant agreement, the Grantee assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive orders and other generally applicable requirements, including those set out in 7 CFR 3015.205(b), which hereby are incorporated into this agreement by reference, and such other statutory provisions as are specifically set forth herein.

NOW, THEREFORE, In consideration of said grant by Grantor to Grantee, to be made pursuant to Section 306(a) of The Consolidated Farm and Rural Development Act for the purpose only of defraying a part not to exceed _____ percent of the project development costs, as defined by applicable Rural Utilities Service instructions.

Grantee Agrees That Grantee Will:

A. Cause said project to be constructed within the total sums available to it, including said grant, in accordance with the project plans and specifications and any modifications thereof prepared by Grantee and approved by Grantor.

B. Permit periodic inspection of the construction by a representative of Grantor during construction.

C. Manage, operate and maintain the system, including this project if less than the whole of said system, continuously in an efficient and economical manner.

D. Make the services of said system available within its capacity to all persons in Grantee's service area without discrimination as to race, color, religion, sex, national origin, age, marital status, or physical or mental handicap (possess capacity to enter into legal contract for services) at reasonable charges, including assessments, taxes, or fees in accordance with a schedule of such charges, whether for one or more classes of service, adopted by resolution dated _____, as may be modified from time to time by Grantee. The initial rate schedule must be approved by Grantor. Thereafter, Grantee may make such modifications to the rate system as long as the rate schedule remains reasonable and nondiscriminatory.

E. Adjust its operating costs and service charges from time to time to provide for adequate operation and maintenance, emergency repair reserves, obsolescence reserves, debt service and debt service reserves.

F. Expand its system from time to time to meet reasonably anticipated growth or service requirements in the area within its jurisdiction.

G. Provide Grantor with such periodic reports as it may require and permit periodic inspection of its operations by a representative of the Grantor.

H. To execute any agreements required by Grantor which Grantee is legally authorized to execute. If any such agreement has been executed by Grantee as a result of a loan being made to Grantee by Grantor contemporaneously with the making of this grant, another agreement of the same type need not be executed in connection with this grant.

I. Upon any default under its representations or agreements set forth in this instrument, Grantee, at the option and demand of Grantor, will repay to Grantor forthwith the original principal amount of the grant stated herein above with the interest at the rate of 5 percentum per annum from the date of the default. Default by the Grantee will constitute termination of the grant thereby causing cancellation of Federal assistance under the grant. The provisions of this Grant Agreement may be enforced by Grantor, at its option and without regard to prior waivers by it previous defaults of Grantee, by judicial proceedings to require specific performance of the terms of this Grant Agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by Grantor to assure compliance with the provisions of this Grant Agreement and the laws and regulations under which this grant is made.

J. Return immediately to Grantor, as required by the regulations of Grantor, any grant funds actually advanced and not needed by Grantee for approved purposes.

K. Use the real property including land, land improvements, structures, and appurtenances thereto, for authorized purposes of the grant as long as needed.

1. Title to real property shall vest in the recipient subject to the condition that the Grantee shall use the real property for the authorized purpose of the original grant as long as needed.

2. The Grantee shall obtain approval by the Grantor agency for the use of the real property in other projects when the Grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs or programs that have purposes consistent with those authorized for support by the Grantor.

3. When the real property is no longer needed as provided in 1 and 2 above, the Grantee shall request disposition instructions from the Grantor agency or its successor Federal agency. The Grantor agency shall observe the following rules in the disposition instructions:

(a) The Grantee may be permitted to retain title after it compensates the Federal Government in an amount computed by applying the Federal percentage of participation in the cost of the original project to the fair market value of the property.

(b) The Grantee may be directed to sell the property under guidelines provided by the Grantor agency. When the Grantee is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practicable and result in the highest possible return.

[Revision 1, 04/17/1998]

(c) The Grantee may be directed to transfer title to the property to the Federal Government provided that in such cases the Grantee shall be entitled to compensation computed by applying the Grantee's percentage of participation in the cost of the program or project to the current fair market value of the property.

This Grant Agreement covers the following described real property (use continuation sheets as necessary).

L. Abide by the following conditions pertaining to equipment which is furnished by the Grantor or acquired wholly or in part with grant funds. Equipment means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A grantee may use its own definition of equipment provided that such definition would at least include all equipment defined above.

[Revision 1, 04/17/1998]

1. Use of equipment.

(a) The Grantee shall use the equipment in the project for which it was acquired as long as needed. When no longer needed for the original project, the Grantee shall use the equipment in connection with its other Federally sponsored activities, if any, in the following order of priority:

1) Activities sponsored by the Grantor.

(2) Activities sponsored by other Federal agencies.

(b) During the time that equipment is held for use on the property for which it was acquired, the Grantee shall make it available for use on other projects if such other use will not interfere with the work on the project for which the equipment was originally acquired. First preference for such other use shall be given to Grantor sponsored projects. Second preference will be given to other Federally sponsored projects.

2. Disposition of equipment. When the Grantee no longer needs the equipment as provided in paragraph (a) above, the equipment may be used for other activities in accordance with the following standards:

(a) Equipment with a current per unit fair market value of less than \$5,000. The Grantee may use the equipment for other activities without reimbursement to the Federal Government or sell the equipment and retain the proceeds.

(b) Equipment with a current per unit fair market value of \$5,000 or more. The Grantee may retain the equipment for other uses provided that compensation is made to the original Grantor agency or its successor. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original project or program to the current fair market value or proceeds from sale of the equipment. If the Grantee has no need for the equipment and the equipment has further use value, the Grantee shall request disposition instructions from the original Grantor agency.

The Grantor agency shall determine whether the equipment can be used to meet the agency's requirements. If no requirement exists within that agency, the availability of the equipment shall be reported, in accordance with the guidelines of the Federal Property Management Regulations (FPMR), to the General Services Administration by the Grantor agency to determine whether a requirement for the equipment exists in other Federal agencies. The Grantor agency shall issue instructions to the Grantee no later than 120 days after the Grantee requests and the following procedures shall govern:

(1) If so instructed or if disposition instructions are not issued within 120 calendar days after the Grantee's request, the Grantee shall sell the equipment and reimburse the Grantor agency an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project or program. However, the Grantee shall be permitted to deduct and retain from the Federal share ten percent of the proceeds for Grantee's selling and handling expenses.

(2) If the Grantee is instructed to ship the equipment elsewhere the Grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the Grantee participation in the cost of the original grant project or program to the current fair market value of the equipment, plus any reasonable shipping or interim storage costs incurred.

(3) If the Grantee is instructed to otherwise dispose of the equipment, the Grantee shall be reimbursed by the Grantor agency for such costs incurred in its disposition.

3. The Grantee's property management standards for equipment shall also include:

(a) Records which accurately provide for: a description of the equipment; manufacturer's serial number or other identification number; acquisition date and cost; source of the equipment; percentage (at the end of budget year) of Federal participation in the cost of the project for which the equipment was acquired; location, use and condition of the equipment and the date the information was reported; and ultimate disposition data including sales price or the method used to determine current fair market value if the Grantee reimburses the Grantor for its share.

(b) A physical inventory of equipment shall be taken and the results reconciled with the equipment records at least once every two years to verify the existence, current utilization, and continued need for the equipment.

(c) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented.

(d) Adequate maintenance procedures shall be implemented to keep the equipment in good condition.

(e) Proper sales procedures shall be established for unneeded equipment which would provide for competition to the extent practicable and result in the highest possible return.

This Grant Agreement covers the following described equipment(use continuation sheets as necessary).

M. Provide Financial Management Systems which will include:

1. Accurate, current, and complete disclosure of the financial results of each grant. Financial reporting will be on an accrual basis.
2. Records which identify adequately the source and application of funds for grant-supported activities. Those records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
3. Effective control over and accountability for all funds, property and other assets. Grantees shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.
4. Accounting records supported by source documentation.

N. Retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of at least three years after grant closing except that the records shall be retained beyond the three-year period if audit findings have not been resolved. Microfilm or photo copies or similar methods may be substituted in lieu of original records. The Grantor and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Grantee's government which are pertinent to the specific grant program for the purpose of making audits, examinations, excerpts and transcripts.

O. Provide information as requested by the Grantor to determine the need for and complete any necessary Environmental Impact Statements.

P. Provide an audit report prepared in accordance with Grantor regulations to allow the Grantor to determine that funds have been used in compliance with the proposal, any applicable laws and regulations and this Agreement.

Q. Agree to account for and to return to Grantor interest earned on grant funds pending their disbursement for program purposes when the Grantee is a unit of local government. States and agencies or instrumentality's of states shall not be held accountable for interest earned on grant funds pending their disbursement.

R. Not encumber, transfer or dispose of the property or any part thereof, furnished by the Grantor or acquired wholly or in part with Grantor funds without the written consent of the Grantor except as provided in item K above.

S. To include in all contracts for construction or repair a provision for compliance with the Copeland ``Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). The Grantee shall report all suspected or reported violations to the Grantor.

T. To include in all contracts in excess of \$100,000 a provision that the contractor agrees to comply with all the requirements of the Clean Air Act (42 U.S.C. §7414) and Section 308 of the Water Pollution Control Act (33 U.S.C. §1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 of the Clean Air Act and Section 308 of the Water Pollution Control Act and all regulations and guidelines issued thereunder after the award of the contract. In so doing the Contractor further agrees:

[Revision 1, 11/20/1997]

1. As a condition for the award of contract, to notify the Owner of the receipt of any communication from the Environmental Protection Agency (EPA) indicating that a facility to be utilized in the performance of the contract is under consideration to be listed on the EPA list of Violating Facilities. Prompt notification is required prior to contract award.

2. To certify that any facility to be utilized in the performance of any nonexempt contractor subcontract is not listed on the EPA list of Violating Facilities pursuant to 40 CFR Part 32 as of the date of contract award.

[Revision 1, 11/20/1997]

3. To include or cause to be included the above criteria and the requirements in every nonexempt subcontract and that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

As used in these paragraphs the term ``facility" means any building, plan, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Grantee, cooperator, contractor, or subcontractor, to be utilized in the performance of a grant, agreement, contract, subgrant, or subcontract. Where a location or site of operation contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

Grantor Agrees That It:

A. Will make available to Grantee for the purpose of this Agreement not to exceed \$_____ which it will advance to Grantee to meet not to exceed _____ percent of the project development costs of the project in accordance with the actual needs of Grantee as determined by Grantor.

B. Will assist Grantee, within available appropriations, with such technical assistance as Grantor deems appropriate in planning the project and coordinating the plan with local official comprehensive plans for sewer and water and with any State or area plans for the area in which the project is located.

C. At its sole discretion and at any time may give any consent, deferment, subordination, release, satisfaction, or termination of any or all of Grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as Grantor may determine to be (1) advisable to further the purpose of the grant or to protect Grantor's financial interest therein and (2) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it is made.

Termination of This Agreement

This Agreement may be terminated for cause in the event of default on the part of the Grantee as provided in paragraph I above or for convenience of the Grantor and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Grantor agree that the continuation of the project will not produce beneficial results commensurate with the further expenditure of funds.

In witness whereof Grantee on the date first above written has caused these presence to be executed by its duly authorized

attested and its corporate seal affixed by its duly authorized

Attest:

By _____

(Title) _____

By _____

(Title) _____

UNITED STATES OF AMERICA

RURAL UTILITIES SERVICE

By _____

(Title)

REQUEST FOR OBLIGATION OF FUNDS

| | | | |
|--|--|---|--|
| INSTRUCTIONS-TYPE IN CAPITALIZED ELITE TYPE IN SPACES MARKED () Complete Items 1 through 29 and applicable Items 30 through 34. See FMI. | | | |
| 1. CASE NUMBER ST CO BORROWER ID | | LOAN NUMBER | FISCAL YEAR |
| 2. BORROWER NAME | | 3. NUMBER NAME FIELDS (1, 2, or 3 from Item 2) | |
| 4. STATE NAME | | 5. COUNTY NAME | |
| GENERAL BORROWER/LOAN INFORMATION | | | |
| 6. RACE/ETHNIC CLASSIFICATION 1 - WHITE 2 - BLACK 3 - AI/AN 4 - HISPANIC 5 - A/PI | 7. TYPE OF APPLICANT 1 - INDIVIDUAL 2 - PARTNERSHIP 3 - CORPORATION 4 - PUBLIC BODY 5 - ASSOC. OF FARMERS 6 - ORG. OF FARMERS 7 - NONPROFIT-SECULAR 8 - NONPROFIT-FAITH BASED 9 - INDIAN TRIBE 10-PUBLIC COLLEGE/UNIVERSITY 11-OTHER | 8. COLLATERAL CODE 1- REAL ESTATE SECURED 2-REAL ESTATE AND CHATTEL 3 - NOTE ONLY OR CHATTEL ONLY 4 - MACHINERY ONLY 5 - LIVESTOCK ONLY 6 - CROPS ONLY 7 - SECURED BY BONDS 8 - RLF ACCT | 9. EMPLOYEE RELATIONSHIP CODE 1 - EMPLOYEE 2 - MEMBER OF FAMILY 3 - CLOSE RELATIVE 4 - ASSOC. |
| 10. SEX CODE 1 - MALE 2 - FEMALE 3 - FAMILY UNIT 4 - ORGAN. MALE OWNED 5 - ORGAN FEMALE OWNED 6 - PUBLIC BODY | 11. MARITAL STATUS 1 - MARRIED 2 - SEPARATED 3 - UNMARRIED (INCLUDES WIDOWED/DIVORCED) | 12. VETERAN CODE 1 - YES 2 - NO | 13. CREDIT REPORT 1 - YES 2 - NO |
| 14. DIRECT PAYMENT (See FMI) | 15. TYPE OF PAYMENT 1 - MONTHLY 2 - ANNUALLY 3 - SEMI-ANNUALLY 4 - QUARTERLY | 16. FEE INSPECTION 1 - YES 2 - NO | |
| 17. COMMUNITY SIZE 1 - 10,000 OR LESS (FOR SFH AND HPG ONLY) 2 - OVER 10,000 | | 18. USE OF FUNDS CODE (See FMI) | |
| COMPLETE FOR OBLIGATION OF FUNDS | | | |
| 19. TYPE OF ASSISTANCE (See FMI) | 20. PURPOSE CODE | 21. SOURCE OF FUNDS | 22. TYPE OF ACTION 1 - OBLIGATION ONLY 2 - OBLIGATION/CHECK REQUEST 3 - CORRECTION OF OBLIGATION |
| 23. TYPE OF SUBMISSION 1 - INITIAL 2 - SUBSEQUENT | 24. AMOUNT OF LOAN | 25. AMOUNT OF GRANT | |
| 26. AMOUNT OF IMMEDIATE ADVANCE | 27. DATE OF APPROVAL MO DAY YR | 28. INTEREST RATE % | 29. REPAYMENT TERMS |
| COMPLETE FOR COMMUNITY PROGRAM AND CERTAIN MULTIPLE-FAMILY HOUSING LOANS | | | |
| 30. PROFIT TYPE 1 - FULL PROFIT 2 - LIMITED PROFIT 3 - NONPROFIT | | | |
| COMPLETE FOR EM LOANS ONLY | | COMPLETE FOR CREDIT SALE-ASSUMPTION | |
| 31. DISASTER DESIGNATION NUMBER (See FMI) | | 32. TYPE OF SALE 1 - CREDIT SALE ONLY 2 - ASSUMPTION ONLY 3 - CREDIT SALE WITH SUBSEQUENT LOAN 4 - ASSUMPTION WITH SUBSEQUENT LOAN | |
| FINANCE OFFICE USE ONLY | | COMPLETE FOR FP LOANS ONLY | |
| 33. OBLIGATION DATE MO DA YR | | 34. BEGINNING FARMER/RANCHER (See FMI) | |
| | | | |

If the decision contained above in this form results in denial, reduction or cancellation of USDA assistance, you may appeal this decision and have a hearing or you may request a review in lieu of a hearing. Please use the form we have included for this purpose.

Position 2

ORIGINAL - Borrower's Case Folder

COPY 1 - Finance Office

COPY 2 - Applicant/Lender

COPY 3 - State Office

CERTIFICATION APPROVAL

For All Farmers Programs

EM, OL, FO, and SW Loans

This loan is approved subject to the availability of funds. If this loan does not close for any reason within 90 days from the date of approval on this document, the approval official will request updated eligibility information. The undersigned loan applicant agrees that the approval official will have 14 working days to review any updated information prior to submitting this document for obligation of funds. If there have been significant changes that may affect eligibility, a decision as to eligibility and feasibility will be made within 30 days from the time the applicant provides the necessary information.

If this is a loan approval for which a lien and/or title search is necessary, the undersigned applicant agrees that the 15-working-day loan closing requirement may be exceeded for the purposes of the applicant's legal representative completing title work and completing loan closing.

35. COMMENTS AND REQUIREMENTS OF CERTIFYING OFFICIAL

36. I HEREBY CERTIFY that I am unable to obtain sufficient credit elsewhere to finance my actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near my community for loans for similar purposes and periods of time. I agree to use the sum specified herein, subject to and in accordance with regulations applicable to the type of assistance indicated above, and request payment of such sum. I agree to report to USDA any material adverse changes, financial or otherwise, that occur prior to loan closing. I certify that no part of the sum specified herein has been received. I have reviewed the loan approval requirements and comments associated with this loan request and agree to comply with these provisions.

(For FP loans at eligible terms only) If this loan is approved, I elect the interest rate to be charged on my loan to be the lower of the interest rate in effect at the time of loan approval or loan closing. If I check "NO", the interest rate charged on my loan will be the rate specified in Item 28 of this form. _____ YES _____ NO

WARNING: **Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both."**

Date _____, 20 _____
(Signature of Applicant)

Date _____, 20 _____
(Signature of Co-Applicant)

37. I HEREBY CERTIFY that all of the committee and administrative determinations and certifications required by regulations prerequisite to providing assistance of the type indicated above have been made and that evidence thereof is in the docket, and that all requirements of pertinent regulations have been complied with. I hereby approve the above-described assistance in the amount set forth above, and by this document, subject to the availability of funds, the Government agrees to advance such amount to the applicant for the purpose of and subject to the availability prescribed by regulations applicable to this type of assistance.

(Signature of Approving Official)

Typed or Printed Name: _____

Date Approved: _____ Title: _____

38. TO THE APPLICANT: As of this date _____, this is notice that your application for financial assistance from the USDA has been approved, as indicated above, subject to the availability of funds and other conditions required by the USDA. If you have any questions contact the appropriate USDA Servicing Office.

LETTER OF INTENT TO MEET CONDITIONS

Date _____

TO: United States Department of Agriculture

(Name of USDA Agency)

(USDA Agency Office Address)

We have reviewed and understand the conditions set forth in your letter dated _____. It is our intent to meet all of them not later than _____.

(Name of Association)

BY _____

(Title)

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015 and 0570-0062. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

| Application for Federal Assistance SF-424 | | |
|---|--|--|
| * 1. Type of Submission: <input type="checkbox"/> Preapplication <input type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application | * 2. Type of Application: <input type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision | * If Revision, select appropriate letter(s): <div style="border: 1px solid black; height: 20px; width: 100%;"></div> * Other (Specify) <div style="border: 1px solid black; height: 20px; width: 100%;"></div> |
| * 3. Date Received: <div style="border: 1px solid black; padding: 2px;">Completed by Grants.gov upon submission.</div> | 4. Applicant Identifier: <div style="border: 1px solid black; height: 20px; width: 100%;"></div> | |
| 5a. Federal Entity Identifier: <div style="border: 1px solid black; height: 20px; width: 100%;"></div> | * 5b. Federal Award Identifier: <div style="border: 1px solid black; height: 20px; width: 100%;"></div> | |
| State Use Only: | | |
| 6. Date Received by State: <div style="border: 1px solid black; width: 100px; height: 20px;"></div> | 7. State Application Identifier: <div style="border: 1px solid black; width: 200px; height: 20px;"></div> | |
| 8. APPLICANT INFORMATION: | | |
| * a. Legal Name: <div style="border: 1px solid black; height: 20px; width: 100%;"></div> | | |
| * b. Employer/Taxpayer Identification Number (EIN/TIN): <div style="border: 1px solid black; height: 20px; width: 100%;"></div> | * c. UEI: <div style="border: 1px solid black; height: 20px; width: 100%;"></div> | |
| d. Address: | | |
| <div style="display: flex;"> <div style="width: 15%; font-size: small;"> * Street 1: Street 2: * City: County/Parish: * State: Province: * Country: * Zip / Postal Code: </div> <div style="width: 85%;"> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <div style="border: 1px solid black; height: 20px; width: 80%;"></div> <div style="border: 1px solid black; height: 20px; width: 60%;"></div> <div style="border: 1px solid black; height: 20px; width: 90%;"></div> <div style="border: 1px solid black; height: 20px; width: 50%;"></div> <div style="border: 1px solid black; height: 20px; width: 80%;"></div> <div style="border: 1px solid black; height: 20px; width: 60%;"></div> </div> </div> | | |
| e. Organizational Unit: | | |
| Department Name: <div style="border: 1px solid black; height: 20px; width: 100%;"></div> | | Division Name: <div style="border: 1px solid black; height: 20px; width: 100%;"></div> |
| f. Name and contact information of person to be contacted on matters involving this application: | | |
| <div style="display: flex;"> <div style="width: 35%;"> Prefix: <div style="border: 1px solid black; width: 100px; height: 20px;"></div> Middle Name: <div style="border: 1px solid black; width: 150px; height: 20px;"></div> * Last Name: <div style="border: 1px solid black; width: 200px; height: 20px;"></div> Suffix: <div style="border: 1px solid black; width: 100px; height: 20px;"></div> </div> <div style="width: 65%;"> * First Name: <div style="border: 1px solid black; width: 150px; height: 20px;"></div> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> </div> </div> | | |
| Title: <div style="border: 1px solid black; width: 200px; height: 20px;"></div> | | |
| Organizational Affiliation: <div style="border: 1px solid black; height: 20px; width: 100%;"></div> | | |
| * Telephone Number: <div style="border: 1px solid black; width: 150px; height: 20px;"></div> | | Fax Number: <div style="border: 1px solid black; width: 150px; height: 20px;"></div> |
| * Email: <div style="border: 1px solid black; width: 100%; height: 20px;"></div> | | |

Application for Federal Assistance SF-424

9. Type of Applicant I - Select Applicant Type:

Type of Applicant 2- Select Applicant Type:

Type of Applicant 3- Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

* 12. Funding Opportunity Number:

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachments

Delete Attachments

View Attachments

* 15. Descriptive Title of Applicant's Project:

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

| | | | |
|---|--|---|---|
| Application for Federal Assistance SF-424 | | | |
| 16. Congressional Districts Of: | | | |
| * a. Applicant <input style="width: 100px;" type="text"/> | | * b. Program/Project <input style="width: 100px;" type="text"/> | |
| Attach an additional list of Program/Project Congressional Districts if needed. | | | |
| <input style="width: 150px;" type="text"/> | <input type="button" value="Add Attachments"/> | <input type="button" value="Delete Attachments"/> | <input type="button" value="View Attachments"/> |
| 17. Proposed Project: | | | |
| * a. Start Date: <input style="width: 100px;" type="text"/> | | * b. End Date: <input style="width: 100px;" type="text"/> | |
| 18. Estimated Funding (\$): | | | |
| * a. Federal | <input style="width: 200px;" type="text"/> | | |
| * b. Applicant | <input style="width: 200px;" type="text"/> | | |
| * c. State | <input style="width: 200px;" type="text"/> | | |
| * d. Local | <input style="width: 200px;" type="text"/> | | |
| * e. Other | <input style="width: 200px;" type="text"/> | | |
| * f. Program Income | <input style="width: 200px;" type="text"/> | | |
| * g. TOTAL | <input style="width: 200px;" type="text"/> | | |
| * 19. Is Application Subject to Review By State Under Executive Order 12372 Process? | | | |
| <input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on <input style="width: 100px;" type="text"/> . | | | |
| <input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review. | | | |
| <input type="checkbox"/> c. Program is not covered by E.O. 12372. | | | |
| * 20. Is the Applicant Delinquent On Any Federal Debt? (if "Yes", provide explanation.) | | | |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | | | |
| If "Yes", provide explanation and attach. | | | |
| <input style="width: 150px;" type="text"/> | <input type="button" value="Add Attachments"/> | <input type="button" value="Delete Attachments"/> | <input type="button" value="View Attachments"/> |
| 21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001) | | | |
| <input type="checkbox"/> ** I AGREE | | | |
| ** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions. | | | |
| Authorized Representative: | | | |
| Prefix: <input style="width: 100px;" type="text"/> | * First Name: <input style="width: 250px;" type="text"/> | | |
| Middle Name: <input style="width: 200px;" type="text"/> | | | |
| * Last Name: <input style="width: 350px;" type="text"/> | | | |
| Suffix: <input style="width: 100px;" type="text"/> | | | |
| * Title: <input style="width: 350px;" type="text"/> | | | |
| *Telephone Number: <input style="width: 150px;" type="text"/> | Fax Number: <input style="width: 150px;" type="text"/> | | |
| * Email: <input style="width: 350px;" type="text"/> | | | |
| * Signature of Authorized Representative: <input style="width: 150px;" type="text"/> | | * Date Signed: <input style="width: 150px;" type="text"/> | |
| <div>Completed by Grants.gov upon submission.</div> | | <div>Completed by Grants.gov upon submission.</div> | |

Pointers for Completing SF 3881 Form

To answer some of questions that vendors and agencies have raised when completing the vendor enrollment form and prevent some of the mistakes that have occurred, the FMS is presenting these additional pointers.

1. The Federal agency initiates the SF 3881 form to enroll its vendors to receive payment by electronic funds transfer.
2. A vendor must complete a separate enrollment form (SF 3881) for each agency with which it does business.
3. In the Agency Information Section, the term “AGENCY IDENTIFIER” means the acronym by which the agency is known. For example, the “AGENCY IDENTIFIER” for the Financial Management Service is FMS.
4. In the Payee/Company Information Section, it should be noted that the “TAXPAYER ID NO.” may be used by the Government to collect and report on any delinquent amounts arising out of the offerer’s relationship with the Government (31 U.S.C. 7701 (c) (3)).
5. The financial institution and the vendor should each keep a copy of the completed form.
6. The vendor should return the completed SF 3881 to the agency that initiated the form.

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

OMB No. 1530-0069

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion. See reverse for additional instructions

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

AGENCY INFORMATION

FEDERAL PROGRAM AGENCY

AGENCY IDENTIFIER:

AGENCY LOCATION CODE (ALC):

ACH FORMAT:

☐ CCD+☐ CTX

ADDRESS:

CONTACT PERSON NAME:

TELEPHONE NUMBER:

()

ADDITIONAL INFORMATION:

PAYEE/COMPANY INFORMATION

NAME:

SSN NO. OR TAXPAYER ID NO.

ADDRESS:

CONTACT PERSON NAME:

TELEPHONE NUMBER:

()

FINANCIAL INSTITUTION INFORMATION

NAME:

ADDRESS:

ACH COORDINATOR NAME:

TELEPHONE NUMBER:

()

NINE-DIGIT ROUTING TRANSIT NUMBER: _____

DEPOSITOR ACCOUNT TITLE:

DEPOSITOR ACCOUNT NUMBER:

LOCKBOX NUMBER:

TYPE OF ACCOUNT:

☐ CHECKING☐ SAVINGS☐ LOCKBOXSIGNATURE AND TITLE OF AUTHORIZED OFFICIAL:
(Could be the same as ACH Coordinator)

TELEPHONE NUMBER:

()

Instructions for Completing SF 3881 Form

1. Agency information Section - Federal agency prints or types the name and address of the Federal program agency originating the vendor/miscellaneous payment, agency identifier, agency location code, contact person name and telephone number of the agency. Also, the appropriate box for ACH format is checked.
2. Payee/Company Information Section - Payee prints or types the name of the payee/company and address that will receive ACH vendor/miscellaneous payments, social security or taxpayer ID number, and contact person name and telephone number of the payee/company. Payee also verifies depositor account number, account title, and type of account entered by your financial institution in the Financial Institution Information Section.
3. Financial Institution Information Section - Financial institution prints or types the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Also, the box for type of account is checked, and the signature, title, and telephone number of the appropriate financial institution official are included.

Burden Estimate Statement

The estimated average burden associated with this collection of information is 15 minutes per respondent or recordkeeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Financial Management Service, Facilities Management Division, Property and Supply Branch, Room B-101, 3700 East-West Highway, Hyattsville, MD 20782 and the Office of Management and Budget, Paperwork Reduction Project (1510-0056), Washington, DC 20503.

TOWN OF WAITSFIELD, VERMONT

Selectboard Meeting Minutes

Monday, August 25, 2025

Draft

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

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

Others Present: Bob Cook, AnnMarie Harmon, Phil Huffman, MRVTV, Alice Peal, Mac Rood, Joshua Schwartz

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).

The preliminary design for Farley Park and a potential public hearing for a disaster recovery grant were added to the agenda.

2. Public Forum.

Nobody requested time to address the Board.

III. Business Items

1. Irasville Village Master Plan Presentation.

AnnMarie Harmon explained that the Board had been provided with three potential development scenarios drafted by SE Group in the Master Planning work. These have been presented to Shannon Morrison, DEC's District Wetlands Ecologist for this area, in the anticipation of receiving guidance regarding how this planning process and document might facilitate the Wetlands permitting process for future development. Ms. Morrison's response to this inquiry did not sufficiently address the questions raised, and so follow-up correspondence has been drafted and sent to DEC. The Master Plan Steering Committee is looking for some level of predictability for future applicants proposing development in the Irasville area.

Mac Rood indicated that the written report provided to the Board members offers a good summary of where the planning process is at, and the letter to Ms. Morrison also explains the wetland considerations and preservation planned for all high functioning wetlands as well as a large percentage of the lower functioning wetlands. He explained that DEC in the past has halted Irasville development requiring a Wetlands permit, indicating that a Master Plan was needed, but that Ms. Morrison is now indicating that any upcoming project needs to be looked at independently.

Mr. Rood noted that the goal of the planning work is not only to create housing and an activity hub in the Irasville area, but also to preserve wetlands. He explained that mitigation can include both the enhancement of wetlands and flood prevention measures. It was also explained that contact with the Army Corps of Engineers, which has some wetland jurisdiction and requires compensation for impacts to certain wetlands, indicates that any compensation

for development in Irasville would be in the form of payment, as the person contacted has explained that none of the Irasville wetlands create enough of a benefit to make enhancement a suitable option.

It was confirmed that any formal conservation of wetlands would need to be arranged with property owners, and agreed that there may be other development proposals which will require some of the anticipated wastewater capacity.

2. Conservation & Recreation Visioning Presentation.

Phil Huffman provided a presentation on the work of the Conservation and Recreation Visioning (CRV) group that took place under a VOREC grant, working to proactively address the need for balance between ecological integrity and outdoor recreation in the Mad River Valley. He outlined that 15 different organizations were involved in this work, which provided three deliverables: an online mapping tool depicting ecological features to be considered when planning trails; a shared vision, values, and guiding principles statement; and a recreational trail development process guide. Mr. Huffman then explained that this work is moving into another phase, CRV 2.0, which will be under the management of the MRVPD, and will be addressing the priorities that were agreed upon during the first phase of this work. The group will now be holding quarterly meetings, and the first one is scheduled for September 23, 2025.

2A. Farley Park Design

Mr. Shupe provided some background information on the Virginia Farley Memorial Park, noting that a draft site plan had been provided to Board members. He explained some of the restrictions on the site, and that it is anticipated as a lower-use area, with plans for parking for six to eight cars, nestled into a berm area outside of the flood zone. There are also plans for footpaths, a pollinator garden, and installation of a stone bench in honor of Ms. Farley's environmental legacy in the Valley and beyond.

Mr. Shupe reported that he had conferred with JB Weir, who has expressed no concerns regarding the parking area of the bench being permitted. Work with VTrans regarding an access permit is underway. The group organizing these plans intends to have the bench in place in time for a soft opening in October of this year, most of the other landscaping work will take place next year.

Mr. Huffman noted the Conservation Commission's familiarity with and support for this project.

MOTION: *Ms. Ursprung moved to approve the site plan for the Farley Memorial Park, and to approved submission of the necessary permitting applications, waiving any fees associated with the Town permits. The motion was seconded by Mr. Messer, and passed unanimously.*

3. Waitsfield Historical Society Rent Agreement.

Mr. Shupe provided some background information regarding the Society's request that rent be waived for the larger of the two office spaces they occupy. Ms. Ursprung explained that the upstairs space previously provided free of charge is 323 square feet, and that the smaller of the two spaces currently occupied is 150 square feet, with the larger one being 250 square feet. The rent charged for the 250 square foot space is \$310/month.

There were concerns expressed regarding equity and avoiding creating any adversarial atmosphere among the building's tenants. It was also noted that the Town has approved significant increases in building improvements in recent months.

Mr. Messer indicated that if rent relief is not approved, the Society will devolve into an ineffectual group with many fewer members and projects, and suggested that the \$1K special appropriation that was approved at March's Town Meeting be increased to \$3K in March of 2026, allowing the Society to continue to function effectively and be sited at the Wait House. Mr. Ursprung spoke of having the Wait House Commission cover the cost of recent tree work which was paid for by the Society; the related reimbursement would provide a large portion of the funds necessary to cover the rent until the next fiscal year begins and appropriations are allocated. This strategy had support among the Board.

MOTION: *Ms. Ursprung moved to deny the Historical Society's request for a rent waiver, to agree to consider during budgeting for the upcoming fiscal year that the Society's special appropriation be increased, and to make the accounting adjustments necessary to provide for the Wait House Commission's covering the cost of recent tree work, and to have the Society reimbursed for their payment of that expense. The motion was seconded by Mr. Babbott-Klein, and passed unanimously.*

4. Short-Term Rentals (STRs).

Mr. Shupe outlined that the Board is considering asking the Planning Commission to look into what options are available for determining the impacts of STRs and whether a policy/ordinance should be developed. Ms. Ursprung noted that gathering this information is one of the goals included in the recently adopted Town Plan.

MOTION: *Mr. Babbott-Klein moved to approve the Selectboard's requesting the Planning Commission to consider options for identifying potential impacts of STRs and suggesting options for addressing any of those impacts. The motion was seconded by Mr. Curtis.*

Mr. Messer spoke of the need for lodging in a tourist-based economy, and asked that all facets of STRs be looked at, including the need for homeowners to have supplemental income, and any impact a registry/regulation would have on increasing the number of Long-Term Rentals available. It was agreed that a better understanding of the local situation is the first step in addressing this matter.

The motion passed unanimously.

5. Wastewater Project Grants.

Northern Borders Catalyst Grant – Mr. Haverkamp provided some background information, explaining that an application to this program would be for an extension of the wastewater line from Irasville (the end of the first phase) to the Elementary School, which serves as an emergency shelter and for which there may be plans for expansion.

MOTION: *Mr. Curtis moved to authorize the Town Administrator to submit a pre-application for the Northern Borders Catalyst Grant. The motion was seconded by Mr. Babbott-Klein, and passed unanimously.*

July 10 2023 flood – Mr. Haverkamp explained that there is new funding available through the Community Development Block Grant, for use in mitigation projects in Washington County; the proposed projects must have a nexus to flooding. Repairing the Town pond was raised as a possible project, as was addressing the slump/slide along the Mill Brook at the Waitsfield/Fayston town line. A public hearing needs to be held before this application is submitted. It was agreed that, while it would be beneficial to receive input from the community on what project might be best to pursue, the timeline does not allow for that. It was agreed that Mr. Haverkamp will research the options and determine which would best be applied for under this grant's requirements.

MOTION: *Mr. Messer moved to authorize Mr. Haverkamp to research the options discussed and to schedule a public hearing for this grant application at the September 20 Board meeting. The motion was seconded by Ms. Ursprung, and passed unanimously.*

6. Road Crew/Traffic.

Mr. Shupe noted that the anticipated update to the Traffic Ordinance is more complex than anticipated, but that the recurring request for a stop sign at the corner of Dugway and Butcher House Drive may be considered in advance of that ordinance update. Mr. Haverkamp spoke of conflicting information being received, with VLCT indicating that residents of a private road are able to install stop signs, that the Town may also do this at the homeowners' request, and with the Sheriff's Department indicating that there may be Town liability considerations in the event of an accident at the site (although Mr. Haverkamp has not been able to connect further with the Department and receive clarity on this matter). Mr. Shupe explained that he is looking into the relocation of a recently installed stop sign at the Downstreet development, placed near his driveway entrance to the road. He also indicated that there is some overgrowth blocking the sight distance at the intersection in question, and it was agreed to have Mr. Shupe direct the Road Crew to mow that growth as a short-term solution.

7. Vacancies and Appointments.

It was agreed that Mr. Haverkamp should post information regarding the several vacant Town positions, and to also request that an article about this be published in the Valley Reporter. It was indicated that the ACO position should be addressed separately, rather than included in the rest of the slate of open positions.

8. Consent Agenda.

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

- Approve Bills Payable and Treasurer's Warrants
- Approve Minutes of August 11, 2025
- Appoint Pete Reynolds to the Water Commission

7. Selectboard Roundtable.

Mr. Messer asked if there would be a second mowing of all roadsides this year; Mr. Haverkamp will check on this.

Ms. Ursprung noted that she is attempting to set up a September meeting with representatives from Moretown and Warren, in order to discuss strategies for making the back roadways between these towns more walkable.

186 Ms. Ursprung noted that she would like a copy of the bylaws for the General Wait House
187 Commission; Mr. Messer indicated that he would provide this.

188 **8. Town Administrator Update.**

189 Mr. Haverkamp highlighted some items from his written report:

- 190 • The ANR permit for work on Butternut Hill was issued, and gravel removal and clearing
191 of culverts is underway
- 192 • Elevator repair has been scheduled for August 26
- 193 • He is working with the Sheriff's Department to complete the Traffic Ordinance update
- 194 • He and Mr. Messer are coordinating a response to a recent noise complaint
- 195 • Dana hill was graded and rolled
- 196 • FEMA will be covering costs associated with engineering for and replacement of two
197 culverts on Old Center Fayston Road; the temporary culverts currently in place are Town
198 property, and will be able to be reused
- 199 • The inspection report for the Meadow Road bridge has not yet been received; there is a
200 possibility that there will be some FEMA funds for this project
- 201 • Town garage RFP has been published, some responses have been received

202 **9. Executive Session.**

203

204 **MOTION:** *A motion to enter Executive Session pursuant to 1 V.S.A. § 313 (a) (3) [Personnel],*
205 *passed unanimously.*

206 The meeting entered Executive Session at 8:49 pm and returned to open session at 9:15 pm.

207 No further action was taken by the Board.

208 **IV. Other Business**

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

210 **V. Adjourn**

211 The meeting adjourned at 9:15 pm.

212 Respectfully submitted,

213 Carol Chamberlin, Recording Secretary