



TOWN OF WAITSFIELD
SELECTBOARD AGENDA FOR
Monday, March 30th, 2026 | 6:30 PM
Location: Waitsfield Town Office
(Please see access details below)

Selectboard Members
Brian Shupe, Chair
Larissa Ursprung, V.C.
David Babbott-Klein
Chach Curtis
Fred Messer

Town Administrator
York Haverkamp

Town Clerk
Jennifer R. Peterson

Town Treasurer
Steve Lewis

**Planning & Zoning
Administrator**
J.B. Weir

Road Foreman
Josh Rogers

Fire Chief
Jared Young

Waitsfield Town Office
4144 Main Street
Waitsfield, VT 05673
(802) 496-2218
www.waitsfieldvt.gov

I) Call to Order: 6:30 P.M.

1. Additions, removals or modifications to the meeting agenda pursuant to 1 V.S.A. §312(d)(3)(A)
2. Public forum

II) Regular Business.

1. General Wait House – Parking lot completion using Staymat surface material
2. Consideration of Conceptual design for the Dairy Barn
3. Warning for Special Town Meeting
 - a. Couples Club
 - b. Mad River Valley Ambulance Service (MRVAS)
4. Animal Control Ordinance – Review and Consider adoption
5. Wastewater Project update
 - a. Munn site leachfield – Bid review and consider awarding a contract
6. Town Garage Project — Review Breadloaf Corporation's recommendations on geotechnical and hazardous materials assessment proposals and consider contract award(s).
7. Meadow Road Bridge update
8. Village Covered bridge inspection
9. Consent Agenda
 - a. Warrant
 - b. Reappraisal contract
 - c. Minutes for 3.16.2026
 - d. MRGP Annual Report Form
 - e. Flemer field use form - lacrosse and mountain gardeners plant sale
 - f. Public festival permit for Waitsfield Farmers Market
 - g. Liquor Control Board (LCB) – Tobacco & Tobacco Substitute Licenses
 - a. Cousins Brewing LLC – First Class Restaurant/Bar License and Outside Consumption Permit (DLL)
 - b. American Flatbread – First Class, Third Class, and Outside Consumption Permit (DLL)
 - c. Lawson's Finest Liquids – First Class, Second Class, Third Class, and Outside Consumption Permit

- d. Shaw's (Brockton Corp.) – Second Class License, Tobacco and Tobacco Substitute License

10. Town Administrator's Report

11. Selectboard Roundtable

III) Proposed Executive Session

Pursuant to 1 V.S.A. § 313(a)(1)(E), the Selectboard proposes to enter executive session to discuss a matter that may result in civil litigation involving the Town. The Board finds that premature public disclosure would place the Town at a substantial disadvantage.

IV. 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.

1 Town Administrator Report

2 3.30.2026

3 Spring is arriving and so is mud season — which in Vermont means the roads are soft, the sap is
4 running, and town government is busy.

5 Tonight's agenda reflects both the weight of our infrastructure challenges and the real progress
6 we are making to address them. From a 70-year-old bridge in need of serious attention, to a
7 Covered Bridge that has stood since 1833, to a wastewater system that will serve this
8 community for generations — progress worth investing in — to a town garage built for the
9 future. There is a lot on the table tonight, and I am grateful for the Board's dedication and,
10 clearly, for a community that remains deeply engaged in the work of this town.

11

12 **General Wait House — Parking Lot Stabilization and Window Repairs**

13 The General Wait House is seeking Selectboard approval to complete two maintenance items at
14 the General Wait House.

15 The first is completion of the parking lot project using Staymat, a gravel product that will firm
16 up and stabilize the parking lot surface, at a cost of \$1,600. As part of this work, the accessible
17 ramp will also be restabilized by tamping it down and applying a solidifying material, included in
18 the \$1,600 cost.

19 The second item is window glass repairs. A contractor (Joe) has inspected the building and
20 counted nine cracked windows and one window that is completely broken out. The Town is
21 seeking permission to proceed with repairs at a cost of \$125–\$150 per window. Joe will not be
22 able to provide an estimate for plaster ceiling repairs in the dining room until he returns in mid-
23 April. GWH Commission members Fred Messer and Annmarie may provide additional updates,
24 including a potential cost for gutter repair.

25

26 **General Wait House — Dairy Barn Conceptual Design Update**

27 The General Wait House Commission will be present at Monday's meeting to provide a brief
28 update on the building and to share drawings for the dairy barn as part of an initial discussion
29 on future use of the structure. Included in the meeting packet are three dairy barn conceptual
30 designs provided by AnnMarie Harmon

31 The General Wait House Commission is seeking Selectboard approval to begin fundraising for a
32 project to stabilize the dairy barn, which would include constructing a slab foundation with
33 plumbing and electrical rough-in set prior to pouring the concrete. Cost figures for this work are
34 not yet available at this stage. GWH Commission members Annmarie and Fred Messer will be
35 available to provide additional information and updates.

36

37 **Special Town Meeting – May 11, 2026**

38 The Selectboard will consider approving the Warning for a Special Town Meeting proposed for
39 Monday, May 11, 2026 at the Waitsfield Village Meeting House. The meeting would address
40 two articles: renewal of the tax exemption for the Waitsfield Couple's Club Recreation Field,
41 and renewal of the tax exemption for the Mad River Valley Ambulance Service facility at 4177
42 Main Street, both pursuant to 32 V.S.A. § 3840 for five-year periods.

43 The Town has the room reserved beginning at 5:00 P.M. If the Warning is approved, the Board
44 may wish to consider convening the Special Town Meeting at 6:00pm, giving space for the
45 Special Town Meeting to consider the two articles, and then transitioning into the regular
46 Selectboard meeting — which could allow for an earlier overall adjournment. I'd welcome the
47 Board's direction on preferred timing.

48

49 **2026 Town Road and Bridge Standards**

50 The Vermont Agency of Natural Resources and the Vermont Agency of Transportation jointly
51 updated the Town Road and Bridge Standards effective January 21, 2026, superseding the 2019
52 version. The Selectboard is being asked to consider adoption of the updated standards.

53 Sections 1 and 2 (Municipal Roads and Class 4 Roads) remain required for hydrologically-
54 connected roads under the Municipal Roads General Permit (MRGP), and Section 3 (Perennial
55 Stream Crossings) remains required statewide under the DEC Stream Alteration Standard. The
56 most substantive change in the updated template is to Section 5 — Drainage Crossings — which
57 now requires that any municipally owned or maintained cross culvert, when replaced, be a
58 minimum of 18 inches in diameter where road geometry allows. Culverts that repeatedly plug,
59 wash out, or fail during storm events are expected to be upsized upon replacement.

60 Attached are the updated standards document and the January 21, 2026 cover letter from the
61 ANR and VTrans Secretaries are included in this packet for the Board's review.

62 Applicable and interesting Links:

63 Current inventory:

64 <https://anrweb.vt.gov/DEC/IWIS/MRGPREportViewer.aspx?ViewParms=True&Report=CurrentInventory&MunicipalityID=217>

66 Current Summary:

67 <https://anrweb.vt.gov/DEC/IWIS/MRGPREportViewer.aspx?ViewParms=False&Report=CurrentSummary&MunicipalityID=217>

68

69 Progress Report:
70 <https://anrweb.vt.gov/DEC/IWIS/MRGPRReportViewer.aspx?ViewParms=False&Report=Progress>
71 [Report&MunicipalityID=217](https://anrweb.vt.gov/DEC/IWIS/MRGPRReportViewer.aspx?ViewParms=False&Report=Progress)

72
73
74

75 **Waitsfield Community Wastewater Infrastructure Project — Congressional Directed Spending**
76 **Application**

77 The Town has submitted a Congressionally Directed Spending (CDS) request to Senator Welch's
78 office for \$3,500,000 in federal funding through the EPA STAG Clean Water State Revolving
79 Fund in support of the Waitsfield Community Wastewater Infrastructure Project. The deadline
80 for submission was March 26, 2026.

81 The application makes the case that this project is among the most construction-ready
82 wastewater projects in Vermont. The full project is at 90% final design, with both construction
83 contracts — the Munn Site wastewater treatment facility and the collection system and pump
84 stations — anticipated to go out to bid in summer 2026. The complete funding stack of
85 \$18,535,117 is committed across the voter-approved municipal bond, USDA Rural Development
86 loan and grant, Vermont Clean Water State Revolving Fund loan and grant, ARPA funds, and a
87 Northern Border Regional Commission Catalyst Program grant.

88 The narrative submitted to Senator Welch's office documents the project's public health, water
89 quality, housing, and economic development benefits, and includes supporting references to
90 the 2023 Waitsfield Town Plan, the Central Vermont Regional Plan, and the newly adopted
91 Irasville Village Master Plan. The full narrative is included in this meeting packet for the
92 Selectboard's review.

93

94 **Breadloaf Proposals for Geotech and Environmental Site Assessment**

95 **1. Background**

96 Waitsfield is working with Bread Loaf Corporation (BLC) under an Agreement for Conceptual
97 Design and Cost Estimating Services for the proposed Waitsfield Town Garage project (BLC
98 Project No. 25308). As part of the conceptual design process, two categories of site
99 investigation work are required to inform foundation design and ensure a reliable project
100 budget, as well as sticking with our current timeline:

- 101 • Geotechnical Engineering — subsurface borings to characterize soil and groundwater
102 conditions and inform foundation design.

- Phase I Environmental Site Assessment (ESA) — a non-intrusive review of site history, records, and conditions to identify potential environmental concerns prior to construction.

BLC issued Requests for Proposals for both services and has completed its evaluation. BLC has submitted two Additional Services proposals — Additional Services 47001 (Geotechnical Engineering) and Additional Services 47002 (Phase I ESA) — for Town review and authorization. Both proposals are issued under and subject to the existing Agreement with BLC.

2. Geotechnical Engineering — Additional Services 47001

2.1 Overview

BLC received four proposals in response to four Requests for Proposals issued to geotechnical engineering firms. Proposals were evaluated based on scope, fee, and proposed schedule. A summary of BLC's evaluation is provided in the table below.

Geotechnical services will consist of ten (10) soil borings to characterize subsurface conditions across the project site. The number and placement of borings was determined by BLC based on building size and the need to reduce risk in foundation design. Foundation design is a significant cost driver in the overall project budget, and accurate subsurface data is essential to developing a reliable cost estimate.

| Firm | Fee (Lump Sum) | # Borings | Schedule | Key Exclusions / Notes | BLC Recommendation |
|------------------------------------|----------------|-----------|--|---|----------------------|
| S.W. Cole Engineering, Inc. | \$24,300 | 10 | Exploration begins 2–3 weeks after NTP; report within ~2 weeks of exploration completion | Test pits & soil evaluation for wastewater excluded (by others); post-report consultation excluded; owner to provide utility plan | ✓ Recommended |

| Firm | Fee (Lump Sum) | # Borings | Schedule | Key Exclusions / Notes | BLC Recommendation |
|----------------------------|--------------------------|---------------|--|--|---|
| GeoDesign | \$29,480 + reimbursables | 10 | Drilling early April; lab & report ~mid-May; final report early May 2026 | Reimbursable expenses additional; private utility marking \$275/hr extra; assumes spread footings feasible; drilling subcontracted | Not recommended (higher cost, reimbursables add uncertainty) |
| Sanborn, Head & Associates | \$27,000 | 6 | Drilling mid-April (dependent on subcontractor availability) | Only 6 borings — insufficient for building size per BLC; infiltration testing excluded; schedule dependent on subcontractor | Not recommended (higher cost, reduced scope — 6 borings vs. 10) |
| M&W Soils Engineering | \$15,765 | Not specified | Drilling first half of April; report by May 8, 2026 | Lowest fee but proposal lacks detailed scope or schedule; assumes 2 days drilling; test pits for wastewater excluded | Not recommended (incomplete scope and schedule information) |

122

123 **2.2 Recommendation — S.W. Cole Engineering, Inc.**

124 BLC recommends proceeding with S.W. Cole Engineering, Inc. (SWCE) at a lump sum fee of
125 \$24,300. The total authorization of \$29,437 (per Additional Services 47001) reflects SWCE’s fee
126 with a standard 1.15 BLC coordination multiplier (\$27,945), plus direct BLC staff time for project
127 management (Jim Pulver, 4 hrs at \$179/hr; Mitch Hager, 8 hrs at \$97/hr) — consistent with the
128 terms of the existing BLC Agreement. Key factors supporting this recommendation:

- 129 • Scope: S.W. Cole's proposal is based on the full ten (10) borings recommended by BLC,
130 providing the most comprehensive subsurface data set.
- 131 • Value: At \$24,300 for 10 borings, S.W. Cole offers better value than Sanborn Head &
132 Associates, whose \$27,000 proposal covers only 6 borings — a reduced scope that BLC
133 considers insufficient given building size.
- 134 • Schedule: S.W. Cole has committed to a clear, reliable schedule — exploration beginning
135 within 2–3 weeks of authorization, report within approximately 2 weeks of exploration
136 completion — which is critical for informing foundation design and keeping the project
137 on track.
- 138 • Working relationship: S.W. Cole has an established working relationship with the project
139 team and a track record of timely performance.

140 The two remaining proposals — GeoDesign (\$29,480 plus reimbursables) and M&W Soils
141 Engineering (\$15,765) — were not recommended. GeoDesign's fee is the highest of the group
142 and includes additional reimbursable expenses. M&W's proposal, while the lowest in cost, lacks
143 detailed scope and schedule information, which introduces risk given project timeline
144 constraints.

145 **2.3 Scope and Exclusions**

146 The following items are excluded from S.W. Cole's scope and are addressed separately:

- 147 • Test Pits and Soil Evaluation for Wastewater Design: Test pit excavation, soil evaluation,
148 and soil scientist services for wastewater system design are excluded from SWCE's
149 scope. These services will be coordinated separately under civil engineering and soil
150 scientist engagement, with the Town providing excavation support. This is standard
151 practice for this type of engagement.
- 152 • Underground Utility Locating: The Town of Waitsfield and BLC will collaborate to
153 prepare a dimensioned plan of underground utilities and structures prior to the start of
154 site exploration. Private underground utility locating services, as may be necessary, will
155 be provided by others.
- 156 • Hazardous Materials Abatement: Costs associated with hazardous materials or
157 environmental hazards encountered during site exploration are excluded. This is
158 standard.
- 159 • Post-Report Consultation and Construction Phase Services: Not included in this
160 authorization; would require separate agreement if needed.

161 **3. Phase I Environmental Site Assessment — Additional Services 47002**

162 **3.1 Overview**

163 BLC issued five Requests for Proposals for Phase I Environmental Site Assessment services and
 164 received two responses. A Phase I ESA is a non-intrusive assessment that involves historical
 165 research, regulatory records review, and a site visit to identify Recognized Environmental
 166 Conditions (RECs) — any indication of existing or potential contamination that may warrant
 167 further investigation. The Phase I does not involve sampling or subsurface investigation.

168 If the Phase I ESA identifies concerns, BLC and KAS would develop a scope for a Phase II ESA
 169 (involving sampling and testing) as a subsequent, separately authorized service. Phase II scope
 170 and cost are not included in the current authorization request.

171

| Firm | Phase I ESA Fee | Schedule | Key Notes | BLC Recommendation |
|--|---|---|--|---|
| KAS Environmental Science & Engineering | \$1,800 (lump sum) | Phase I ESA complete: 4/10/26; Phase II scope developed: 4/17/26; Hazards/ESA testing: 5/1/26; Evaluation/report: 5/29/26 | Includes initial building material screening; adequately staffed; recent municipal Phase I/II experience; owns Geoprobe drill for rapid Phase II; utility locating and lab analysis by subcontractor | ✓ Recommended |
| Weston & Sampson | \$3,700 (Phase I Task 1 + records review) | Draft Phase I report within 3 weeks of NTP; Phase II schedule TBD | Also proposed Phase I Hazardous Building Materials Assessment (HBMA) at \$3,355 T&M; proposed contract language changes may not be acceptable; HBMA subcontracted to K-D Associates | Not recommended (higher cost; proposed contract language modifications; less favorable schedule definition) |

172

173 **3.2 Recommendation — KAS Environmental Science & Engineering**

174 BLC recommends proceeding with KAS Environmental Science & Engineering at a lump sum fee
175 of \$1,800 (plus BLC coordination, total authorization \$3,174 per Additional Services 47002). Key
176 factors:

- 177 • Fee: KAS's Phase I fee of \$1,800 is substantially less than Weston & Sampson's
178 comparable Phase I cost of \$3,700.
- 179 • Scope: KAS's proposal includes initial building material screening in addition to the
180 standard Phase I ESA scope, providing added value at a lower cost.
- 181 • Schedule: KAS has committed to a clear, detailed schedule with Phase I ESA completion
182 by April 10, 2026, Phase II scope developed by April 17, 2026, and final
183 evaluation/report by May 29, 2026 — fully aligned with the BLC project schedule.
- 184 • Capacity and experience: KAS is adequately staffed and has recent experience with
185 comparable Phase I/II ESA projects for Vermont municipalities.
- 186 • Phase II readiness: KAS owns a Geoprobe drill, enabling rapid mobilization for Phase II
187 work if warranted, and can provide civil engineering and demolition specification
188 services upon approval.

189 Weston & Sampson's proposal was not recommended. Its total Phase I cost of \$3,700 — more
190 than double KAS's fee — includes an additional records review charge. Weston & Sampson also
191 proposed modifications to the contract language that may not be acceptable, and its Phase II
192 schedule was not defined.

193 **3.3 Scope and Exclusions**

194 The following items are excluded from Additional Services 47002:

- 195 • Phase II ESA: Scope and cost for Phase II services are not included in this authorization.
196 Phase II scope will be determined upon completion of the Phase I ESA. If Phase II
197 services are warranted, costs will be based on the hourly rates and unit prices in the KAS
198 proposal.
- 199 • Hazardous Materials Abatement: Abatement of hazardous materials or environmental
200 hazards, and costs associated with abatement, are excluded.

201 **4. Fee Summary and Authorization**

202 The following table summarizes the total authorization being requested for both additional
203 services under BLC Project No. 25308. Both authorizations are structured as additional services
204 under the existing BLC Agreement.

205

| Service | Consultant | Consultant Fee | BLC Coordination | Total Auth. |
|--|---|----------------------------|--------------------------------------|-----------------|
| Geotechnical Engineering (Add. Services 47001) | S.W. Cole Engineering, Inc. | \$24,300 × 1.15 = \$27,945 | \$1,492 (Pulver 4 hrs + Hager 8 hrs) | \$29,437 |
| Phase I Environmental Site Assessment (Add. Services 47002) | KAS Environmental Science & Engineering | \$1,800 × 1.15 = \$2,070 | \$1,104 (Pulver 4 hrs + Hager 4 hrs) | \$3,174 |
| TOTAL | | | | \$32,611 |

206

207 Both fees include a 1.15 multiplier applied to the consultant's base fee for BLC coordination and
 208 management, consistent with the terms of the existing Agreement.

209 **5. Town Administrator Recommendation**

210 I agree with BLC recommendation that the Selectboard authorize both Additional Services
 211 proposals as submitted by Bread Loaf Corporation:

- 212 • Additional Services 47001 — Geotechnical Engineering with S.W. Cole Engineering, Inc.,
 213 total authorization \$29,437.
- 214 • Additional Services 47002 — Phase I Environmental Site Assessment with KAS
 215 Environmental Science & Engineering, total authorization \$3,174.

216 Both services are necessary to advance the Town Garage conceptual design process and
 217 develop an accurate project budget. The recommendations reflect BLC's professional judgment
 218 following a competitive proposal process. The schedule is time-sensitive: BLC has identified
 219 March 27, 2026 as the target authorization date to maintain the project schedule with final
 220 deliverables due June 23, 2026. However, BLC understand that the SB meeting scheduled for
 221 3.30.2026 is when the proposals will be considered.

222 Upon Selectboard authorization, the Town Administrator will execute the signature pages for
 223 both Additional Services proposals and return executed copies to Bread Loaf Corporation to
 224 authorize both consultants to proceed.

225

226 **Domestic Animals Ordinance – Amendment**

227 The Selectboard is being asked to consider an amendment to the Town's Domestic Animals
228 Ordinance. The amendment addresses two provisions that currently describe the same
229 standard in different language — specifically, the definition of a dog or domestic animal running
230 at large. The amended language aligns both sections to ensure consistency throughout the
231 ordinance: a dog or domestic animal is considered at large if it is off the owner's property and
232 not on another's property with permission, and not on a lead or otherwise under the owner's
233 physical control.

234 If approved by the Selectboard on March 30, 2026, the amended ordinance will take effect on
235 May 29, 2026.

236

237 **Waitsfield Community Wastewater Project**

238 The project continues to advance on schedule toward a Summer 2026 bid phase and Fall 2026
239 construction start. DuBois & King is on track to complete the 90% design (D90) set by the end of
240 March, covering both the wastewater treatment facility and the full collection system. The D90
241 will then be shared with VTrans, DEC, the Division for Historic Preservation, and project
242 funders, with permits anticipated as part of that review. Final design completion, including all
243 permitting, remains targeted for June 2026.

244 Several near-term field activities are underway or imminent. Additional topographic surveying
245 is scheduled for the week of March 30 to accommodate design refinements, including
246 realignment of the conveyance pipe along Slow Road. Underground utility locating at the four
247 pump station sites is set for April 2–3.

248 Tree clearing at the Munn Site — approximately 2.5 acres — must be completed before April 15
249 to meet funding requirements and protect sensitive wildlife habitat. Advancing this work now
250 offers several advantages: it reduces overall cost by separating tree removal from active
251 construction and is a slow period for tree crews, eliminates scheduling conflicts between the
252 two scopes of work, and ensures the Munn Site field is fully accessible to the clearing crew prior
253 to the construction bid award. Procurement is underway and neighboring property owners will
254 be notified if the SB approves a contract for the removal.

255 The full project update memo from Project Coordinator Joshua Schwartz (MRVPD), dated
256 March 26, is included in this packet, along with an updated Community Wastewater page for
257 the Town website. Thank you to the Mad River Valley Planning District for these updates.

258 <https://www.waitsfieldvt.gov/departments/projects/wastewater>

259 <https://www.waitsfieldvt.gov/departments/projects/wastewater/near-term-tasks>

260

261 **Meadow Road Bridge**

262 The Town retained DuBois & King (D&K) to perform a load rating analysis of the Meadow Road
263 Bridge (Structure #00024, over the Mad River), and that work is complete. The full
264 memorandum, dated March 19, 2026, is included in this packet.

265 The findings are significant. The bridge — built in 1955 and rated Poor by VTrans — carries an
266 inventory load rating of just 11 tons in its current deteriorated condition, well below the
267 demands of modern emergency vehicles, agriculture, etc. It should be noted that while the load
268 rating analysis reflects an 11-ton inventory rating, VTrans has clearly recommended an 8-ton
269 posted weight limit for the bridge — an appropriate threshold given the extent of deterioration
270 documented across multiple structural components. D&K's analysis identifies widespread
271 deterioration across the superstructure, floorbeams, deck, drainage system, and Abutment #1,
272 which is actively experiencing scour and undermining. The memo outlines two paths forward:
273 full replacement, which would be the most comprehensive but most costly option, or
274 rehabilitation to extend the structure's useful life at a lower load capacity. D&K recommends
275 the Town first establish its functional requirements — particularly the desired load capacity —
276 before selecting an approach.

277 There is additional work ongoing that may meaningfully shape that decision. The Town is
278 coordinating with FEMA and D&K to compare the bridge's current condition against a pre-flood
279 VTrans inspection conducted in 2023. That comparison is central to a potential expansion of
280 FEMA Public Assistance beyond the deck work already approved in connection with the 2024
281 flooding event. VTrans has the 2023 inspection report but has encountered difficulty
282 transmitting it due to file size; they are working to get it to us. Once received, that report will
283 inform both the FEMA reimbursement picture and the Town's decision between rehabilitation
284 and replacement.

285

286 **Village Covered Bridge**

287 The Town recently completed a structural inspection of the Village Covered Bridge through a
288 contract with Miles Jenness of Vermont Heavy Timber, initiated in response to resident
289 complaints regarding loose deck boards. The inspection has prompted extensive follow-up,
290 including multiple conversations between myself, Miles, and Spencer Howard of VTrans Bridge
291 Inspection.

292 Miles Jenness, drawing on his significant experience with historic timber structures, has
293 recommended that the Town close the bridge due to what he characterizes as significant
294 structural rot. In response, the Town has been actively consulting with a range of stakeholders
295 to determine the appropriate course of action — including Road Commissioner Charlie
296 Goodman, Road Foreman Josh Rogers, Spencer Howard at VTrans, resident and trained
297 engineer Bob Cook, and members of the Selectboard.

298 As of this writing, the bridge has been posted on both approaches with signage advising caution
299 and recommending use by passenger cars only (see photo). VTrans is currently reviewing the
300 Vermont Heavy Timber report and working with internal staff to evaluate the findings —
301 particularly with respect to the scope and location of the rot identified by Miles. I received
302 quantitative data from Miles during the preparation of this report and will be relaying that
303 information to VTrans promptly.

304 Given the pace of this review, it is possible — and the Board should be prepared for the
305 possibility — that the bridge may be closed to traffic by the time of the March 30th Selectboard
306 meeting. I will provide an updated verbal report at that time with the most current information
307 available.

308



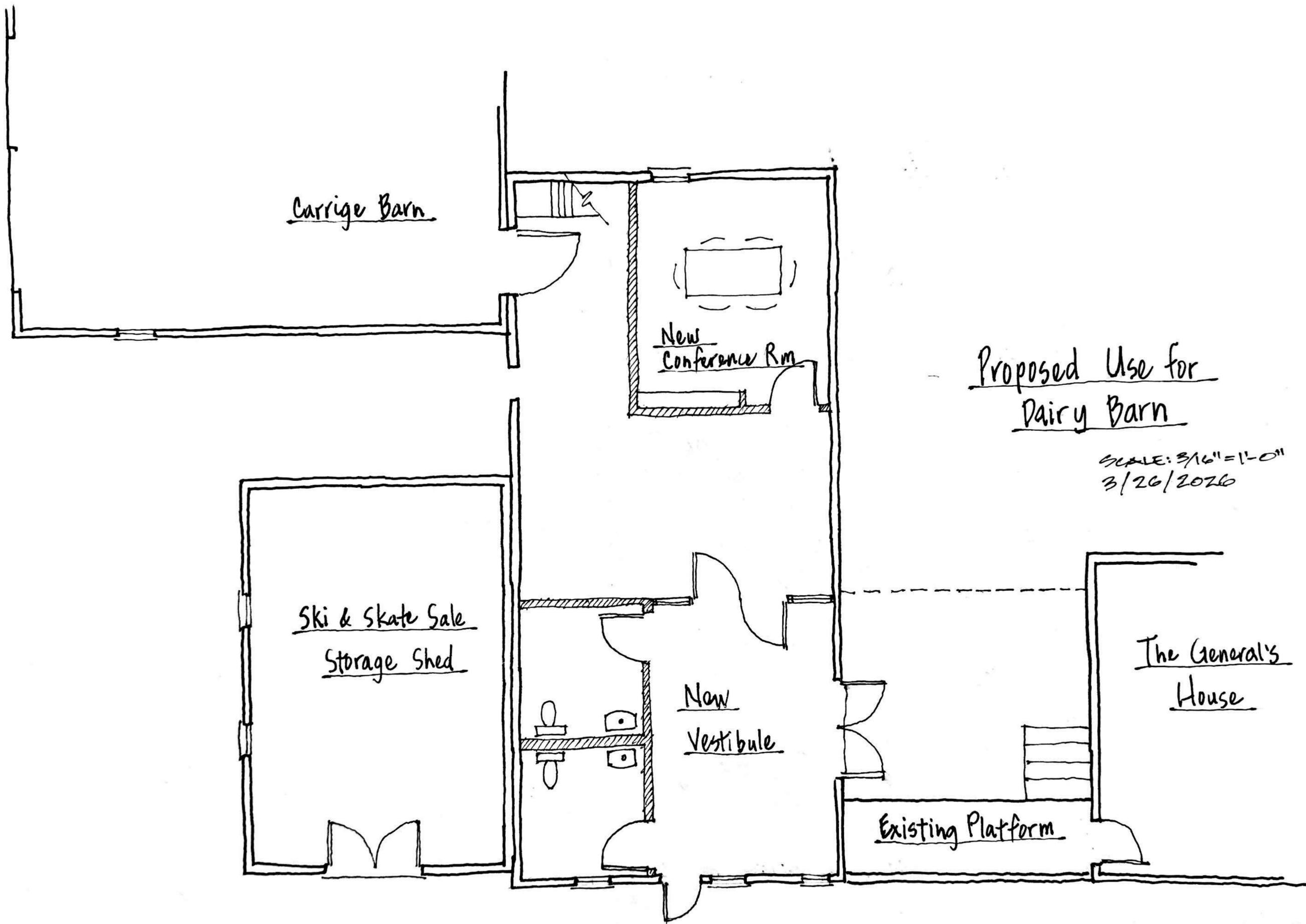
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311 Thank you and Peace

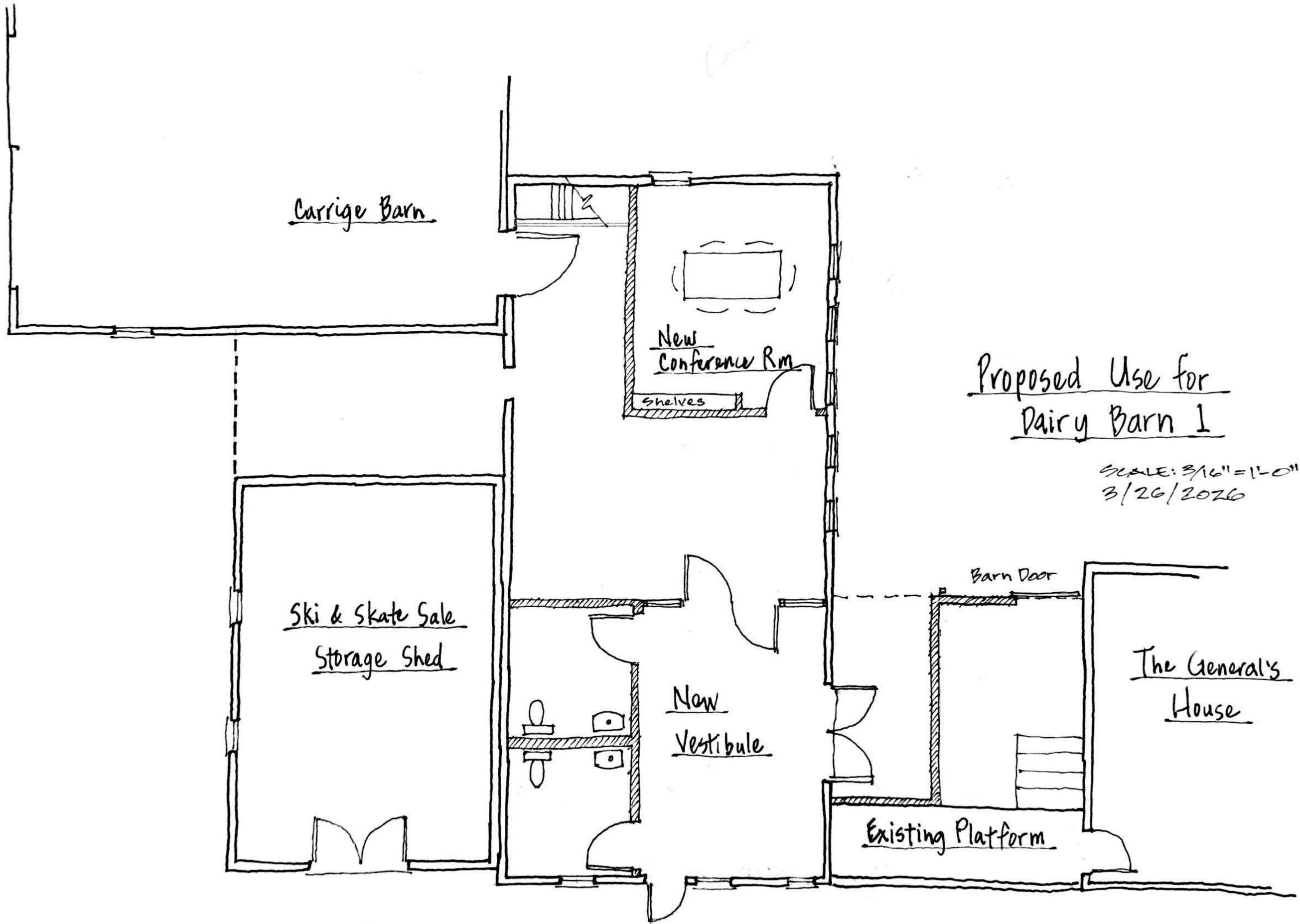
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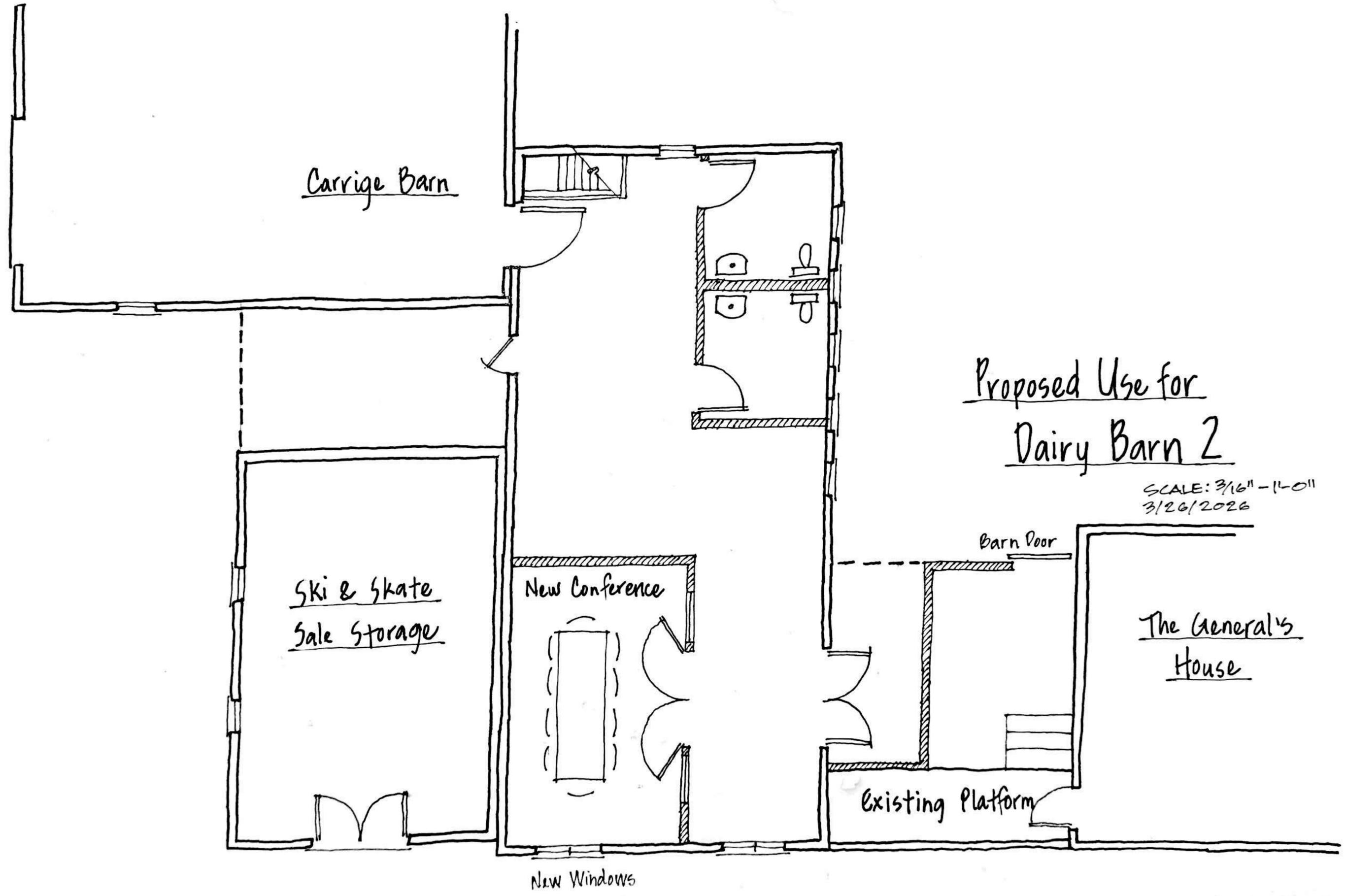
Proposed Use for Dairy Barn

SCALE: 3/16" = 1'-0"
3/26/2020



Proposed Use for Dairy Barn 1

SCALE: 3/16" = 1'-0"
3/26/2026



Carrige Barn

Proposed Use for Dairy Barn 2

SCALE: 3/16" = 1'-0"
3/26/2026

Ski & Skate Sale Storage

New Conference

Barn Door

The General's House

Existing Platform

New Windows

**TOWN OF WAITSFIELD
STATE OF VERMONT**

**WARNING
SPECIAL TOWN MEETING
Town of Waitsfield, Vermont
Monday, May 11, 2025
6:00 P.M.
Waitsfield Village Meeting House**

The legal voters of the Town of Waitsfield, Vermont are hereby notified and warned to meet at the Waitsfield Village Meeting House on Monday, May 11, 2026 at 6:00pm to act on the following articles:

ARTICLE 1

Shall the voters renew the exemption of the Waitsfield Couple's Club Recreation Field from real estate taxes for a period of five (5) years, pursuant to 32 V.S.A. § 3840?

ARTICLE 2

Shall the voters renew the exemption of the Mad River Valley Ambulance Service, Inc. facility located at 4177 Main Street from real estate taxes for a period of five (5) years, pursuant to 32 V.S.A. § 3840?

Given under our hands this _____ day of _____, 2026.

VOTER INFORMATION

Voter Registration: Persons wishing to register to vote in the Town of Waitsfield may do so at the Office of the Town Clerk, 4144 Main Street, Waitsfield, Vermont, during regular business hours, or by visiting mvp.vermont.gov. Voter registration is available up to and including the day of the meeting.

Early/Absentee Voting: This Special Town Meeting will be conducted by floor vote. There is no Australian ballot or absentee voting for floor votes at Special Town Meetings. All voting takes place in person at the Waitsfield Village Meeting House on Monday, May 11, 2026.

(17 V.S.A. § 2642(b))

SELECTBOARD OF THE TOWN OF WAITSFIELD:

Brian Shupe, Chair _____

Larissa Ursprung _____

Chach Curtis _____

Fred Messer _____

David Babbott-Klein _____

A true copy. Attest:

Jennifer Peterson, Town Clerk _____

Posted: _____

TOWN OF WAITSFIELD
ORDINANCE REGULATING DOMESTIC ANIMALS
Revised 3/30/2026

Will take effect on – May 29th 2026

SECTION 1. AUTHORITY. This Ordinance is adopted by the Town of Waitsfield under authority of 24 V.S.A. §§ 2291(14), and (15), and 24 V.S.A. Chapter 59.

SECTION 2. PURPOSE. The purpose of this Ordinance is to promote the health, safety, and welfare of the citizens of the Town and to preserve the quiet enjoyment of their property through the abatement of public nuisances associated with the keeping of Domestic Animals, including, but not limited to: the significant danger they pose to the traveling public and the damage they can cause to private and public property when running-at-large; their ability to produce noise detrimental to the enjoyment of life, property, and the conduct of business; and the risk they pose of transmitting communicable diseases to people and other animals, when not properly confined.

SECTION 3. DEFINITIONS. For purposes of this Ordinance, the following words and phrases will apply:

- A. “Domestic Animal” means cattle, sheep, goats, equines, deer, American bison, swine, poultry, pheasant, Chukar partridge, Coturnix quail, psittacine birds, camelids, ratites (ostriches, rheas, and emus), and water buffalo.
 - 1. Dogs are subject to general provisions in this ordinance and additional requirements outlined in Section 6.
- B. “Domestic Pet” means any domestic dogs, domestic cats, and ferrets.
- C. “Enforcement Officer” means any Town Constable, Police Officer, Animal Control Officer, Humane Officer, or any other person designated as an Enforcement Officer by the Selectboard.
- D. “Impoundment” means to seize and take legal custody of a Domestic Animal by the Town at a place designated by the Selectboard. Such a place may or may not be operated by the Town and may or may not be within the geographic boundaries of the Town.
- E. “Impoundment Expenses” means any and all costs incurred by the Town related to the initial capture, impoundment, and eventual release, transfer, sale, or humane disposition of a Domestic Animal. These costs may include, but are not limited to, Enforcement Officer charges and fees; costs associated with the capture, impoundment, transportation, boarding, feeding and care of an impounded Domestic Animal; veterinary expenses deemed reasonably necessary to the life or health of the Domestic Animal or any other animals with which they may interact while impounded; compensation for any repairs or damage done by the Domestic Animal to Town property; and all costs associated with providing personal and public notice pursuant to this Ordinance.
- F. “Lead” also known as a “Lead line”, “Lead rope”, or “head collar rope” is used to guide or direct a Domestic Animal and is usually attached to a halter.
- G. “Owner” means any person who has actual or constructive possession of a Domestic Animal.

- H. “Remedial Action” may include, but is not limited to, such actions as payment of all applicable fines or waiver fees, and Impoundment Expenses; taking necessary measures such as repairing fences, gates, corrals, paddocks, wiring, pens, or other structures as needed to adequately confine Domestic Animals to the Owner’s property; permanent forfeiture of the impounded Domestic Animal; and/or the temporary or permanent forfeiture of the right to keep any Domestic Animal within the geographical boundaries of the Town.
- I. “Running-At-Large” means that a Domestic Animal is not:
 - 1. on the premises of its Owner;
 - 2. on the premises of another with that person’s permission; or
 - 3. being led on a Lead or otherwise under the Owner’s physical control.
- J. Definition of Aggressive Behavior: Includes menacing, chasing, biting, unprovoked threats, and repeated aggression.

SECTION 4. PROHIBITED NUISANCES. 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:

A. 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.

- 1. Exemptions. This prohibition does not apply to any person raising, feeding, or managing at least the number of adult Domestic Animals as specified in Section 3.1(d) of the State of Vermont’s Required Agricultural Practices Rule on a farm that is no less than four (4.0) contiguous acres in size.

B. Nuisance Two: Running At Large:

A Domestic Animal Running-At-Large in Town.

C. Nuisance Three: Failure to Remove Waste:

A Domestic Animal that defecates in any public area or on the private premises of another person in Town and whose Owner does not immediately remove the fecal material and dispose of it in a sanitary manner.

D. Nuisance Four: Damage To, or Interference With, The Property of Another:

A Domestic Animal that, while Running-At-Large, damages the property (public or private) of any other than its Owner, including, but not limited to, eating or damaging lawns, gardens, flowers, plants, vegetables, fruits; turning over garbage containers; causing damage to real or personal property; or injuring, worrying, mating, or attempting to mate with another Domestic Animal or Domestic Pet.

E. Dogs exhibiting nuisance behavior may also be subject to enforcement under Section 6.

SECTION 5. ENFORCEMENT.

Violations may be addressed through either enforcement pathway at the discretion of the Town. The Town may shift between Branch A and Branch B, at any time, based on the nature, frequency, and severity of the violation.

Branch A – Enforcement

Violations enforced in the Judicial Bureau will be in accordance with the provisions of 24 V.S.A. §§ 1974a and 1977 et seq. For purposes of enforcement in the Judicial Bureau, any Enforcement Officer has the authority to issue tickets and represent the Town at any hearing.

Violations enforced in the Superior Court will be in accordance with the Vermont Rules of Civil Procedure. The Town may pursue all appropriate injunctive relief.

Branch B – Graduated Community Enforcement

This pathway emphasizes communication and voluntary compliance before formal penalties are pursued.

- 1. Initial Complaint Review**

The Animal Control Officer will engage directly with the Owner to discuss the complaint, clarify expectations, and encourage voluntary resolution.

- 2. Written Notice from Enforcement Officer**

If complaints persist, or if the Owner fails to respond or take meaningful action, the Animal Control Officer may issue a formal written notice outlining the violation and recommended remedial steps.

- 3. Letter from the Selectboard**

Continued noncompliance may result in a letter from the Selectboard formally requesting corrective action and notifying the Owner of potential escalation.

- 4. Selectboard Hearing**

If the issue remains unresolved, the Owner may be required to appear before the Selectboard to discuss the matter and determine next steps, which may include transition to Branch A enforcement.

Section 6: Additional Provisions for Dogs

A. Purpose

This section establishes specific requirements for dogs in the Town of Waitsfield to ensure public safety, responsible ownership, and alignment with Vermont state law.

This section supplements the general provisions of the Domestic Animal Control Ordinance and applies specifically to dogs residing in the Town of Waitsfield.

B. Registration & Licensing

All dogs over six (6) months of age residing in Waitsfield must be registered annually with the Waitsfield Town Clerk. Registration shall include:

- Proof of current rabies vaccination
- Payment of applicable licensing fees
- Issuance of a numbered tag to be worn by the dog at all times

Failure to register a dog constitutes a violation of this ordinance and may result in fines, impoundment, or other enforcement actions.

C. Rabies Vaccination

No dog shall be registered without proof of a current rabies vaccination administered by a licensed veterinarian. Owners are responsible for maintaining up-to-date vaccination records.

D. Identification Tags

All registered dogs must wear a valid license tag issued by the Town. Tags must be securely attached to a collar or harness and visible at all times when the dog is outside the owner’s residence.

E. Running at Large

Dogs shall not run at large within the Town. A dog is considered “at large” if it is off the owner’s property and not under direct control (e.g., leashed, fenced, or being led on a lead or otherwise under the owner’s physical control).

Dogs found running at large may be impounded and subject to fines and remedial action.

F. Aggressive Behavior

Any dog that attacks, bites, or otherwise causes injury to another domestic animal or person may be deemed a public safety risk. The Town may impose additional conditions, including:

- Mandatory confinement or leash requirements
- Behavioral assessment or training
- Hearing before the Selectboard to determine further action

G. Impoundment & Redemption

Impounded dogs shall not be released until:

- All applicable fines and boarding fees are paid
- The dog is registered and vaccinated
- The owner demonstrates compliance with containment requirements

H. Enforcement & Penalties

Violations of this section may result in: See Section 5 and 7.

The Town reserves the right to schedule a public hearing to adjudicate repeated or serious violations.

SECTION 7. PENALTIES AND COSTS.

The Enforcement Officer is authorized to recover civil penalties for violations of this Ordinance in the following amounts for each violation:

A. Nuisance One: Disturbing the Peace:

| | |
|---|-------------------|
| 1st Offense: warning or \$25 fine | Waiver Fee: \$10 |
| 2nd Offense: \$50 fine | Waiver Fee: \$25 |
| 3rd & Subsequent Offense: Impoundment and/or \$200 fine | Waiver Fee: \$100 |

B. Nuisance Two: Running-At-Large:

| | |
|---|-------------------|
| 1st Offense: warning or Impoundment and/or \$25 fine | Waiver Fee: \$10 |
| 2nd Offense: Impoundment and/or \$50 fine | Waiver Fee: \$25 |
| 3rd & Subsequent Offense: Impoundment and/or \$200 fine | Waiver Fee: \$100 |

C. Nuisance Three: Failure to Remove Waste:

| | |
|---|-------------------|
| 1st Offense: warning and/or \$25 fine | Waiver Fee: \$10 |
| 2nd Offense: \$50 fine | Waiver Fee: \$25 |
| 3rd & Subsequent Offense: Impoundment and/or \$200 fine | Waiver Fee: \$100 |

D. Nuisance Four: Damage To, or Interference With, The Property of Another

| | |
|---|-------------------|
| 1st Offense: warning or Impoundment and/or 25 fine | Waiver Fee: \$10 |
| 2nd Offense: Impoundment and/or \$50 fine | Waiver Fee: \$25 |
| 3rd & Subsequent Offense: Impoundment and/or \$200 fine | Waiver Fee: \$100 |

E. The Enforcement Officer is authorized to recover a waiver fee in lieu of a civil penalty, in the stated amount, from any person who declines to contest a municipal complaint and pays the waiver fee.

F. Determining the sequences of offenses for violations of this Ordinance will be as follows: a subsequent violation that is identical to, and that occurs within 12 months of, a previous violation will be considered a higher offense (i.e., second, third, or subsequent offense). Any subsequent identical violation that occurs after 12 months of a previous identical violation will be considered a new first offense.

G. For the purpose of calculating the sequence of offenses, offenses will be counted against the Owner, not the Domestic Animal.

H. A warning will not be counted towards the calculation of the number of offenses under this Ordinance.

I. The Enforcement Officer may only impose the temporary or permanent forfeiture of a Domestic Animal and/or the right to keep a Domestic Animal on their property in Town as a Remedial Action if its Owner has violated the provisions of this Ordinance three (3) times or more, whether the offenses are identical or not, within a twelve (12) month period. Any Domestic Animal so impounded may be sold at public auction, transferred to a humane society or rescue organization, or humanely destroyed.

SECTION 8. IMPOUNDMENT.

A. Grounds For Impoundment.

1. Any Domestic Animal may be immediately impounded if the animal is found Running-At-Large;
2. Any Owner who has violated this Ordinance three (3) times or more, whether the offenses are

identical or not, within a twelve (12) month period, subjects their Domestic Animal(s) to immediate Impoundment.

3. In cases involving dogs, enforcement shall also follow the procedures outlined in Section 6.
- B. Notice Of Impoundment. The Enforcement Officer who impounds a Domestic Animal must, within twenty-four (24) hours, give notice to its Owner, either personally or by written notice left at their dwelling. Such notice must inform the Owner of the nature of the violation(s), the current location of the Domestic Animal, and the necessary steps to have it returned to the Owner.

For dogs, impoundment and redemption procedures are further detailed in Section 6.

If the Owner of the Domestic Animal is unknown, the Enforcement Officer who impounds such Domestic Animal must, within forty-eight (48) hours of Impoundment, post notice in or near the Town Clerk's office in the town in which the animal was impounded and provide notice of the same to the Town Clerks of two adjoining towns for public posting. The notice must describe the animal and state when and where it was impounded and be posted for a thirty (30) calendar day period. The public notice must also declare that, unless the Owner: 1) claims the Domestic Animal, 2) pays all Impoundment Expenses and any applicable penalties, and 3) takes all necessary Remedial Action; or 4) appeals the Impoundment of the Domestic Animal and/or conditions for its release within thirty (30) calendar days following posting, the Town may sell the same at public auction; transfer it to a humane society or rescue organization; or have the animal humanely destroyed.

- C. Appeal of Impoundment. The Owner of an impounded Domestic Animal may request a hearing before the Selectboard to appeal the Impoundment of their animal(s) and/or any conditions for their release, by filing a written notice of appeal with the Selectboard within thirty (30) calendar days following posting of the notice of Impoundment. The Selectboard must hold a hearing on the matter within fourteen (14) calendar days of receipt of the request. The Owner of the impounded Domestic Animal will be provided with a written notice of the time, date, and place of the hearing at which they will be afforded an opportunity to be heard. The Selectboard will conduct deliberations in private and state its decision, with reasons, in writing, to be sent to the Owner within thirty (30) calendar days of the close of the hearing.
- D. Release From Impoundment. Impounded Domestic Animals will be released to the Owner only after payment of all penalties and Impoundment Expenses, the final disposition of an Impoundment appeal hearing before the Selectboard, if applicable, and after all Remedial Action, as determined by the Enforcement Officer to be necessarily related to preventing the same violation from reoccurring, is taken by the Owner.

An Enforcement Officer may only release a Domestic Animal impounded for Running-At-Large resulting from want of a secure enclosure, to its Owner if, after inspection of the premises where the impounded animal will be kept, they are reasonably assured that all necessary Remedial Action has been taken to prevent the animal from Running-At-Large in the future.

If the Owner of a Domestic Animal impounded under the provisions of this Ordinance refuses to take the Remedial Action necessary to secure the Domestic Animal's release within thirty (30) calendar days following notice of Impoundment without filing for an appeal of the Impoundment with the Selectboard, or gives notice either personally, by telephone, or in writing to the Town that they relinquish ownership of the animal before that time, the Domestic Animal will be considered forfeited and may be sold by the Town at public auction; transferred to a humane society or rescue

organization; or humanely destroyed. The Owner of a forfeited Domestic Animal will remain liable to the Town for all Impoundment Expenses.

- E. Notice of Public Auction. The Town may sell a Domestic Animal at public auction, after six (6) calendar days' public notice posted in or near the Town Clerk's office and in at least two other designated public places in Town.
- F. Excess Auction Proceeds. Any excess proceeds from the sale shall be held by the Town for up to one year. If unclaimed by the Owner within that period, the proceeds shall be reported and remitted to the Vermont State Treasurer in accordance with 27 V.S.A. Chapter 18.

SECTION 9. OTHER LAWS. This Ordinance is in addition to all other ordinances of the Town of Waitsfield and all applicable laws of the State of Vermont. All ordinances or parts of ordinances, resolutions, regulations, or other documents inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency.

SECTION 10. SEVERABILITY. If any section of this Ordinance is held by a court of competent jurisdiction to be invalid, such finding will not invalidate any other part of this Ordinance.

SECTION 11. EFFECTIVE DATE. This Ordinance will become effective 60 days after its adoption by the Selectboard. If a petition is filed under 24 V.S.A. § 1973, that statute will govern the taking effect of this Ordinance.

Adopted this _____ day of _____, 20__.

SELECTBOARD SIGNATURES:

Adoption History

1. Agenda item at regular Selectboard meeting held on March 30th 2026_.

2. Read and approved at regular/special Selectboard meeting on _____ and entered in the minutes of that meeting which were approved on _____.
3. Posted in public places on _____.
4. Notice of adoption published in the _____ newspaper on _____ with a notice of the right to petition.
5. Other actions [petitions, etc.].

Waitsfield Community Wastewater Project

Update 3.26.26

To: Waitsfield Selectboard
From: Joshua Schwartz, MRV Planning District
CC: Waitsfield Community Wastewater Project Team Members
York Haverkamp, Waitsfield Town Admin.
JB Weir, Waitsfield Planning & Zoning Admin.
Chach Curtis, Waitsfield Selectboard Member
Bob Cook, Waitsfield Planning Commissioner
Project Engineer
Jon Ashley, DuBois & King
Waitsfield Planning Commission
Date: March 26, 2026
Re: Waitsfield Community Wastewater Project Update

I am providing this update on the Waitsfield Community Wastewater Project (WCWP) in my capacity as Project Coordinator, as outlined in the *Waitsfield Wastewater Project Structure & Timeline | 2024-25*, approved by the Selectboard on 7.8.24. This update is intended to keep the Waitsfield Selectboard and Project Team Members informed of the project's status and recent developments.

The Waitsfield Community Wastewater Project Team (WCWPT), project engineer Jon Ashley of DuBois & King (D&K), and staff from the VT Department of Environmental Commission's Water Infrastructure Division continue to meet every two weeks to discuss system design, technical specifications, permitting, outreach, funding, and related topics. Key highlights include:

- Design Plans
 - D&K is poised to complete 90% design sets at the end of March. The D90 design set includes the entire project, broken out by the wastewater treatment facility and the broader collection system. Once completed and reviewed by the WCWPT, D90 will be shared with VTrans, DEC, the Division of Historic Preservation, and funders for their review. Associated permits are expected from each entity upon completion of their D90 review.
 - Project design completion is targeted for June 2026, to include final permitting approvals.
- Additional Topographic Surveying
 - While the majority of the project's topographic surveying took place in 2024, additional topographic survey work is scheduled for the week of 3.30 to accommodate design amendments (realignment of the conveyance pipe along Slow Road instead of VT100, additional water and sewer service connections, etc.). JB Weir has reached out to the relevant landowners to inform them.
- Underground Utility Location Work
 - On 4.2-3, D&K is scheduled to undertake underground utility locating at the project's pump station sites as a double-check for any significant conflicts that would affect the design. This consists of the Fiddler's Green, Upper Irasville, Bridge Street, and Waitsfield School pump station sites. JB Weir has reached out to the relevant landowners to inform them.
- Tree List
 - D&K has generated an updated list of trees identified as potentially being impacted by the construction of the collection system. This includes trees along the conveyance pipe alignment and individual service connections. It includes numerous Ash trees, many of which would otherwise need

to be removed due to the Emerald Ash Borer. York, JB, & Joshua reviewed the list with Charlie Hosford of the Waitsfield Tree Board across two sessions (3.18 & 3.19), identifying significant trees. A subsequent discussion at the 3.25 WCWPT meeting led D&K to explore options to avoid impacts to a handful of significant trees. We also didn't focus on Ash trees, as we assume all of those are in need of removal due to Emerald Ash Borer.

- Munn Site
 - The wastewater treatment facility and in-ground disposal for the project will be located on the town-owned Munn Site at the intersection of Kingsbury Road and VT 100. The facility building will be situated at the rear of the open field, with disposal occurring in a 2.75-acre area directly behind the structure. Clearing of approximately 2.5 acres of trees is required for the disposal site. To comply with funding requirements and minimize impacts on endangered bat species and migratory birds, tree cutting must be completed before April 15. York Haverkamp is overseeing the procurement process for tree removal, while York and JB Weir will conduct outreach and notification with neighboring property owners by the end of March.
- Priority Parcel Owner Outreach
 - Since mid-January, JB Weir has led site visits to approximately 70 priority properties. These visits have focused on providing project updates, collecting measurements for final design, and clarifying connection implications.
- Easements
 - A required component of the project is the execution of user agreements and permanent easements that cover property owner connections, pump stations, and conveyance. Town staff is working with the Town Attorney to develop a draft to be shared with property owners this spring.
- Wastewater Treatment Facility Emergency Response Plan
 - RCAP Solutions developed a first draft Emergency Response Plan (ERP) and Vulnerability Assessment for Waitsfield's Wastewater Treatment Facility in late February. This work is a condition of the Town's pending USDA Rural Development Loan for Waitsfield's Community Wastewater Project. RCAP Solutions undertook this work at no cost to the Town of Waitsfield, as it was included in RCAP's contract for technical assistance for disaster-related issues for community facilities.
- Wastewater Ordinance
 - The Waitsfield Water Commission is in the process of developing a draft Wastewater Ordinance for future consideration by the Waitsfield Selectboard. Water Commission members have experience in this realm, having authored the Water Ordinance currently in effect.
- Funding
 - CWSRF & ARPA
 - The VT Dept. of Environmental Conservation's Clean Water State Revolving Fund (CWSRF) and the American Rescue Plan Act (ARPA) have funded all engineering and design costs for the Waitsfield Community Wastewater Project and are set to fund the initial construction phase.
 - Due to the Town's ranking on Vermont's FFY25/SFY26 CWSRF Intended Use Plan, it qualifies for CWSRF construction loans. The town is also eligible for a 50% subsidy, up to \$1M in loan principal forgiveness, with a deadline of 6.30.26.
 - On 2.6, the Town of Waitsfield submitted a Project Priority List application to VT DEC for its FFY26/SFY27 Clean Water State Revolving Fund (CWSRF) funding cycle, which provides eligibility for CWSRF funding through the upcoming fiscal year (7.1.26-6.30.27). The results will be published in the State's corresponding IUP. A draft is expected this summer.
 - On 2.12, WCWP had a successful funding meeting with VT DEC Commissioner Sinsigalli and Water Infrastructure Division staff.
 - NBRC Catalyst Program
 - The Northern Border Regional Commission's (NBRC) Catalyst Program's fall 2025 funding round awarded Waitsfield \$1M of construction funding focused on connecting the Waitsfield

School to the broader infrastructure project. This was the third round in which the Town of Waitsfield submitted an application to this program to fund the Wastewater Project.

- The project is currently undertaking NEPA review by NBRC staff.
- USDA RD
 - On 8.27.25, the Town of Waitsfield was notified that it had been awarded a USDA RD grant of \$649,000 and a loan totaling \$7.552M.
- FY27 CDS
 - Applications are currently being developed for FY27 Congressionally Directed Spending requests from Vermont's three representatives, Rep. Balint, Sen. Welch, & Sen. Sanders. The requests focus on EPA STAG Clean Water SRF funding to be applied directly to the construction of the Waitsfield Community Wastewater Project.
- Community Outreach
 - MRVPD & Town staff are in the process of updating the Community Wastewater Project page on the Town of Waitsfield website: <https://www.waitsfieldvt.gov/departments/projects/wastewater>.
 - Town staff are coordinating outreach to property owners adjacent to the conveyance pipe between the service area and Munn Site.

Near-Term Activities

- Additional topographic surveying (3.30-4.3)
- Underground utility location work (4.2-3)
- D90 review & feedback (3.31)
- Munn Site tree clearing (early April 2026)
- State regulator & funder review of D90 (late April 2026)
- Final Design (6.1)
- Wastewater Ordinance discussions (Summer 2026)
- Bid Phase (Summer 2026)
- Construction (Fall 2026)

Edits to the Waitsfield Community Wastewater page:
<https://www.waitsfieldvt.gov/departments/projects/wastewater>

Edits starting with this section:

How: Construction & Operation

Construction and operation of the system are designed not to burden Waitsfield taxpayers. Instead, users will share the cost after deducting grants. The Town is actively pursuing federal and state grants and a federal loan to be repaid through affordable user rates.

Planning and design have been ongoing since 2021, and transitioned into Final Design in January 2024.

Project design completion, including final permitting approvals, is targeted for June 2026. Prior to design completion, additional topographic survey and underground utility verification will occur throughout spring 2026.

The wastewater treatment facility and disposal system at the Town-owned Munn Site will require clearing approximately 2.5 acres of trees. Tree clearing at this site is scheduled to occur before April 15, 2026 to meet funding and environmental requirements. Procurement is underway and nearby property owners are being notified.

The project will enter the Bid Phase in Summer 2026, with construction expected to start in fall of 2026.

Key Milestones

Bond Vote Success

On 6/11/24, the voters of the Town of Waitsfield passed a bond vote for the Community Wastewater Project by a margin of 3:1 (415 yes to 140 no). This served as a major project milestone, permitting the pursuit of federal and state funding to proceed with the project.

Final Design Phase Progress

Building on progress made through summer 2024, the Waitsfield Community Wastewater Project has continued advancing through the final design phase, with ongoing work on design development, property owner coordination, permitting, and funding. The overall project approach remains unchanged: a wastewater collection system serving Irasville and Waitsfield Village, paired with a multi-stage treatment facility and in-ground disposal of approximately 89,000 GPD at the Town-owned Munn site. In August 2024, the Town and DuBois & King executed Amendment #3 to the Engineering Services Agreement, formally advancing the project through final design, including engineering, permitting, cost estimating, and preparation of construction documents.

Dubois & King is now on track to complete the 90% design (D90) set by the end of March 2026. This submission will include the full project design, encompassing both the wastewater treatment facility and the collection system. Following review by the Waitsfield Community Wastewater Project Team, the D90 set will be shared with VTrans, DEC, the Division for Historic Preservation, and project funders, with permitting approvals anticipated as part of that process. Final design completion, including all permitting, is targeted for June 2026.

Additional Topographic Surveying

While most topographic survey work was completed in 2024, additional surveying is scheduled for the end of March 2026 to support recent design refinements, including realignment of the conveyance pipe along Slow Road (instead of VT 100) and incorporation of additional service connections. Affected landowners have been notified.

Underground Utility Location Work

In early April 2026, Dubois & King will conduct subsurface utility locating at proposed pump station sites (Fiddler's Green, Upper Irasville, Bridge Street, and Waitsfield School) to confirm existing conditions and identify any potential conflicts with final design. Property owners have been contacted in advance.

Tree list

Additionally, Dubois & King has developed an updated inventory of trees potentially affected by construction, including those along the main conveyance route and individual service connections. This list was reviewed in coordination with the Waitsfield Tree Board to identify significant trees for potential avoidance. Design adjustments are being explored to minimize impacts where feasible. Many ash trees were not prioritized for avoidance due to expected removal associated with Emerald Ash Borer.

Munn Site & Tree Clearing

The treatment facility and disposal system will be located on the Town-owned Munn Site at the intersection of Kingsbury Road and VT 100. The facility structure will be sited at the rear of the open field, with approximately 2.75 acres designated for subsurface disposal. Development of the disposal area requires clearing roughly 2.5 acres of trees. To comply with funding requirements and protect sensitive wildlife habitat, tree clearing must occur before April 15. Procurement for this work is underway, and adjacent property owners will be notified.

Easements

The project will require permanent easements and user agreements for system connections, pump stations, and conveyance infrastructure. Town staff are working with legal counsel to develop draft agreements for distribution to affected property owners this spring.

Priority Parcel-Owner Outreach

Since mid-January 2026, approximately 70 priority parcel site visits have been conducted with parcel owners to share project updates, gather field data to inform final design, and discuss anticipated connections.

Wastewater Treatment Facility Emergency Response Plan

RCAP Solutions developed a first draft Emergency Response Plan (ERP) and Vulnerability Assessment for Waitsfield's Wastewater Treatment Facility in late February. This work is a condition of the Town's pending USDA Rural Development Loan for Waitsfield's Community Wastewater Project. RCAP Solutions undertook this work at no cost to the Town of Waitsfield, as it was included in RCAP's contract for technical assistance for disaster-related issues for community facilities.

Wastewater Ordinance

The Waitsfield Water Commission is in the process of developing a draft Wastewater Ordinance for future consideration by the Waitsfield Selectboard. Water Commission members have experience in this realm, having authored the Water Ordinance currently in effect.

Project Funding Update

The Waitsfield Community Wastewater Project has secured significant funding to support both design and early construction. The Vermont Department of Environmental Conservation's Clean Water State Revolving Fund (CWSRF) and the American Rescue Plan Act (ARPA) have funded all engineering and final design costs and are expected to support the initial construction phase.

In mid-September 2024, The Vermont Department of Environmental Conservation (VT DEC) notified the town of Waitsfield that it had been awarded \$2,508,085 in State American Rescue Plan Act (ARPA) Village Water & Wastewater (VWWW) Initiative funding. The town's selection for this award is partly due to the project's status on the 2025 Project Priority List. This grant will pay for the entirety of the project's final design activities through biddable contract documents (ESA Amendment #3) and be available for construction. All ARPA and VWWW funding must be spent by 9/30/26.

Due to the Town's strong ranking on Vermont's FFY25/SFY26 CWSRF [Intended Use Plan \(IUP\)](#), the project qualifies for CWSRF construction financing, including eligibility for a 50% subsidy and up to \$1 million in loan principal forgiveness, with a deadline of June 30, 2026. The IUP addresses critical program details, including discussions of Project Priority Lists and subsidies, loan forgiveness, and loan terms. To maintain funding eligibility, the Town submitted a new Project Priority List application to VT DEC on February 6, 2026 for the FFY26/SFY27 funding cycle; results are anticipated in the next IUP draft, expected this summer.

Additional funding efforts have been successful across multiple programs. The Northern Border Regional Commission (NBRC) Catalyst Program awarded the Town \$1 million in fall 2025 to support connections to Waitsfield School; the project is currently undergoing NEPA review. The Town has also secured a USDA Rural Development package, including a \$649,000 grant and a \$7.552 million loan.

Looking ahead, the Town is preparing applications for FY27 Congressionally Directed Spending requests through Vermont's federal delegation, seeking EPA STAG Clean Water SRF funding to further support construction of the project.

Near-term Activities:

- D90 review & feedback (March - April 2026)
- Additional topographic surveying (March - April 2026)
- Underground utility location work (April 2026)

- Munn Site tree clearing (early April 2026)
- State regulator & funder review of D90 (late April 2026)
- Final Design (June 2026)
- Wastewater Ordinance discussions (Summer 2026)
- Bid Phase (Summer 2026)
- Construction (Fall 2026)



Whitney Tree Service
PO Box 705 Waitsfield, VT 05673

Proposal #8934

Created: 11/11/2025

From: Adam

WHITNEY TREE SERVICE

Proposal For

York Haverkamp

4144 Main St.

Attn: York Haverkamp
Waitsfield, VT 05673

main: (802) 496-2780
townadmin@gmavt.net

Location

4144 Main St
Waitsfield, VT 05673



Waitsfield Waste Water Project

Terms

Due on receipt

| ITEM DESCRIPTION | QUANTITY | UNIT PRICE | AMOUNT |
|--|----------|--------------|--------------|
| <p>1) Com-General tree work Clear area of vegetation within blue flagging.</p> <p>Fell all of the trees and chip the brush.</p> <p>A 20' buffer of trees will be left to the north.</p> <p>The stumps will be cut low.</p> <p>The firewood logs will be left for the community firewood fund. The other logs will be piled neatly.</p> <p>The wood chips will be neatly piled and/or lightly spread.</p> | 1 | \$ 19,500.00 | \$ 19,500.00 |

All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing. Balances not paid by the due date are subject to late fees.

| | |
|--------------|---------------------|
| SUBTOTAL | \$ 19,500.00 |
| TOTAL | \$ 19,500.00 |





| ID | DESCRIPTION | COLOR |
|----|-------------|---|
| 1 | |  |

Terms and Conditions

Below are our terms and conditions, which apply to each job, unless otherwise noted.

Please don't hesitate to notify of any questions or concerns.

It is agreed by and between Whitney Tree Service and the authorizing party (customer and/or customer's agent) that the following provisions are made as part of each contract:

Completion of Contract: Whitney Tree Service agrees to do its best to meet any agreed upon performance dates, but shall not be liable in damages or otherwise for delays because of inclement weather, labor, or any other cause beyond its control; nor shall the authorizing party be relieved of completion for delays.

Safety: Whitney Tree Service warrants that all arboricultural operations will follow the latest version of the ANSI Z133.1 industry safety standards. The authorizing party agrees to not enter the work area during arboricultural operations unless authorized by the crew leader on-site.

ANSI A300: ANSI A300 are voluntary industry consensus standards based on current research and sound practice for writing specifications to manage trees, shrubs, and other woody plants. Our work is done in accordance with ANSI A300 Tree Care Standards, unless otherwise noted.

Media Release: Whitney Tree Service occasionally takes pictures and records video and/or sound during particular jobs to be used for training and promotional purposes. The authorizing party grants Whitney Tree Service the right to use, publish, and reproduce pictures, video, and sound recordings in any and all media formats for any and all purposes. In addition, the authorizing party waives the right to receive any payment from Whitney Tree Service for use of this media.

Permits: Unless we have been contracted to do so, or it was agreed upon as part of the scope of a project, we will not be responsible for obtaining permits. You will need to do this. This is something we are able to do for you, but it will require additional fees for the permits.

1. Contract Documents: The Contract includes these Terms and Conditions, together with the Quote, any Change Order(s), and the Invoices (collectively as the "Contract").

2. Customer: Unless otherwise agreed to, the Customer is the person to whom the proposal is addressed, along with his/her employer or principal. Customer warrants that he/she is fully authorized to contract and bind his employer/principal to this Contract.

3. Change Orders. Upon request of the Customer, or as determined by Whitney Tree Service as necessary to the safe and timely completion of the work, additional work may be added to or subtracted from the scope of work in the Proposal (or any other Change Order) by written Change Order, and the Customer shall be responsible for payment of all such additional work as provided in the Change Order or as provided herein.

4. Insurance: Whitney Tree Service is fully insured with general liability and all employees are covered by worker's compensation. Proof of insurance can be verified by requesting a Certificate of Insurance.

5. Minimum Visit Charge: Whitney Tree Service charges a minimum of \$450 to do tree work. While lower amounts may appear itemized in the proposal, they cannot be selected individually.

6. Tree Ownership: Customer warrants that all trees/stumps listed or referred to in the Proposal, in any communication by customer, and any Change Order are either:

1. Located on the customer's property and/or
2. Customer has received full written permission from the owner to enter into this contract.

Should any tree/stump be mistakenly identified as to ownership, the customer agrees to indemnify Whitney Tree Service for any damages or costs incurred as a result thereof pursuant to the indemnity provision herein. If written permission is required, Whitney Tree Service will need the contact number for the tree owner.

7. Work Zone: The Work Zone shall include all areas used and to be used by Whitney Tree Service in the performance of the work, including all areas needed for mobilization, access, hauling, boom swing, ingress and egress. Customer warrants that the Work Zone is either: (1) located on the Customer's property; and/or (2) located on another's property and the Customer has received full permission from the other property owner to enter into this Contract and to conduct work on that property.

8. Stump and Root Grinding/Removal: Stumps will be ground to a depth of between 6-8" unless another specification is provided in the Proposal or Change Order. Unless otherwise agreed to in the Proposal or a Change Order, the following are not part of the Contract unless an amount or a rate is specifically listed:

- a. Stump removal
- b. Removal of stump grindings
- c. Surface and subsurface roots.

9. Post Work Zone Condition: Upon completion of the work, Whitney Tree Service shall remove all brush and debris from the work zone, and rake to clean the work site. Excess sawdust that cannot be raked will not be removed. Unless other agreements have been made.

10. Locates: Dig Safe will be called for your stump grind, if there are lines buried such as electrical done by the homeowner, water features, invisible pet fences, or other lines not related to the companies contacted by Whitney Tree Service Call Before You Dig, please inform us. We are not responsible for buried lines we cannot see.

11. Customer's Work Zone Responsibilities:

a. Map: Customer shall provide an adequately and accurately detailed map and on-site location of all man-made elements within the Work Zone, including but not limited to: septic tanks and leach fields, sprinklers and sprinkler heads, drain lines, invisible fences, underground

cables/wires, and any known hazards (including insects, pests, and pets). If map is available, Whitney Tree Service will make every effort to avoid contact with our machines or we can adjust the work to eliminate items that may come too close to the concealed utility or other item.

b. Work Zone Entry: Customer agrees not to enter the Work Zone during the performance of the work unless authorized by the crew leader on-site. Customers further agree to keep the Work Zone free and clear from all employees, family members, children, and pets. Whitney Tree Service is not responsible for pets getting out of any enclosure.

c. Work Zone Clearing: Customers shall remove all toys, furniture, decorations, swing sets, ornaments, potted plants, birdhouses, lighting, wind chimes, flags, hammocks, tree swings, and any other items of value from the Work Zone prior to commencement of the work. If you cannot move some of these items in advance, require our help, or simply do not complete this process then you automatically waive the right to hold us accountable for damage to them.

12. Delays/Costs Due to Customer Failure, Unforeseen Conditions, or Conditions Outside Whitney Tree Service's Control: Any additional work, work time, or equipment needs required to complete the Contract, caused by any reason, including the Customer's failure complete their responsibilities herein, or caused by unforeseen conditions or conditions outside or beyond Whitney Tree Service's control, will be the responsibility of Customer and shall be paid for by the Customer on a time and material basis at Whitney Tree Service's customary rates or as required by any subcontractor of Whitney Tree Service. These conditions may include, but are not limited to: insects, animals, harmful plants/fungi/organisms, Work Zone access issues, additional work needed to access the Work Zone or within the Work Zone due to changes, foreign material in trees and stumps, and changed conditions within the Work Zone (chicken coops, livestock farms or landscape changes) after the date of the Proposal or Change Orders. **Example:** A fee of \$40 may be charged to replace a saw chain from hitting metal in a tree.

13. Lawn & Surfaces Damage/Repair: Whitney Tree Service will attempt to minimize all disturbances to the customer's lawn and surfaces. However, Whitney Tree Service must utilize vehicles and equipment to perform tree care services. Whitney Tree Service shall not be liable for damages to landscaping, sod or plant material in the execution of its work or causes beyond their control (Examples: Ruts in yard due to wet conditions, limbs falling on flower beds, cracking of paved surfaces and/or sidewalk due to weight of trucks/equipment etc.)

14. Working with Nature: Trees and plants are natural, living organisms affected by factors beyond human control. No guarantee on trees, plants or general landscape safety, health or condition is expressed or implied.

15. Treatments, Fertilization and Plant Health Care: Whitney Tree Service provides no warranties or guarantees as to the effectiveness or success of any tree or plant treatments. If we recommend treatment, it is because we think that the tree is a worthy candidate for treatment at that time.

16. Payment: Payment is due immediately upon completion of the work. In the event there are no extra charges or Change Orders, Customers shall pay the Contract price listed in the Proposal within seven (7) days of completion of the work or within (7) days of the invoice, whichever is first. If additional work is needed (by Change Order or as provided herein), Customers shall pay for such work within seven (7) days of receipt of the invoice. Failure to

remit full payment when due shall result in a \$50 late fee, plus interest at the rate of 1.8% per month. Whitney Tree Service is entitled to its costs and reasonable attorney fees and appellate attorney fees for collection. Any partial payments will be first credited to penalties, interest, costs and attorney fees before credit to principal.

17. Customer Cancellation: Whitney Tree Service requests that the authorizing party provide at least 24 hours advance notice for cancellation. If a crew has been dispatched to the job site, the customer will be assessed a mobilization fee of \$250.00 for incurred expenses. Cancellation fees may apply to any notice less than 24 hour notice.

18. Insurance/Indemnity: Whitney Tree Service possesses insurance that provides coverage in the event of injury to persons or property arising directly from the negligence of Whitney Tree Service and/or its employees. Further, all of the employees of Whitney Tree Service are covered by Worker's Compensation Insurance. Once the work subject to this contract has been completed by Whitney Tree Service, customer/owner agrees to indemnify and hold harmless Whitney Tree Service, its employees, and its agents for any injury, loss, or expense in any way related to services performed under this contract, other than as expressly set forth above. In no event shall Whitney Tree Service be liable to customer/owner for any damages of any sort that occur more than six (6) months after the scope of work subject to this contract has been completed, regardless of whether the damages arise from the work performed by or at the direction of Whitney Tree Service. The parties herein further agree that in no instance can the customer/owner seek damages in excess of Whitney Tree Service applicable policy liability.

19. Animal Waste: Your yard must be free of all animal waste when the crew arrives as they will be running ropes and rigging gear on the ground and when those items are contaminated it can cause delays, safety issues, and in extreme cases even cancellations of work. When necessary Whitney Tree will refuse the cleanup portion of the project, and amend the price if appropriate. A cleaning surcharge of \$150 will be applied as needed.

20. Rakings: Sawdust, twigs, leaves, needles, small chunks of wood will be raked up and hidden onsite as deemed appropriate.

21. Estimate Valid for 30 days: Estimate is for all work to be done at the same time. Any last minute changes to the work order may be subject to a \$150.00 fee.

Thank you!

Farr's Tree Service, LLC
P.O. Box 6
Waterbury, VT 05676
802-244-8481
farrstreeservice@yahoo.com

| | |
|-------------|-------------------|
| <i>Date</i> | <i>Estimate #</i> |
| 3/26/2026 | 4491 |

| |
|--|
| <i>Customer Information:</i> |
| Town of Waitsfield York Haverkamp 4144 Main St Waitsfield, VT 05673 |

| |
|---|
| <i>Driving Directions:</i> |
| Munn Site Kingsbury Rd Waitsfield, VT |

| <i>Work to be performed:</i> | <i>Total</i> |
|---|---------------------|
| Community Waste Water Project Site shown to Adam & Dan of Farr's Tree Service by Bob Cook and York Haverkamp Removal of all trees inside area marked with blue stakes. Wood chip to remain on site. Some firewood logs will be piled and remain on site as was discussed with York. | 0.00 30,000.00 |

* please note all prices listed above include chipping of all brush and smaller wood debris associated with the above listed tree work. All logs and chips will be removed from property unless other wise specified.

WE PROPOSE hereby to furnish material and labor - complete in accordance with the above specifications, for the sum listed above.

Estimates are valid for 6 months from the date on the written proposal

We accept cash, check, Visa, or Mastercard. Payment is due upon completion of the work unless other arrangements have been made prior to work commencing.

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. You can either return this written proposal via mail or reply with an email stating you accept the proposal as written.

Date of Acceptance _____ ***Signature*** _____

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will become an extra charge over and above estimate. We are fully insured and will happily provide a Certificate of Insurance upon request.

Cut and remove all round wood 4" and greater from the site, cut all stumps 12" and lower. Brush and limbs to be left on site.

Labor and materials charge - \$16,000

Equipment mobilization -\$1,500

Trucking of wood products - no charge.

Total project cost -\$17,500

Work to be completed by April 15th, unless time extension is needed due to adverse weather conditions.

Grahm – Vermont green wood

JOB CONTRACT

To: Town of Waitsfield

Date: 3/25/26

Job Name location: Kingsbury Rd, Waitsfield Vt

JOB DESCRIPTION:

Mobilization/General Conditions \$658

Clear lot, Burn brush on site. \$22,276

Exclusions:

No Stumping

Brush burned on-site.

Any export of firewood or saw logs done at expense of others not Town or Kingsbury Companies

All permits and fees are the responsibility of the owner

All credit card payments will be charged a 3% processing fee.

JOB CONTRACT: \$ 22,934



KINGSBURY

INTEGRITY • ADAPTABILITY • EFFICIENCY

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

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

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

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

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

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

OWNER

DATE

OWNER

DATE

SUBMITTED BY

KINGSBURY COMPAINIES, LLC.

DATE



Waitsfield Community Wastewater Disposal Area Tree Clearing

3/19/2026

Hello,

This proposal is regarding the tree clearing project for the Town of Waitsfield for the wastewater treatment facility that York Haverkamp has provided me with details on who requested a bid to complete the work.

My name is Mike King, and I work for Long View Forest which is an employee-owned company established in 1999 based in Hartland, Vermont. We provide comprehensive forestry services, timber harvesting, trail building, clearing, and invasive plant control with the mission to provide and support exceptional forestry in the greater Connecticut River Valley of Vermont, New Hampshire, and Massachusetts.

For the scope of work here, I am proposing to execute this work using a tracked tree harvester and a forwarder. The tree harvester will fell and process all the trees to merchandise log products we have markets for and pile the remaining debris. The forwarder will then be used to haul all the logs out to where they can be picked up with a log truck and hauled away. The forwarder will also haul all the brush to a location just outside of the proposed work area to be neatly piled and left to decompose. I have located an area that is on the property but out of sight that should have no impact on any other aspect of the project and will reduce the timing of the project along with the cost. This system will not require any landing area that needs to be constructed and has a light impact on the ground.

The fixed price for the completion of this scope of work is \$11,000, which covers all costs associated with the project as reviewed with York Haverkamp. Changes to this scope of work or additional needs beyond the original scope of work can be priced as needed.

If awarded this project the work would be completed by April 15th, 2026, aside from any unexpected weather events that could impact our ability to perform this work.

Thank you for reaching out and giving us an opportunity to bid on this project.

Mike King
Contracting Division Manager
Long View Forest



Black Bear Tree Solutions

304 Palmer Hill Road | Waitsfield, Vermont 05673
(802) 560-5892 | blackbeartreesolutions@gmail.com |
www.blackbeartreesolutions.com

RECIPIENT:

Town of Waitsfield - York Haverkamp

4144 Main Street
Waitsfield, Vermont 05673

SERVICE ADDRESS:

4144 Main Street
Waitsfield, Vermont 05673

| Estimate #56 | |
|--------------|-------------------|
| Sent on | _____ |
| Total | \$2,000.00 |

| Product/Service | Description | Qty. | Unit Price | Total |
|-----------------|-------------|------|------------|-------|
|-----------------|-------------|------|------------|-------|

| | | | | |
|---|--|---|------------|------------|
| Clear Cut Site for Septic Area - DAY RATE | We will proceed with the clear-cutting of all trees and undergrowth in the designated area, approximately 2.6 acres. Stumps will be cut as low as possible to ensure a clean finish. | 1 | \$2,000.00 | \$2,000.00 |
|---|--|---|------------|------------|

All brush and debris will be burned on-site, pending the acquisition of a burn permit. Logs will either be burned or transported off-site, depending on their quality. Additionally, we will leave a pile of firewood consisting of 10-12 foot logs for the town's benefit.

We anticipate that this project will require 10 to 12 days to achieve a high-quality final product. Full access to the property and field is required.

The pricing for this project is based on a daily rate.

| | |
|----------------|--|
| Chipper Option | All brush will be chipped on-site at the job location. The chips will be blown back into the wooded area. Logs will be neatly stacked in piles along the edge of the flagged area. |
|----------------|--|

While chipping is a viable option, it requires significantly more time, labor, and fuel for virtually the same final product.

Additional cost for chipping is \$1,000 per day, which will extend the overall duration of the project. The pressing time window would be missed and the project would be delayed until October.

| | |
|--------------|-------------------|
| Total | \$2,000.00 |
|--------------|-------------------|

This quote is valid for 30 days or until changes are requested

Emerson And Sons Logging, LLC
 2601 Scott Hwy.
 Groton, VT 05046
 802.272.4039



ESTIMATE 3/17/26

| | | |
|-------------------------------|---------|----------------------------------|
| BILL TO | SHIP TO | PROJECT |
| TOWN OF WAITSFIELD VERMONT | | TREE CLEARING ON WASTEWATER SITE |

| QUANTITY | DESCRIPTION | UNIT PRICE | TOTAL |
|----------|--|--------------------|-------------|
| 1 | Price includes clearing trees within the prescribed area for the wastewater system. Harvested wood will be removed from property. Timber Contract will be provided and Certificate of Insurance. | | \$10,000.00 |
| | Availability: 3/23/26 Duration: 2-3 days | | |
| | | Total: \$10,000.00 | |

March 25, 2026

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

RE: Proposal for Phase I Environmental Site Assessment Additional Services - 47002
Agreement for Conceptual Design and Cost Estimating Services for the Waitsfield
Town Garage
BLC Project No. 25308

Dear York,

As discussed with Town of Waitsfield representatives, Bread Loaf Corporation herein submits a proposal for Phase I Environmental Site Assessment (ESA) Additional Services for consideration, approval and authorization to proceed in accordance with the Agreement for Conceptual Design and Cost Estimating Services for the Waitsfield Town Garage.

KAS Environmental Science & Engineering (KAS), working as a consultant for Bread Loaf Corporation, shall provide Phase I ESA services for the proposed Waitsfield Town Garage project. Phase I ESA services, as provided by KSA, shall be in accordance with the attached KSA Proposal dated March 19, 2026 and the following:

- 1) Phase II ESA scope of work and associated costs are not included in Phase I ESA Additional Services – 47002.
- 2) Phase II ESA scope of work shall be determined upon completion of Phase I ESA.
- 3) Phase II ESA cost of work shall be based upon the hourly rates and unit prices shown in the KSA Proposal referenced herein.
- 4) Abatement of hazardous materials or environmental hazards and costs associated with abatement of hazardous materials or environmental hazards are excluded.

The proposed additional services fee for Phase I Environmental Site Assessment (ESA) Additional Services is Three Thousand One Hundred Seventy Four dollars (\$3,174.00) as itemized below.

| | | | |
|-------------------------------------|------------|----------------------------|------------|
| KAS Services | \$1,800.00 | times a multiplier of 1.15 | \$2,070.00 |
| James Pulver, VP of Architecture | 4 hr. | \$179.00/hr. | \$716.00 |
| Mitch Hager, Designer Level 1 | 4 hr. | \$97.00/hr. | \$388.00 |
| <hr/> | | | |
| Total | | | \$3,174.00 |

If the Town of Waitsfield deems this proposal to be acceptable, please provide an authorized signature at the space provided below indicating acceptance of the proposal and authorization for Bread Loaf Corporation to proceed with Phase I Environmental Site Assessment (ESA) Additional Services.

Please contact me at 802-388-9871 if there are any questions regarding this additional services proposal.

Sincerely,

Jim Pulver
Vice President of Architecture

Encl: KAS Proposal

cc: Anna Herman, BLC
Kim Hoff, BLC
File

Signature of Approval and Authorization
Town of Waitsfield

By: _____

Title: _____

March 25, 2026

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

RE: Proposal for Geotechnical Engineering Additional Services - 47001
Agreement for Conceptual Design and Cost Estimating Services for the Waitsfield
Town Garage
BLC Project No. 25308

Dear York,

As discussed with Town of Waitsfield representatives, Bread Loaf Corporation herein submits a proposal for Geotechnical Engineering Additional Services for consideration, approval and authorization to proceed in accordance with the Agreement for Conceptual Design and Cost Estimating Services for the Waitsfield Town Garage.

S.W. Cole Engineering, Inc. (SWCE), working as a consultant for Bread Loaf Corporation, shall provide Geotechnical Engineering for the proposed N Waitsfield Town Garage project. The Geotechnical Engineering services, as provided by SWCE, shall be in accordance with the attached SWCE Proposal dated, March 17, 2026 and the following:

- 1) Excavation of Test Pits and evaluation of Test Pits for design of Wastewater treatment system shall be provided by others.
- 2) Town of Waitsfield representatives and BLC shall collaborate in preparation a dimensioned plan of underground utilities and structures prior to commencement of site exploration.
- 3) Underground utility locator services as may be necessary to confirm and mark private underground utilities prior to commencement of site exploration shall be provided by others.
- 4) Abatement and costs associated with hazardous materials or environmental hazards encountered during execution of site exploration are excluded.

The proposed additional services fee for Geotechnical Engineering Additional Services is Twenty Nine Thousand Four Hundred Thirty Seven dollars (\$29,437.00) as itemized below.

| | | | |
|-------------------------------------|-------------|-------------------------------|-------------|
| SWCE Services | \$24,300.00 | times a multiplier of 1.15 | \$27,945.00 |
| James Pulver, VP of Architecture | 4 hr. | \$179.00/hr. | \$716.00 |
| Mitch Hager, Designer Level 1 | 8 hr. | \$97.00/hr. | \$776.00 |
| <hr/> | | | |
| Total | | | \$29,437.00 |

If the Town of Waitsfield deems this proposal to be acceptable, please provide an authorized signature at the space provided below indicating acceptance of the proposal and authorization for Bread Loaf Corporation to proceed with Geotechnical Engineering Additional Services.

Please contact me at 802-388-9871 if there are any questions regarding this additional services proposal.

Sincerely,

Jim Pulver
Vice President of Architecture

Encl: SWCE Proposal

cc: Anna Herman, BLC
Kim Hoff, BLC
File

Signature of Approval and Authorization
Town of Waitsfield

By: _____

Title: _____

Waitsfield Town Garage

Environmental Survey Services - Proposal Review

March 25, 2026

Two Environmental Consultant Proposals were received in response to five Request for Proposals that were sent to various consulting firms.

A summary of BLC's review of received Environmental Consultant Proposals is shown below.

| Firm and Contact | Phase I ESA Fee | Phase II ESA Fee | Assumptions, Qualifications or Exclusions | Notes | Proposed Project Schedule |
|---|--|--|---|---|--|
| KAS Jeremy Roberts, P.G. (o): 802.383.0486 x. 1 | \$1800 Lump Sum Includes Phase I ESA and initial building material screening | Proposal includes requested break down of potential scope and unit costs for Phase II ESA | Laboratory analysis by subcontractor Underground utility locating by subcontractor Phase II ESA Scope of work shall be determined upon completion of Phase I ESA Propose meeting upon completion of Phase I ESA to review Report, proposed scope of work and schedule for Phase II ESA | Currently adequately staffed to dedicate necessary time and resources to perform this work in a timely manner Can complete all aspects of work in-house except for underground utility locating and lab analysis Recently completed several similar Phase I/II ESA Projects for VT Municipalities (references available) Well-suited to perform additional services beyond Phase II for the Town should contamination be discovered (i.e. corrective action planning and implementation) KAS owns a Geoprobe Drill and can complete drilling work for Phase II ESA quickly upon approval Civil Engineering and Demolition Specifications Services can be made available upon approval Insurance coverage meets requirements | If Notice to Proceed is provided by March 27, 2026 Phase I ESA Completed: 4/10/26 Phase II ESA Scope Developed: 4/17/26 Hazards/ESA Testing Completed: 5/01/26 Evaluation/Reporting Completed: 5/29/26 Prepared to work quickly but allotted time to complete Phase II ESA reporting is tight. Assuming Phase II ESA fieldwork stays on schedule, it is feasible to have Phase II ESA Reporting done by 5/29/26 |
| Weston & Sampson Lee Rosberg, P.G. (cell): 802.309.1629 | Task 1 - Phase I ESA: \$3,000 Lump Sum Additional cost for Title and Judicial Records Review \$700 Based on review the comparable Phase 1 ESA Fee is \$3,700 | Proposal includes work indicated as Task 2 Phase 1 ESA - Hazardous Building Materials Assessment (HBMA) \$3,355 (T&M w NTE) Proposal includes requested break down of potential scope and unit costs for Phase II ESA | Proposed potential changes to contract language (see transmittal email) Phase II ESA Scope of work shall be determined upon completion of Phase I ESA HBMA subcontracted to K-D Associates | Anticipates Recognized Environmental Conditions (RECs) will be identified Will provide guidance regarding Phase II ESA considerations and can support Town's entry into BRELLE program if desired Drilling subcontractor is capable of performing both Environmental and Geotechnical borings with same rig if schedule overlaps resulting in potential savings on drilling fees Insurance coverage meets requirements Proposed changes to contract language may not be acceptable | Will provide draft Phase I ESA Report within 3 weeks of executing contract Proposed schedule for execution of Phase II ESA services are not included in the Proposal |



Waitsfield Town Garage

Schedule for Conceptual Design and Estimating Services

December 17, 2025

Revised March 25, 2026

● Meeting with Owner/Milestone Date

| Tasks/Deliverables | Milestone Date(s) | Duration (Working Days) | Dec '25 | Jan '26 | Feb | March | April | May | June | July | August | Sept | Oct | Nov |
|---|---------------------------------|-------------------------|---------|---------|-----|-------|-------|-----|------|------|--------|------|-----|-----|
| Execution of Proposal | December 31, 2025 | | | ● | | | | | | | | | | |
| 1.1 Review and Update Program Information | Feb 10, 2026 - Feb 23, 2026 | 10 days | | | ■ | | | | | | | | | |
| Kick-Off Meeting | Feb 10, 2026 | | | | ● | | | | | | | | | |
| 1.2 Document and Review Existing Conditions | Feb 17, 2026 - March 9, 2026 | 15 days | | | ■ | ■ | | | | | | | | |
| Meeting to Review Parameters and Constraints | March 10, 2026 | | | | | ● | | | | | | | | |
| 1.3 Preliminary Code and Permitting Evaluation | March 10, 2026 - March 23, 2026 | 10 days | | | | ■ | | | | | | | | |
| 1.4 Conceptual Design | March 24, 2026 - April 27, 2026 | 25 days | | | | | ■ | ■ | ■ | | | | | |
| Meetings to Review Conceptual Plan Alternatives | April 7, 2026 & April 28, 2026 | | | | | | ● | ● | | | | | | |
| 1.4.2 Environmental Survey Services | | | | | | | | | | | | | | |
| Approve Additional Service for Environmental Survey | March 27, 2026 | | | | | ◆ | | | | | | | | |
| KSA Proposal | | | | | | | ■ | ■ | ■ | ■ | | | | |
| KSA Phase I ESA | April 10, 2026 | | | | | | ■ | | | | | | | |
| KSA Phase II Scope Developed | April 17, 2026 | | | | | | ■ | | | | | | | |
| KSA Hazard/ESA Testing Completed | May 1, 2026 | | | | | | | ■ | | | | | | |
| KSA Evaluation/Report Completed | May 29, 2026 | | | | | | | ■ | ■ | ■ | | | | |
| W&S Proposal | | | | | | | | ■ | ■ | ■ | ■ | | | |
| W&S Draft Phase I Task 1 ESA Report | 3 weeks for NTP | | | | | | ■ | | | | | | | |
| W&S Phase I Task 2 HBMA Assessment | TBD | | | | | | | ■ | ■ | ■ | | | | |
| W&S Phase II ESA | TBD | | | | | | | | ■ | ■ | ■ | | | |
| 1.5 Prepare Total Project Budget and Project Schedule | April 28, 2026 - May 25, 2026 | 20 days | | | | | | ■ | ■ | ■ | | | | |
| Meeting to Review Total Project Budget and Project Schedule | May 26, 2026 | | | | | | | | ● | | | | | |
| 1.6 Prepare Final Presentation Materials | May 27, 2026 - June 23, 2026 | 20 days | | | | | | | ■ | ■ | ■ | | | |
| Meeting to Review Final Deliverables | June 23, 2026 | | | | | | | | | ● | | | | |
| Participation in Public Meetings | Dates to be Determined | | | | | | | | | | | ● | ● | |



Waitsfield Town Garage

Geotechnical Services Proposal Review

March 25, 2026

Four Geotechnical Engineering Proposals were received in response to four Request for Proposals that were sent to various consulting firms. A summary of BLC's review of received Geotechnical Engineering Proposals is shown below.

| Firm and Contact | Fee | Assumptions, Qualifications or Exclusions | Notes | Proposed Project Schedule |
|--|---|--|---|---|
| GeoDesign Jacob Wimett, P.E. (cell) 802.272.7669 | \$29,480 Lump Sum Reimbursable Expenses are in addition to Lump Sum fee Typical Reimbursable Expenses are shown on the standard fee schedule If marking of private utilities is performed by GeoDesign include, \$275/hr including travel from Burlington area for this additional service | Require marking of private utilities prior to drilling Assumes 4 days for drilling 10 borings with any additional days of drilling provided at the rate of \$4,750 per day Proposal assumes the Town will dig the Test Pits Onsite source of water to fill water tanks will be available Environmental Services are not part of the scope Special handling or disposal of drill spoils excluded - assume spoils can be placed back into borehole, or spread onsite Assumed spread footings are feasible Scope does not include developing opinions of probable cost or estimates Slab details such as thickness, rebar and vapor barrier will be provided by others Drilling shall be sub-contracted Included one (1) ground water monitoring well to determine stabilized ground water level Additional Services beyond those outlined in proposed scope (develop Contract Documents, site visits during construction, etc.) shall be performed under separate contract Fee includes up to two hours of Principal Level time to attend virtual meeting(s) | GeoDesign has in-house soils testing lab | Based on timely Notice to Proceed, anticipate drilling to occur in early April Subsurface explorations completed in one week based on 4 days for soil borings and 1/2 day for test pits (Assume completion in mid-April) Anticipate 4 additional weeks to complete lab tests and reports (Assume completion in mid-May) Draft subsurface information can be provided in advance of report to keep project moving Final report by early May 2026 |
| M&W Soils Engineering Randy Rhoades, P.E. (o): 603.826.5873 | \$15,765 Lump Sum | Proposes Geotech & Wastewater investigations separated; recommend Septic Designer possibly work with M&W to review test pits to avoid future duplication Test Pits and Soil Evaluation for Wastewater design is excluded Any alternative foundation types would require specialty contractor involvement during design and construction Assumes 2 days for drilling to control budget estimate | Proposal does not provided detailed scope of work or schedule information | Assumes drilling during first half of April Assumes submittal of Geotechnical Report by end of first full week of May (May 8th) |
| Sanborn, Head & Associates, Inc. Shawn Kelley (cell) 413.695.1816 | \$27,000 Lump Sum | Proposal scope of work includes Utility Clearance and Exploration Planning and retention of private Utility Locating Contractor Proposal scope of work includes a Vermont certified Soil Evaluator to log test pits and document visual observations of soil texture and seasonal ground water, if present Infiltration testing at Test Pits is not included in the proposed scope of work Excavation and backfill of test pits shall be performed by the Town Proposal assumes 2 days for drilling 6 borings with no rate indicated for any additional days of drilling Bedrock coring is not included as part of the drilling program Costs associated with encountering hazardous materials or environmental hazards, including placement of contaminated soil or ground water in containers (drumming of soils) is not included in the scope of work Proposal assumes drill cuttings and water will be placed back into borehole, or left on ground surface adjacent to bore hole Final selection of Wastewater test pit locations to be determined by project Civil Engineer Proposal includes and is subject to SH Terms & Conditions Excluded annual subscription fees for registering / using any platform/portal required by client | | Schedule is dependent upon availability of drilling subcontractor Drilling subcontractor is assumed to be available in mid April 2 days of test borings 1 day of test pit excavations for WW eval |
| S.W. Cole Engineering, Inc. Tyler Demers, P.E. (cell) 603.833.0110 | \$24,300 Lump Sum | Proposal qualified by indicating BLC shall subcontract with a soil scientist to perform test pits and provide soil evaluation for wastewater treatment Test Pits and Soil Evaluation for Wastewater design is excluded Post-report consultation and construction phase services are not included Proposal includes and is subject to S.W. Cole Terms & Conditions Proposal is based on 10 borings Owner to provide dimensioned plan of underground structures and utilities | | Exploration work to begin within 2-3 week followings authorization to proceed Report to be provided within about 2 weeks following completion of exploration |

Waitsfield Town Garage

Schedule for Conceptual Design and Estimating Services

December 17, 2025

● Meeting with Owner/Milestone Date

Revised March 25, 2026

| Tasks/Deliverables | Milestone Date(s) | Duration (Working Days) | Dec '25 | Jan '26 | Feb | March | April | May | June | July | August | Sept | Oct | Nov |
|---|---------------------------------|-------------------------|---------|---------|-----|-------|-------|-----|------|------|--------|------|-----|-----|
| Execution of Proposal | December 31, 2025 | | | ● | | | | | | | | | | |
| 1.1 Review and Update Program Information | Feb 10, 2026 - Feb 23, 2026 | 10 days | | | ■ | | | | | | | | | |
| Kick-Off Meeting | Feb 10, 2026 | | | | ● | | | | | | | | | |
| 1.2 Document and Review Existing Conditions | Feb 17, 2026 - March 9, 2026 | 15 days | | | ■ | | | | | | | | | |
| Meeting to Review Parameters and Constraints | March 10, 2026 | | | | | ● | | | | | | | | |
| 1.3 Preliminary Code and Permitting Evaluation | March 10, 2026 - March 23, 2026 | 10 days | | | | ■ | | | | | | | | |
| 1.4 Conceptual Design | March 24, 2026 - April 27, 2026 | 25 days | | | | | ■ | | | | | | | |
| Meetings to Review Conceptual Plan Alternatives | April 7, 2026 & April 28, 2026 | | | | | | ● | ● | | | | | | |
| 1.4.1 Geotechnical Engineering Services | | | | | | | | | | | | | | |
| Approve Additional Service for Geotechnical Engineering | March 27, 2026 | | | | | ◆ | | | | | | | | |
| GeoDesign Proposal | | | | | | | ■ | | | | | | | |
| GeoDesign Subsurface Exploration | | | | | | | ■ | | | | | | | |
| GeoDesign Lab Tests and Report | | | | | | | ■ | | | | | | | |
| GeoDesign Final Report | | | | | | | ■ | | | | | | | |
| M&W Proposal | | | | | | | ■ | | | | | | | |
| M&W Subsurface Exploration | | | | | | | ■ | | | | | | | |
| M&W Lab Tests and Report | | | | | | | ■ | | | | | | | |
| M&W Final Report | | | | | | | ■ | | | | | | | |
| Sanborn Head Proposal | | | | | | | ■ | | | | | | | |
| Sanborn Head Subsurface Exploration | | | | | | | ■ | | | | | | | |
| Sanborn Head Lab Tests and Report | | | | | | | ■ | | | | | | | |
| Sanborn Head Final Report | | | | | | | ■ | | | | | | | |
| SW Cole Proposal | | | | | | | ■ | | | | | | | |
| SW Cole Subsurface Exploration | | | | | | | ■ | | | | | | | |
| SW Cole Lab Tests and Report | | | | | | | ■ | | | | | | | |
| SW Cole Final Report | | | | | | | ■ | | | | | | | |
| 1.5 Prepare Total Project Budget and Project Schedule | April 28, 2026 - May 25, 2026 | 20 days | | | | | | ■ | | | | | | |
| Meeting to Review Total Project Budget and Project Schedule | May 26, 2026 | | | | | | | | ● | | | | | |
| 1.6 Prepare Final Presentation Materials | May 27, 2026 - June 23, 2026 | 20 days | | | | | | | ■ | | | | | |
| Meeting to Review Final Deliverables | June 23, 2026 | | | | | | | | | ● | | | | |
| Participation in Public Meetings | Dates to be Determined | | | | | | | | | | | ● | ● | |



MEMORANDUM – LOAD RATING

To: Town of Waitsfield (Client)
4144 Main Street
Waitsfield, VT 05673

DATE: 19 March 2026 PROJECT No.: 631281

Attn: York Haverkamp
E: york.haverkamp@waitsfieldvt.gov
T: 802-496-2218

RE: Meadow Road Bridge
Structure #00024
C3008 over Mad River
Waitsfield, VT

VIA: Email Fax Post Other

PURPOSE & SCOPE

DuBois & King, Inc. (DK) was retained by the Town of Waitsfield (Town or Client) to perform a live load analysis of the subject bridge structure. DuBois & King, Inc. (DK) submitted a proposal (dated 16 Dec. 2025) to the above RFP.

This memorandum summarizes the current condition and load-carrying capacity of the Meadow Road Bridge and outlines potential paths forward for rehabilitation or replacement. The intent is to provide the Town with a clear understanding of the bridge’s limitations relative to modern use and to support near-term decision-making.

BRIDGE LOCATION

Meadow Road is an unpaved road that appears to be a direct East-West route between Main Street and North Road, which parallel one another. The Meadow Road bridge crosses the Mad River in the Town of Waitsfield, approximately 100 ft East of Route 100 (Main Street).

The next nearest river crossing to the North appears to be on State Route 100B, approximately 1 mile to the North of Meadow Road.

The next nearest river crossing to the South appears to be on Tremblay Road, approximately 2 miles to the South of Meadow Road. Tremblay Road also appears to be an unpaved road and the route from Meadow Road to Tremblay Road appears to require crossing a cover bridge over Pine Brook.

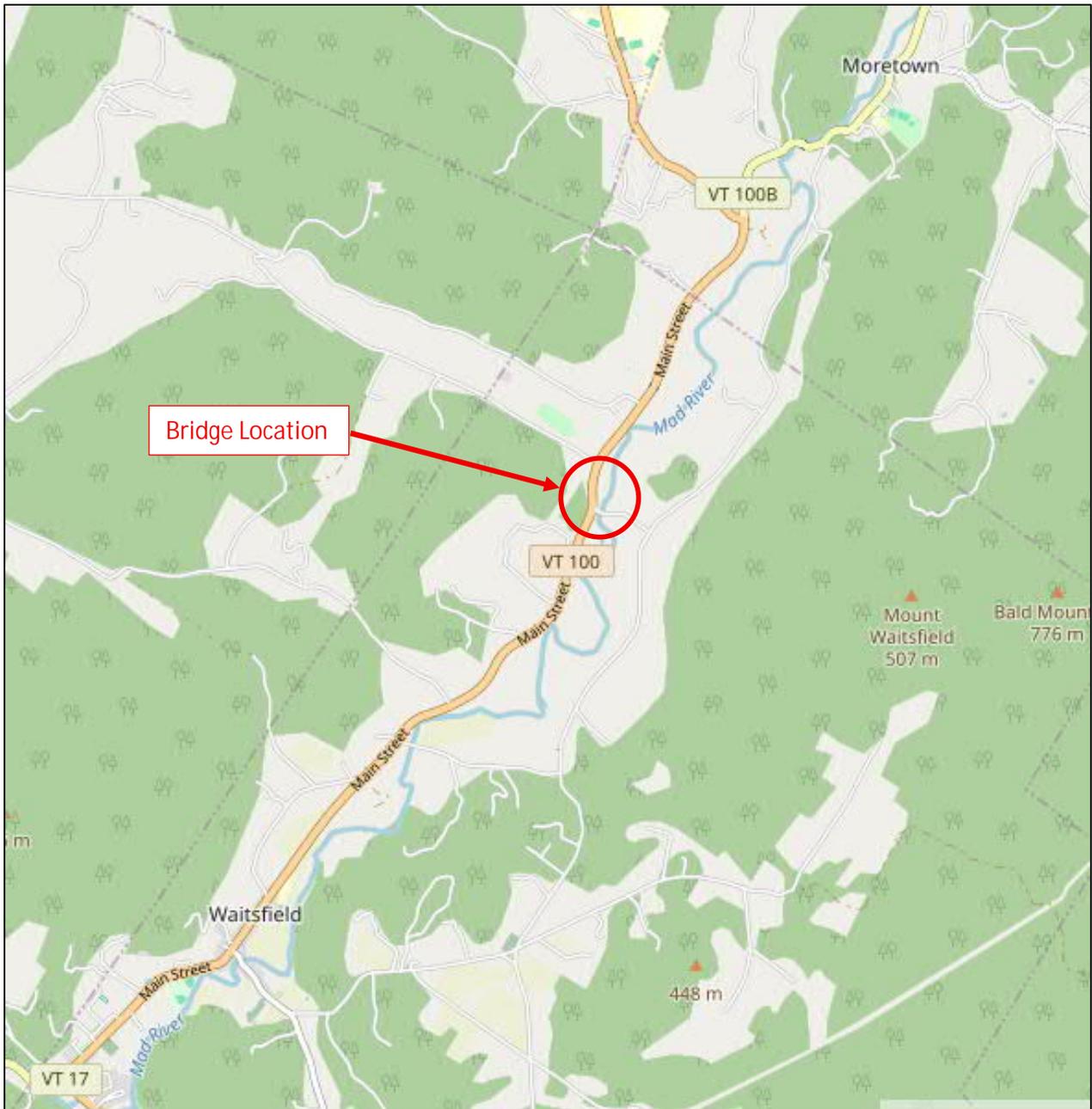


Figure 1 Locus Map

EXISTING BRIDGE DESCRIPTION

Limited bridge information was available for review by DK. As-built drawings were not available. References reviewed by DK included the following:

- Inspection Report (dated 07/29/2025)
- Load Rating Summary Sheet (dated 12/04/2024)

Review of the inspection report information indicated the subject bridge is a single span, single lane girder-floorbeam structure. Traffic estimates were not included with the inspection report, but it is likely a low traffic volume bridge.

The bridge is located over Mad River in the Town of Waitfield. Preliminary review of the location indicates that

the bridge crosses the Mad River relatively close to VT Route 100 (Main Street). The next closest crossing of the Mad River appears to be on Tremblay Road, approximately 1 mile to the South.

Pertinent information from the SNBI Data sheet is summarized as follows:

| IDENTIFICATION | | BRIDGE GEOMETRY | |
|-----------------------|-----------------|-----------------------------|----------|
| Bridge Number | 101216002412161 | Max Span Length | 78 ft |
| Year Built | 1955 | Bridge Width Out-to-Out | 13 ft |
| LOADS AND LOAD RATING | | COMPONENT CONDITION RATINGS | |
| Design Load | Unknown | Deck Condition Rating | 5 – Fair |
| Load Rating Date | 12/6/2024 | Superstructure Condition | 4 – Poor |
| Load Rating Method | LFR | Substructure Condition | 5 - Fair |
| Inventory Load Rating | 0.31 | Bridge Condition Rating | 4 – Poor |
| Operating Load Rating | 0.53 | | |

The VTrans SNBI condition ratings follow the system of the NBIS / FHWA Coding Guide:

| Rating Term | Meaning (condensed) |
|--------------------|--|
| 9 Excellent | No defects |
| 8 Very Good | No problems noted |
| 7 Good | Minor issues only |
| 6 Satisfactory | Minor deterioration |
| 5 Fair | Moderate defects |
| 4 Poor | Advanced section loss / deterioration |
| 3 Serious | Loss of section, local failures possible |
| 2 Critical | Advanced deterioration, immediate action |
| 1 Imminent Failure | Structure nearly failed |
| 0 Failed | Out of service |

Notable deteriorations included in the inspection report are as follows:

Concrete Deck (Primary FEMA-related issue)

- Widespread cracking with efflorescence and leakage
- Underside saturation + heavy rust staining (active leakage paths)
- Deep spalling/scaling up to ~2–3 in., with exposed reinforcing
- No wearing surface → direct deterioration of structural deck
- Unsound asphalt patches (delaminating / missing)
- Deterioration worst in wheel paths

Superstructure (Major concern)

- Heavy corrosion and section loss in girders:
 - Up to ~3/16" section loss in webs/flanges

- Corrosion concentrated at lower webs/flanges (debris zones)
 - Protective coating failure (peeling, flaking - active corrosion)
 - Significant deformation issues:
 - ~3-3/4" lateral sway
 - ~3/4" twist in one girder
-

Floorbeams (Critical deterioration)

- Widespread corrosion from debris + deck leakage
 - Multiple perforations at girder connections (some quite large)
 - Documented examples:
 - Up to ~9" long perforations
 - Numerous smaller perforations across nearly all beams
 - Ongoing section loss and active deterioration
-

Bearings

- Rust scaling and pitting
 - Heavy debris accumulation (functionally buried)
 - One anchor bolt severed
-

Substructure / Scour (Abutment #1 – major concern)

- Active undermining over ~12 ft length
 - Depth up to ~13 in.
 - Penetration up to ~2+ ft
 - Measured settlement (~3/8")
 - Minimal protection (silt/sand foundation, limited riprap)
 - Continued scour vulnerability
-

Channel / Hydraulic

- Minor-moderate scour at Abutment #1
 - Some stone buildup upstream
 - Channel generally stable but localized instability at abutment
-

Drainage System

- Steel deck drains in poor condition
 - Heavy section loss
 - One nearly failed (about to rust off)
 - Others developing perforations
 - Contributing to:
 - Deck leakage
 - Floorbeam corrosion
-

Wingwalls / Abutment #2

- Generally fair to satisfactory
 - Some voids in laid-up stone
 - Not a primary structural concern
-

LIVE LOAD RATING - VTRANS

VTrans staff has performed a live load rating of the as-inspected (deteriorated) structure in December 2024. The Load Rating summary sheets comments include the following comments:

- 36WF194 girders
- 12WF40 Floorbeams
- Yield Strength = 33 ksi
- Girders braced equivalent to 1 brace at midspan
- Floorbeam #0 and #9 had significant web deterioration and were neglected from the rating
- At the rest of the floorbeams, 15% reduction was taken at the floorbeam webs

The sheet indicates that the Concrete Deck was evaluated using Load Factor methodology (LFR). And the Floor Beams and Thru Girders with Working Stress (Allowable Stress, ASR). Detailed ratings were not provided, but controlling ratings are tabulated as follows:

| Element | Design Vehicle | Rating Method | | Rating Factor | Rating Vehicle Weight |
|-----------------|----------------|---------------|-----------|---------------|-----------------------|
| (not indicated) | HS-20 (36 ton) | LFR | Inventory | 0.31 | 11 ton |
| | | | Operating | 0.53 | 19 ton |

The summary sheet also indicates that the Electronic File (Excel) is available, but this information was not included with the summary sheet.

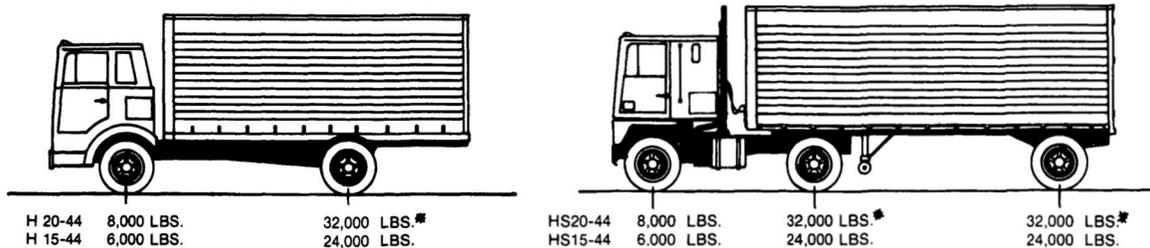
LIVE LOAD RATING – DK (AS-BUILT)

DK performed live load rating analyses, following AASHTO Manual for Bridge Evaluation (MBE) procedures for the steel girders and floorbeams using PennDOT BAR7 software. Both Inventory and Operating ratings were calculated for the steel members in an as-built (non-deteriorated) condition.

In AASHTO, the Inventory (INV) Rating represents the load level that can safely utilize the bridge for an indefinite period without causing overstress or reducing the expected service life of the structure.

Operating (OPR) Rating represents the maximum permissible load level that can safely utilize the bridge for occasional use without causing failure.

The ratings were conducted using an assumed H-20 (a two-axle, 20 ton design truck) wheel load applied to the timber deck and both H-20 and HS-20 (3-axle, 36 ton design truck) applied to the stringers.



The calculated rating factors are summarized in the table below.

| RATING SUMMARY (AS-BUILT) | | | | | |
|---------------------------|----------------|---------------|-----|---------------|------------------------------|
| Element | Design Vehicle | Rating Method | | Rating Factor | Rating Vehicle Weight (tons) |
| Thru Girder | H-20 (20 ton) | LFR | INV | 0.70 | 13.9 |
| | | | OPR | 1.16 | 23.2 |
| | HS-20 (36 ton) | LFR | INV | 0.52 | 18.7 |
| | | | OPR | 0.87 | 31.2 |
| Floorbeam | H-20 (20 ton) | LFR | INV | 0.74 | 14.8 |
| | | | OPR | 1.23 | 24.6 |
| | HS-20 (36 ton) | LFR | INV | 0.75 | 14.8 |
| | | | OPR | 1.23 | 24.6 |

The construction date (c. 1955) would suggest that the 1949 version of AASHO (predecessor of AASHTO) was likely used as a basis for design. The live load design vehicle common in this edition would have been the H-15 or HS-15 design truck. Based on the construction era and calculated Rating Factors and (above), the bridge was likely designed for an h-15 design truck.

REHABILITATION RECOMMENDATIONS

The inspection report (2025) explicitly notes that the following repairs were strongly recommended and considered required to extend the life of the bridge.

Superstructure (Girders)

- Report explicitly states, "Beams should be considered for replacement or have repairs completed."

Floorbeams

- Report explicitly states, "Floorbeams need repairs or to be fully replaced in near future."

Substructure (Abutment #1 / Scour)

- Report explicitly states, "Scouring and undermining... needs to be repaired to ensure adequate foundation support and prevent further loss of material... and further settlement."

These additional recommendations are also implied in the report, though should be considered secondary to the above.

Concrete Deck

- Report implies deck repair, overlay, or replacement for the near future.

Drainage System

- Report implies drain replacement (root-cause mitigation of leakage) is recommended for the near future.

Bearings

- Report implies that cleaning, repair, possibly reset or replacement should occur in the near future.

Protective Coatings

- Report implies that steel (if remaining) should be blast cleaned and recoated.
-

CONCLUSION / NEXT STEPS

The 78-ft single span bridge (as-built condition) appears to have been designed for an H-15 design truck. Modern emergency vehicles (e.g., fire apparatus and ambulances) are significantly heavier than this design loading—often approaching or exceeding the effects of current AASHTO rating vehicles—indicating that the bridge was not designed for typical present-day emergency response demands.

As discussed above, if the Meadow Road bridge were not passable by emergency vehicles, the location would likely require a detour between 2 and 4+ miles.

It is recommended that the Town first evaluate and rate the functional requirements of the structure. This would include desired load capacity at the crossing and determining the desired level of rehabilitative efforts.

1. Replacement Option

A complete superstructure and substructure replacement would likely be the most expensive rehabilitative option, but also the most extensive. This approach would likely require the following steps:

- Geotechnical (boring) study
- Hydraulic & Hydrologic study
- Preliminary bridge (complete replacement) and roadway design
- Final bridge and roadway design
- Extensive permit applications
- Roadway closure during construction

2. Rehabilitation Option

If the Town determines that a lower load capacity (consistent with the original bridge design intent) is acceptable for the road, rehabilitative efforts should be conducted to extend the useful life of the bridge.

This approach would be relatively less costly than a complete replacement, but would still require substantial structural repairs and may include the following efforts:

- Scour remediation design
- Preliminary bridge (in-kind superstructure replacement) design
- Final bridge design
- Likely reduced permitting efforts
- Reduced roadway closure during construction

For both options noted above, funding, live load design, and requirements should be considered and evaluated prior to selecting a particular approach.

DK is available to assist with additional design considerations.

Please let us know if you have any comments or require further information.

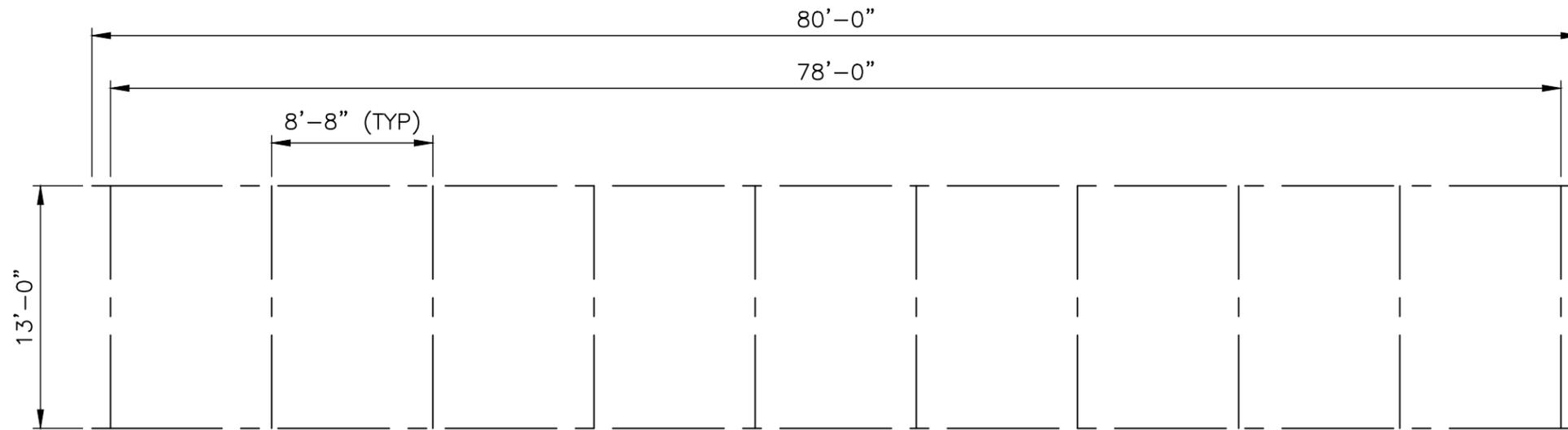
SIGNED _____
Andrew K. Hummers, P.E.
Senior Bridge Engineer

ATTACHMENTS: Bridge Sketch

COPY TO: File

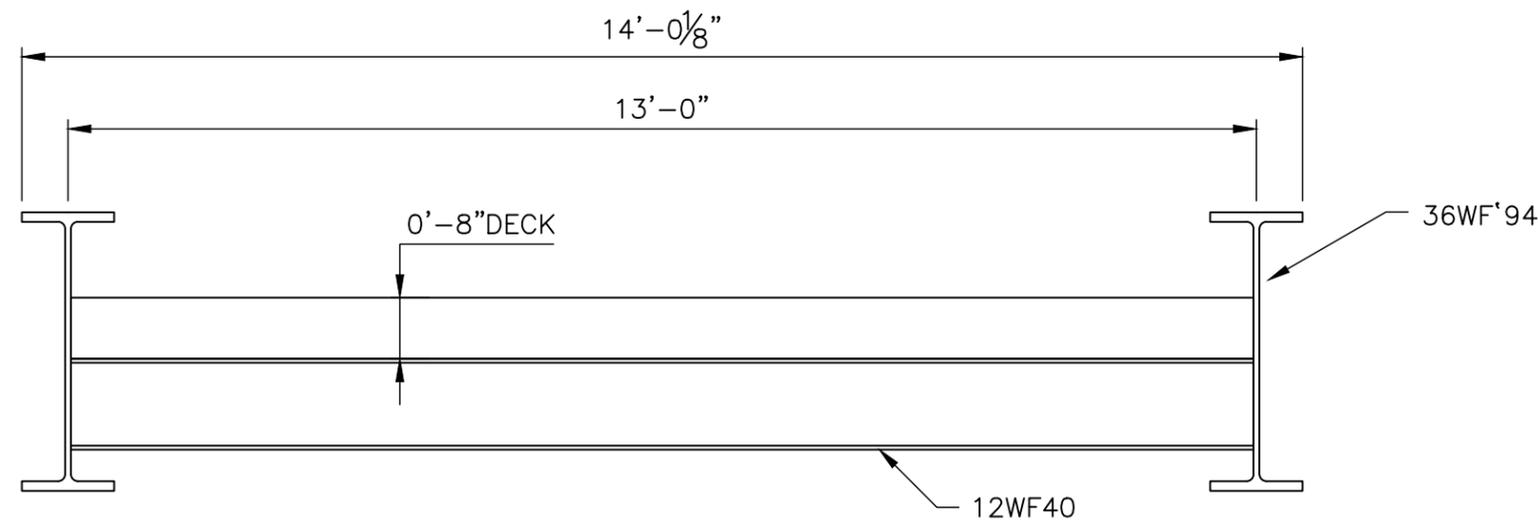
DRAFT

i:\6\631281 Waitsfield Meadow Road Bridge\Drawings\631281 Waitsfield.dwg 3/19/2026 10:49 AM



FRAMING PLAN

SCALE: 1/8"=1'-0" (IN FEET)
 0 4' 8' 16'



BRIDGE SECTION

SCALE: 1/2"=1'-0" (IN FEET)
 0 1' 2' 4'

GENERAL NOTES

1. AS-BUILT DRAWINGS WERE NOT AVAILABLE AT THIS TIME. ALL DIMENSIONS AND STEEL SECTIONS ARE APPROXIMATE AND NOT BEEN FIELD VERIFIED.
2. AS-BUILT CONDITIONS ASSUMED.
3. MATERIALS
 STEEL $F_y = 33$ ksi



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NOT FOR CONSTRUCTION

| | | | | |
|----------------------|-----------|----------------------|--------------|--------------|
| D&K PROJECT # 631333 | | PROJ. ENG. AKH | DRAWN BY AKH | CHECK BY --- |
| DATE 27 FEB. 2026 | REVISIONS | | | |
| NO. | DATE | REVISION DESCRIPTION | BY | |
| 0 | --- | SUBMISSION SET | AKH | |
| 1 | --- | --- | --- | |
| | | | | |
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INITIAL BRIDGE ASSESSMENT
 STRUCTURE LOCATION
 MEADOW ROAD
 WAITSFIELD, VT

BRIDGE SKETCH

MODEL
G-1

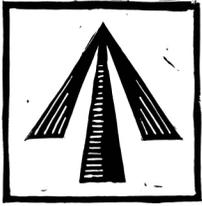
SHEET NO: 1 of 1



Conditions assessment on the village covered bridge of Waitsfield Vt, 03/25/2026

Vermont Heavy Timber (VTHT) was asked to assess the bridge after it was noticed that some deck boards were loose and had sprung up. This turned out to be from the joists being rotten enough that the lags that hold the decking down have lost their ability to grip in the substrate. Using a technique called resistance drilling, we probed all of the joists of the bridge and found that out of forty-six total, only eleven are still solid. The other thirty-five have significant rot. The decking planks look to be in good shape, but it would be reasonable to imagine that some need to be replaced and we recommend that a per square foot cost be given for possible replacement.

A reasonable question that the town might be asking is, “When the state has a team of certified bridge inspectors who inspect all wooden bridges every two years, why did they not see that this was happening at all, let alone before now?”. VTHT has had discussions with multiple AOT engineers and employees, including Spencer Howard, the head of the bridge inspection program. Spencer has related that his team does not want to have to present orders to towns to close bridges, as he worries that there is a liability issue for the state if they have found damage, ordered a bridge closed, and then the town does not close the bridge and there is an incident. He has also related that he does not think that the state should be using resistance drilling, as the (1/8” diameter) holes might cause water to enter the tested timbers and cause rot, therefore bringing liability on



the state. We disagree with this assumption. The joinery and drying checks (natural and common splitting of wood along grain lines as the result of differential drying rates in a timber) are much larger possible entrances for water, and 1/8" diameter holes are not a cause for concern for water damage. Besides resistance drilling, the only way to understand what is going on inside a timber is to use an x-ray machine, which is exceedingly expensive and also has to have easy and broad access to the timbers, which is rarely common in a covered bridge. Sounding (hitting the timber with a mallet) is not a useful method for judging interior damage, as it only alerts to a timber being hollow whereas rotten timbers are rarely hollow until carpenter ants have gotten into the wet and infected wood and excavated out the pulpy material.

We are not trying to be fear mongers but while the chances for catastrophe are probably low they are not nonexistent. In our professional opinion, this bridge should be closed until it can be repaired. Because of the level of rot in the joists, we warn the town that there is a level of danger and liability to continuing to allow the bridge to stay open. VTHT is not an engineering firm, and we base our professional observations and judgements on decades of direct observation of thousands of timber structures in various states of decay. While the bridge is obviously holding the traffic that passes over it at this time, VTHT makes absolutely **no** representation as to the bridge being safe enough to remain open for vehicular traffic. Considering how many abutting joists are rotten, if a joist was to break the load of the vehicle would cease to be shared evenly and would be concentrated on the next rotten joist, possibly causing a



VERMONT
HEAVY
TIMBER

60 Sunrise Drive
Huntington, Vermont 05462
802.540.5988
VermontHeavyTimber.com

chain reaction of multiple joists breaking. At worst case, a vehicle could fall through the bridge into the river below.

The joists should be replaced with white oak, as it is a strong rot resistant specie. The joists and bottom chords should also be properly flashed during the repair work. Self healing underlayment like bituthene or Ice and Water Shield should not be directly applied to timbers, as its resistance to letting the timber release moisture will cause the timbers to rot. While eleven of the joists are not rotten, we recommend replacing them at the same time as the rest so that they are the same rot resistant specie and are properly flashed. It is very unfortunate that poor specie choice, lack of proper flashing design, and insufficient biennial inspections cause these expensive repairs to happen, as it gives wooden bridges an unearned reputation for being expensive to maintain. When properly built and repaired, wooden bridges have a long service life with reasonable maintenance costs.

Town of Waitsfield

4144 Main Street, Waitsfield, VT 05673

P: (802) 496-2218 • F: (802) 496-9284 • E: townadmin@omavt.net

Flemer Field Community Green Use Form

Group making Request: Howard Lacrosse Date: 3/25/26

Address: 2264 German Flats Road Fayston, VT 05673 Phone: 8027777513
Street City State Zip

Date(s) requested for use: 4/2, 4/3, 4/7, 4/9, 4/10 Time of Use: from 4:00 a.m. p.m. to: 6:45 a.m. p.m.

Purpose: light skills and drills for lacrosse

Is the general public invited? Yes No
Is your organization: For Profit Not for Profit Other _____
Will admission be charged? Yes No
Do you need any special equipment? Yes No
If yes, please specify: _____

Other Information (optional): _____

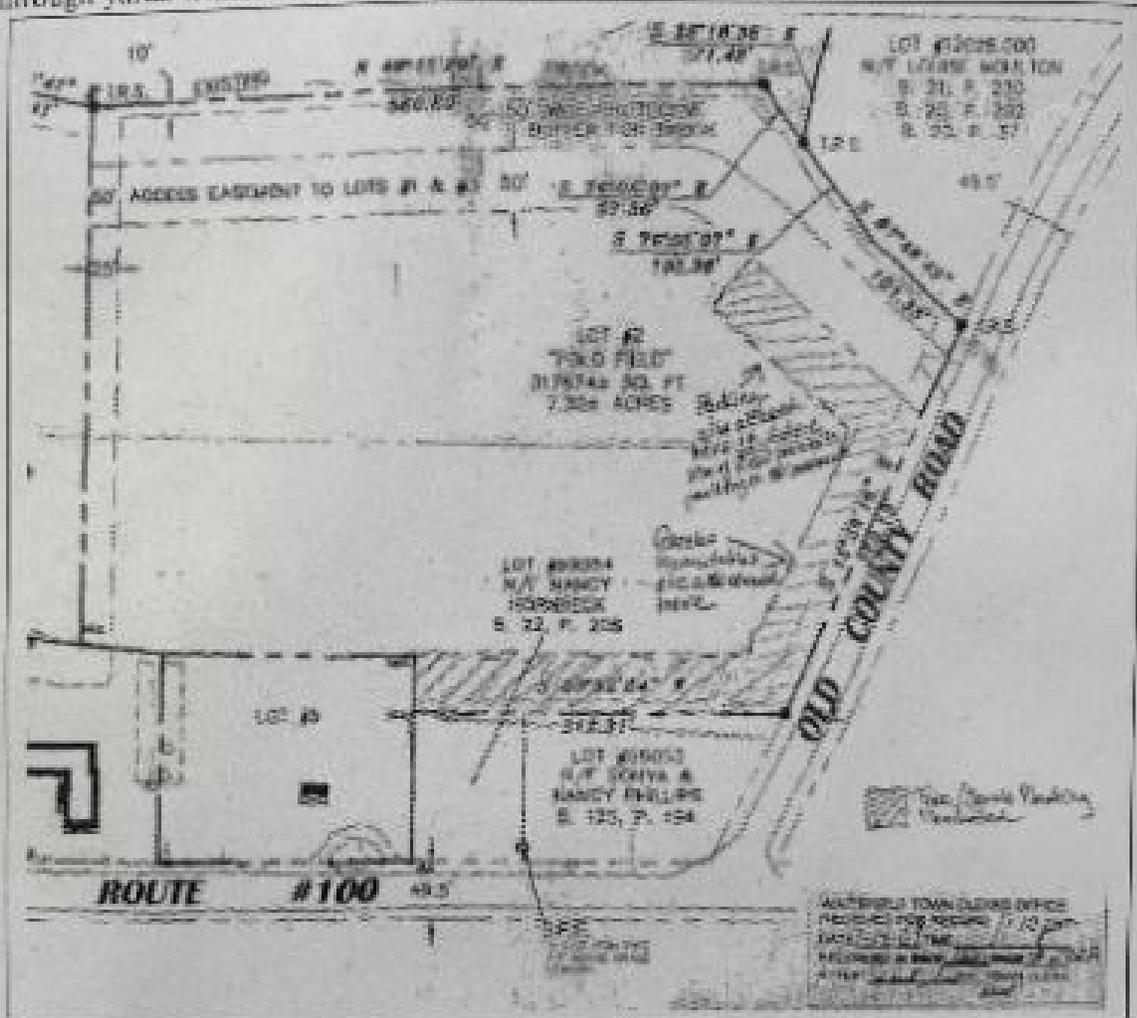
Person Name: Chris Lacroix
Responsible: Phone: 8027777513
Address: 2264 German Flats Road, Fayston Vermont 05673
E-mail: crisls@casagrouple.com

Rules & Policies:

- ❖ **Structures:** No above ground structure may be built or placed on the Green except as provided below. "Structures" shall include, but are not limited to, buildings, tables, goal posts, signs, or any other assembly of materials not specifically permitted.
 - a. Structures such as goal posts which are used for temporary recreational purposes may be placed on the premises provided that those structures are, following play or by the end of the each day on which any such structures are used, placed within the fifty foot wide tree planting area running along the Phillips property and Old County Road; and
 - b. Structures such as picnic tables, tents, and not more than one gazebo may be placed within that portion of the fifty foot wide strip described below which runs along Old County Road (and not along the border of the Phillips property or the fifty foot wide right-of-way).
- ❖ **Hold Harmless:** The organization or individual(s) participating or requesting the use of the premises agree to Hold Harmless and Indemnify the Town of Waitsfield for any damages or injuries associated with this event.
- ❖ **Children:** Activities involving children must provide appropriate adult supervision. Children must be supervised at all times.
- ❖ **Insurance:** The sponsor of any group or organization applying for use of the premises for athletic purposes or for other purposes which, in the opinion of the approving Town official, may require appropriate insurance coverage shall provide a certificate of insurance naming the Town of Waitsfield as an additional insured.

- ❖ **Non-Discrimination:** Participants will not be restricted from participation for reasons of race, religion, gender, sexual orientation, creed, national origin, or disability conditions.
- ❖ **Preference:** In the event of a schedule conflict, preference will be given to free programming that accessible to the widest number of participants.
- ❖ **Trash:** Pack it in, pack it out. All trash must be removed and the premises left in good order.
- ❖ **Neighboring Properties:** The privacy and boundaries of the adjoining residential properties must be respected. Activities, including storage of equipment, should be directed away from them to extent possible. Crossing through yards without the owner's permission is specifically prohibited.

❖ **Parking:** Any parking located on the premises shall serve only those making use of the property as and for a Village Green and shall be located only within the Access Easement, which is a fifty foot (50') wide right-of-way for ingress and egress running generally along the westerly portion as shown on the site plan as "50' Access Easement to Lots #1 and #3." No parking will be allowed on the Green that serves any off-site business or purpose. On-street parking restrictions must be obeyed or vehicles may be ticketed or towed.



❖ Additional information is available at <http://www.waitsfieldvt.us/recreation/flemer>

I have read and agree to ensure these rules and policies are understood and will be abided.

Signature of the Person Responsible Chris Kanner Date: 3/25/26

| Administrative Action | | | |
|--------------------------|-----------------------------------|-------------|-------|
| <input type="checkbox"/> | Approved | Conditions: | _____ |
| <input type="checkbox"/> | Denied | Reason: | _____ |
| _____ | Approving Town Official Signature | _____ | Name |
| _____ | | _____ | Title |
| _____ | | _____ | Date |



AGENCY OF NATURAL RESOURCES
AGENCY OF TRANSPORTATION

January 21, 2026

Re: 2026 Town Road and Bridge Standards

Dear Municipal Officials,

The Vermont Agency of Natural Resources and the Vermont Agency of Transportation have jointly updated the Town Road and Bridge Standards, effective January 21, 2026. These standards are an updated version of the 2019 Town Road and Bridge Standards. Sections 1 and 2 (Municipal Roads and Class 4 Roads) are still required for hydrologically-connected roads under the Municipal Roads General Permit (MRGP). Section 3 (Perennial stream crossings) is still required statewide and must follow the DEC Stream Alteration Standard. Adoption of standards for non-hydrologically-connected roads remains optional. Municipalities may continue to use their own town road standards if the town standards meet or exceed the State template.

The major changes to the optional standards (Sections 4-8) apply to **Section 5 – Drainage Crossings**, cross culverts that move water from one side of the road to the other. When a municipally owned or maintained cross culvert is replaced, it must now be at least 18 inches in diameter, where road layout allows. Culverts that frequently plug, wash out, or fail during storms are expected to be upsized when replaced. Section 5 provides a clearly adopted standard for drainage (cross) culverts that are not otherwise covered by the MRGP or stream alteration standards. This section does not apply to intermittent or perennial streams, which continue to be handled under their own standards.

Municipalities are encouraged to consider adoption of additional optional standards to improve the resiliency of municipal highway infrastructure, enhance public safety, and to realize as many benefits as possible from the FEMA Public Assistance program. VTrans District personnel are available to work with any municipality in explaining the various options and to answer questions related to the new town road and bridge standards template. Please contact your nearest VTrans District Office for assistance and information.

Sincerely,

A handwritten signature in black ink, appearing to read "Julie Moore".

Julie Moore P.E.

Secretary

Vermont Agency of Natural Resources

A handwritten signature in black ink, appearing to read "Joe Flynn".

Joe Flynn

Secretary

Vermont Agency of Transportation

TOWN ROAD AND BRIDGE STANDARDS

(January 21, 2026)

MUNICIPALITY OF _____, VERMONT

The Legislative Body of the Municipality of _____ hereby adopts the following Town Road and Bridge Standards which shall apply to the construction, repair, and maintenance of town roads and bridges.

The standards below are considered minimums. Municipalities that have construction standards / specifications in place that meet or exceed the minimum standards: indicate adoption date and include as Appendix C. **Date of Adoption:** _____

Municipalities must comply with all applicable state and federal approvals, permits and duly adopted standards when undertaking road and bridge activities and projects.

Any new road regulated by and/or to be conveyed to the municipality shall be constructed according to the minimum of these standards.

Circle **YES** or **NO** below to indicate town adoption of that section of the Standards

| Road and Bridge Standards Sections | Hydrologically-connected road segments* | Non-hydrologically-connected road segments** |
|--|---|--|
| Section 1 – Municipal Road Standards | <input checked="" type="radio"/> YES (Required by MRGP) | YES <input checked="" type="radio"/> NO |
| Section 2 – Class 4 Road Standards | <input checked="" type="radio"/> YES (Required by MRGP) | YES <input checked="" type="radio"/> NO |
| Town wide | | |
| Section 3 - Perennial stream- bridge and culvert standards | <input checked="" type="radio"/> YES (Required by DEC Stream Alteration Standard) | |
| Section 4 – Intermittent stream crossings | <input checked="" type="radio"/> YES | NO |
| Section 5- Drainage crossings | <input checked="" type="radio"/> YES | NO |
| Section 6 - Roadway construction standards | <input checked="" type="radio"/> YES | NO |
| Section 7 - Guardrail standard | YES | <input checked="" type="radio"/> NO |
| Section 8 - Driveway access standard | <input checked="" type="radio"/> YES | NO |

Road segments – ANR Resources Atlas includes a map layer of all of Vermont’s municipal roads divided into 100-meter (328 foot) segments, each with a unique identification number.

***Hydrologically-connected road segments** - are those municipal road segments and catch basin outlets, Class 1-4, as shown on the ANR Natural Resources Hydrologically-connected municipal road segment layer (<http://anrmaps.vermont.gov/websites/anra5/>) or the Road Erosion Inventory Scoring (MRGP Implementation Table portal) layer (<https://anrweb.vt.gov/DEC/IWIS/MRGPReportViewer.aspx?ViewParms=True&Report=Portal>).

****Adoption of standards on non-hydrologically-connected road segments** does not indicate that these road segments are then subject to the Municipal Roads General Permit (MRGP).

Municipalities may also find additional resources in the latest version of the *Vermont Better Roads Manual*.
<https://vtrans.vermont.gov/sites/aot/files/Better%20Roads%20Manual%20Final%202024.pdf>

Road and Bridge Standards Sections

Section 1 – Municipal Road Standards - See Appendix A

These standards are required by Act 64 and the DEC Municipal Roads General Permit (MRGP) for hydrologically-connected roads only.

Municipalities may adopt Section 1 Road standards by road type for non-hydrologically-connected roads/segments/catch basins.

Section 2 – Class 4 Road Standards - See Appendix A

Section 3 - Perennial stream - bridge and culvert standards

Bridge and culvert work on perennial stream crossings must conform with the statewide DEC Stream Alteration Standard.

“Perennial stream” means a watercourse or portion, segment, or reach of a watercourse, generally exceeding 0.25 square miles in watershed size, in which surface flows are not frequently or consistently interrupted during normal seasonal low flow periods. Perennial streams that begin flowing subsurface during low flow periods, due to natural geologic conditions, remain defined as perennial. All other streams, or stream segments of significant length, shall be termed intermittent. A perennial stream shall not include the standing waters in wetlands, lakes, and ponds.

Streambank stabilization and other in-stream work must conform with the statewide DEC Stream Alteration Standard.

For River Management Engineer Districts: https://dec.vermont.gov/sites/dec/files/wsm/rivers/docs/RME_districts.pdf

Section 4 – Intermittent stream crossings – See Appendix B for sizing table and graphic. These standards are above and beyond the culvert standards in Section 1.

“Intermittent streams” are defined as streams with beds of bare earthen material that run during seasonal high flows but are disconnected from the annual mean groundwater level.

Section 5 – Drainage crossings (NOT perennial or intermittent streams)- Upon replacement, municipally owned or maintained cross culverts shall be a minimum of 18”. Undersized drainage crossings shall be upsized 6-12” if road geometry allows. Indications that a culvert is undersized include a culvert that plugs with sediment and/or gets washed out during rain events.

Section 6 - Roadway construction standards – Sub-base and gravel standards

All new or substantially reconstructed gravel roads shall have ___inches* thick gravel sub-base, with an additional ___inches* top course of crushed gravel.

All new or substantially reconstructed paved roads shall have ___inches* thick gravel sub-base.

*Municipalities shall indicate their own construction criteria.

Section 7 - Guardrail standard

When a roadway, culvert, bridge, or retaining wall construction or reconstruction project results in hazards such as foreslopes, drop offs, or fixed obstacles within the designated clear-zone, the AASHTO Roadside Design Guide will govern the analysis of the hazard and the subsequent treatment of that hazard. For roadway situations, an approved barrier system may be steel beam guardrail with 6-foot posts and approved guardrail end treatment. If there is less than 3 feet from the rail to the hazard, then steel beam guardrail with 8-foot posts shall be used. The G-1D is an example of an approved guardrail end treatment. For bridge rails systems, VTrans bridge rail standards shall be referenced

Section 8 - Driveway access standard

The municipality has a process in place, formal or informal, to review all new drive accesses and development roads where they intersect town roads, as authorized under 19 V.S.A. Section 1111. Municipality may reference VTrans Standard A-76 Standards for Town & Development Roads and B-71a and b Standards for Residential and Commercial Drives; the VTrans Access Management Program Guidelines; and the latest version of the Vermont Better Roads Manual for other design standards and specifications.

Passed and adopted by the Legislative Body of the Municipality of _____, State of Vermont on _____, 20____

Selectboard / City Council / Village Board of Trustees:

Appendix A

MUNICIPAL ROAD STANDARDS

The following standards constitute the minimum required Best Management Practices (BMPs) for municipal roads. These standards shall apply to the construction, repair, and maintenance of all town roads and bridges.

It is the municipality's responsibility to maintain all practices after installation. Roads not meeting these standards must implement the BMPs listed below in order to meet the required town's standards.

Feasibility

Municipalities shall implement these standards to the extent feasible. In determining feasibility, municipalities may consider the following criteria: The implementation of a standard listed in Part 6 of this general permit does not require the acquisition of additional state or federal permits³ or noncompliance with such permits, or noncompliance with any other state or federal law. The implementation of a standard does not require the condemnation of private property; impacts to significant environmental and historic resources, including historic stone walls, historic structures including structures registered on either the Vermont State Register of Historic Places or the National Register of Historic Places, or removing vegetation within 250 feet of a lakeshore; impacts to buried utilities; and excessive hydraulic hammering of ledge. Additionally, the implementation of any standard shall not be required if it would render the road unsafe for travel.

Municipalities shall document in the REI Reassessment each instance where feasibility affects implementation of the standards.

Standards for All Construction and Soil Disturbing Activities

Following construction and soil disturbance on a hydrologically-connected road segment, all bare or unvegetated areas shall be revegetated with seed and mulch, hydroseeded, or stone lined within 5 days of disturbance of soils, or, if precipitation is forecast, sooner. Projects authorized under the Construction General Permit (CGP 3-9020) or Individual Construction Stormwater Permit (INDC) shall instead comply with the terms and conditions of that permit.

Standards for Open Drainage Roads (Not Class 4)

The following are the required standards for all non-compliant hydrologically-connected open drainage roads. To maintain compliance with the requirements of this General Permit, municipalities shall apply these standards to all new construction, general BMP maintenance, and significant upgrades of stormwater treatment practices.

A. Roadway/Travel Lane Standards

1. Roadway Crown

- a. Gravel roads shall be crowned, in or out-sloped:

Minimum: ¼" per foot

Recommended: ¼" – ½" per foot or 2% - 4%.

³ Self-verification under a non-reporting permit category does not constitute a permit for purposes of this section.

b. Paved/ditched roads shall be crowned during new construction, redevelopment, or repaving where repaving involves removal of the existing paving.

Minimum: 1/8" per foot or 1% Recommended: 1% -

2%.

2. Shoulder berms (also called Grader/Plow Berm/Windrows)

Shoulder berms shall be removed to allow precipitation to shed from the travel lane into the road drainage system. Roadway runoff shall flow in a distributed manner to the drainage ditch or filter area and there shall be no shoulder berms or evidence of a "secondary ditch". Shoulder berms may remain in place if the road crown is in-sloped or out-sloped to the opposite side of the road from berm side of road. The shoulder berm standard only applies to open drainage gravel roads.

A. Road Drainage Standards

Roadway runoff shall flow in a distributed manner to grass or a forested area by lowering road shoulders or conversely by elevating the travel lane level above the shoulder. Road shoulders shall be lower than travel lane elevation. If distributed flow is not possible, roadway runoff may enter a drainage ditch, stabilized as follows:

1. For roads with slopes between 0% and 5%: At a minimum, grass-lined ditch, no bare soil. Geotextile and erosion matting may be used instead of seed and mulch. Alternatively, ditches may be stabilized using any of the practices identified for roads with slopes 5% or greater included in Sub-part B.2, below.

Recommended shape: trapezoidal or parabolic cross section with mild side slopes; two foot horizontal per one foot vertical or flatter and 2-foot ditch depth.

2. For roads with slopes 5% or greater but less than 8%:

- a. Stone-lined ditch: minimum 6"- 8" minus stone or the equivalent for new practice construction. Recommended fractured stone with 2-foot ditch depth from top of stone-lined bottom,

- b. Grass-lined ditch with stone check dams⁴, or

- c. Grass-lined ditch if installed with disconnection practices such as cross culverts and/or turnouts to reduce road stormwater runoff volume. There shall be at least two cross culverts or turnouts per segment disconnecting road stormwater out of the road drainage network into vegetated areas or spaced every 160'.

3. For roads with slopes of 8% or greater: Stone-lined ditch. Stone-lined ditches are not required if the toe of the ditch backslope is located outside of the town right-of-way.

- a. For slopes greater than or equal to 8% but less than 10%: minimum 6"-8" minus stone or the equivalent for new construction. Recommended fractured stone with 2-foot ditch depth from top of stone-lined bottom.

⁴ See check dam installation specifications.

b. For slopes greater than 10%: minimum 6-8" minus stone. Recommended 12" minus fractured stone or the equivalent. Recommended 2-foot ditch depth from top of stone-lined bottom.

4. If appropriate, bioretention areas, level spreaders, armored shoulders, and sub-surface drainage practices may be substituted for the above road drainage standards.

C. Drainage Outlets to Waters & Turnouts

Roadway drainage shall be disconnected from waterbodies and defined channels, since the latter can act as a stormwater conveyance, and roadway drainage shall flow in a distributed manner to a grass or forested filter area. Drainage outlets and conveyance areas shall be stabilized as follows:

1. Turn-outs - all drainage ditches shall be turned out to avoid direct outlet to surface waters.
2. There must be adequate outlet protection at the end of the turnout, based upon slope ranges below. Turnout slopes shall be measured on the bank where the practice is located and not based on the road slope.
 - a. For turnouts with slopes of 0% or greater but less than 5%: stabilize with grass at minimum. Alternatively, stabilize using the practices identified in Sub-parts (b)-(c), below, when possible.
 - b. For turnouts with slopes 5% or greater: stabilize with stone.
 - c. For slopes greater than 5% but less than 10%: minimum 6"-8" minus stone or the equivalent for new construction.
 - d. For slopes greater than 10%: minimum: 6-8" minus stone or equivalent for new construction. Recommended 12" minus fractured stone or the equivalent.

D. Municipal Cross Culverts and Intermittent Stream Culverts

1. All municipal culverts- Culvert end treatment or headwall required for areas with slopes 5% or greater, if erosion is due to absence of these structures. End treatment or headwall is required for new construction on road segment slopes 5% or greater.
2. All municipal culverts- Stabilize outlet such that there will be no scour erosion, if erosion is due to absence or inadequacy of outlet stabilization. Stone aprons or plunge pools required for new construction on road segment slopes 5% or greater.
3. Cross culverts- Upgrade to 18" culvert (minimum), if erosion is due to inadequate size or absence of structure.
4. In instances where intermittent streams enter the municipal road drainage network, the Secretary requires culvert sizing based on in-field and mapping techniques described in the Intermittent Stream Crossing Sizing Guidance, found in Appendix B.
5. Drainage culverts conveying perennial waters are subject to coverage under the DEC Stream Alteration General Permit. MRGP Standards do not apply to culverts conveying perennial waters.

6. A French Drain (also called an Under Drain) or French Mattress (also called a Rock Sandwich) sub-surface drainage practice may be substituted for a cross culvert.

E. Driveway Culverts within the municipal ROW

1. Culvert end treatment or headwall required for areas with road segment slopes of 5% or greater, if erosion is due to absence of these structures. End treatment or headwall is required for new construction.
2. Stabilize outlet such that there will be no scour erosion, if erosion is due to absence or inadequacy of outlet stabilization. Stone aprons or plunge pools required for new construction.
3. Upgrade to minimum 15" culvert, 18" recommended, if erosion is due to inadequate size or absence of structure.
4. Intermittent streams may enter the municipal road drainage network, and in these cases, the Secretary requires culvert sizing based on in-field and mapping techniques described in Appendix B.
5. Driveway culverts conveying perennial waters are subject to coverage under the DEC Stream Alteration General Permit.

Standards for Closed Drainage Roads

Catch Basin Outlet Stabilization: All hydrologically-connected catch basin outlets shall be stabilized to eliminate all rill and gully erosion. Catch basin outlet stabilization practices include: stone-lined ditch, stone apron, check dams, culvert header/headwall, and green stormwater infrastructure practices such as bioretention practices, when appropriate.

Standards for Connected Class 4 Roads

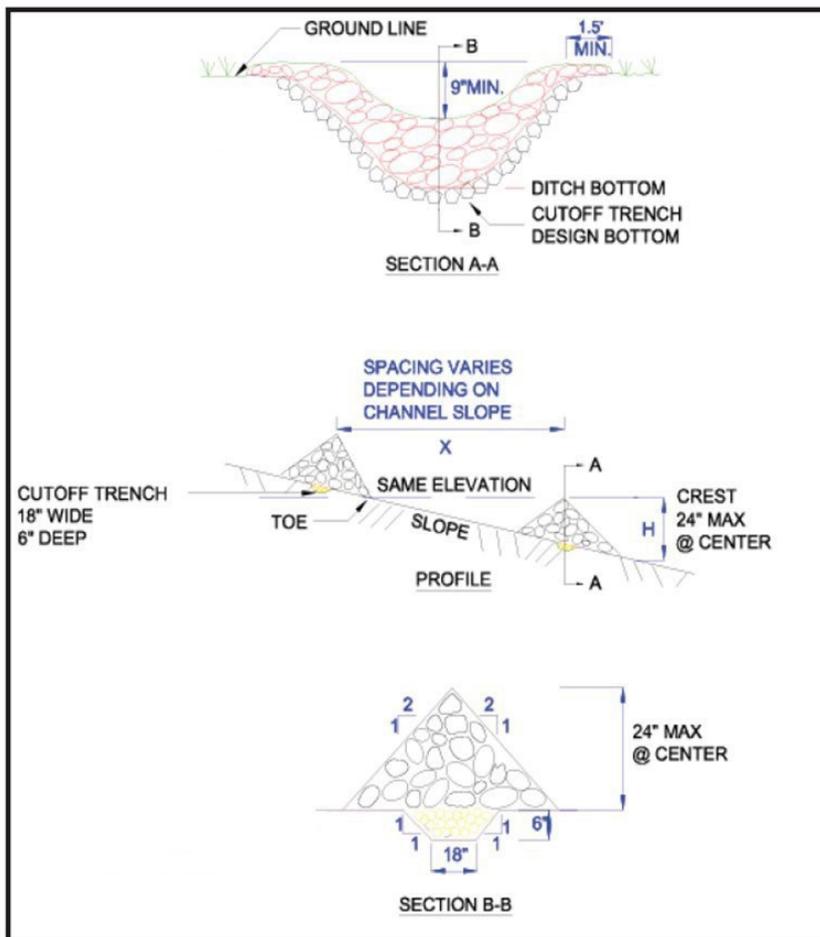
Stabilize any areas of gully erosion identified in the REI with the practices described above or equivalent practices. Disconnection practices such as broad-based dips and water bars may replace cross culverts and turnouts.

Stone Check Dam Specification

- Height: No greater than 2 feet. Center of dam should be 9 inches lower than the side elevation
- Side slopes: 2:1 or flatter
- Stone size: Use a mixture of 2 to 9 inch stone
- Width: Dams should span the width of the channel and extend up the sides of the banks
- Spacing: Space the dams so that the bottom (toe) of the upstream dam is at the elevation of the top (crest) of the downstream dam. This spacing is equal to the height of the check dam divided by the channel slope.

$$\text{Spacing (in feet)} = \frac{\text{Height of check dam (in feet)}}{\text{Slope in channel (ft/ft)}}$$

- Maintenance: Remove sediment accumulated behind the dam as needed to allow channel to drain through the stone check dam and prevent large flows from carrying sediment over the dam. If significant erosion occurs between check dams, a liner of stone should be installed.



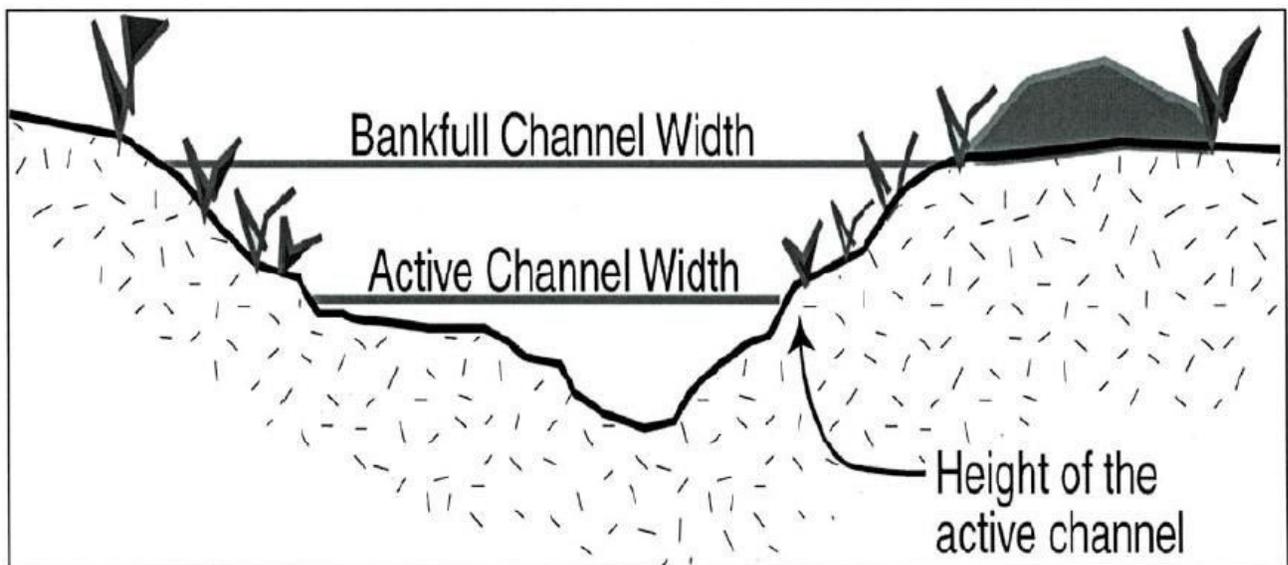
Appendix B. Intermittent Stream Crossing Specification

VT DEC Watershed Management Division Date: June 2022

Per 6.3.D of the Municipal Road General Permit, all municipal road crossings on intermittent streams require sizing of new and replacement structures to be based on the Active Channel Width (ACW).

1. Intermittent streams will be field identified and consist of a defined channel entering the road network and a defined channel leaving the road network. The absence of surface base flows for an extended period of the year and the watershed size, typically under 0.25 mi², differentiates these stream channels from perennial stream channels.
2. Hydraulics sizing of intermittent stream crossings will conform with the VTrans Hydraulics Manual for the roadway classification, Chapter 4 - Table 4-2. The design of these culverts will satisfy criteria in Chapter 6 - section 6.4.
3. Embedment of culverts on intermittent streams is often beneficial for sediment transport and to reduce the need to increase road heights when maintaining adequate cover above the pipe; minimum embedment of 1' for 4-6' culverts.
4. Culvert end treatments are required for intermittent stream crossings. Inlet and outlet headwalls must consist of any combination of VTrans stone fill with a grubbing layer, laid-up stone, reinforced concrete, and/or a culvert end section.
5. Culvert slope to match stream bed slope. Outlet apron at culvert end using of E-stone is recommended – see details.

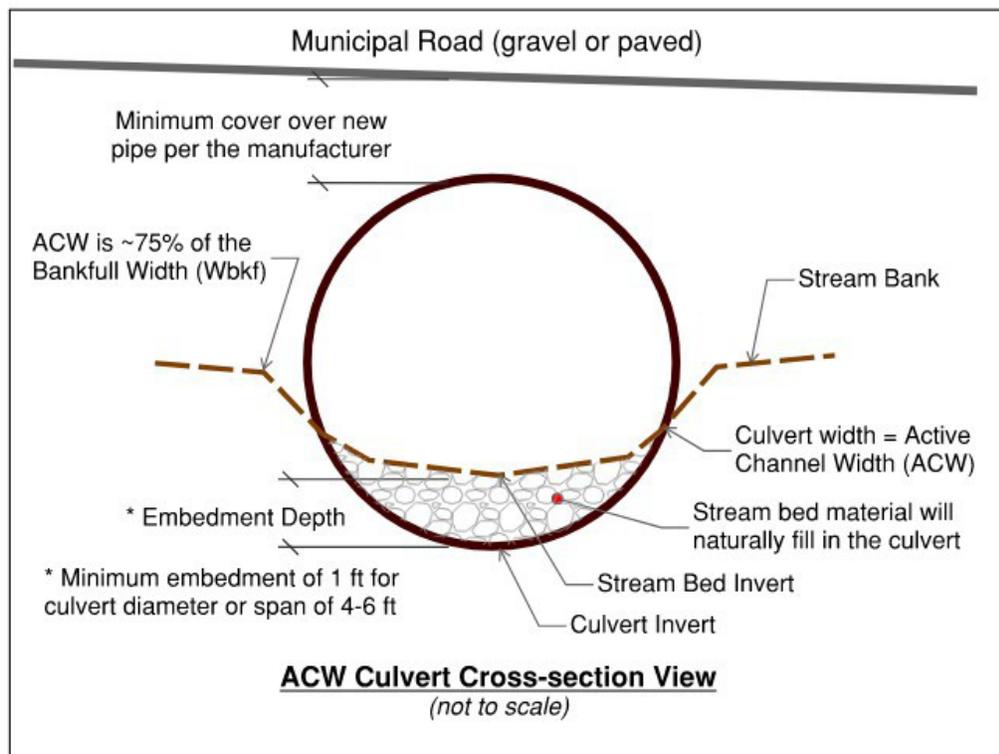
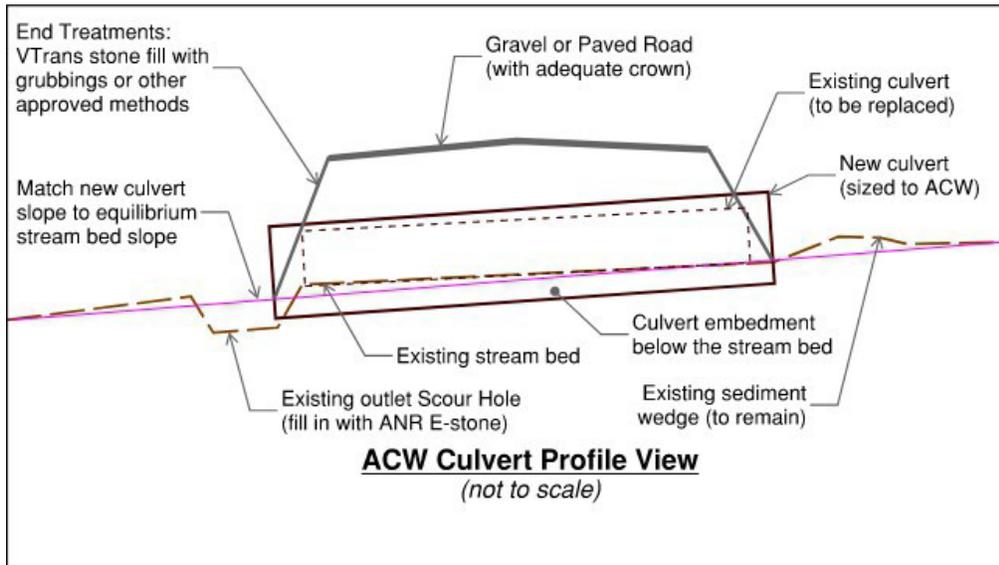
Determining the Active Channel Width on Intermittent Streams



Active Channel Width (ACW) is defined as the limits of streambed scour on banks formed by prevailing stream discharges, measured perpendicular to streamflow. The active channel width is narrower than the bankfull width (~75%) and is defined by a break in slope on the channel bank, typically seen as the edge of permanent vegetation.

Culvert Sizing for Crossings on Intermittent Streams:

Determine the ACW through field measurements, **the culvert sizing will meet or exceed the Active Channel Width**. * To obtain the measurements, go to a typical crossing location and obtain several upstream and downstream Active Channel Width measurements in riffles or straighter sections which are often the narrower channel width locations. * The selected active channel width for the structure will be a representative average of these field measurements.





The Municipal Roads General Permit (MRGP) requires that municipalities submit an annual report form on the municipality's progress in implementing the MRGP standards. Submission of this Annual Report form complies with the annual reporting requirements in Part 5.2 of the MRGP.

Section A: Permittee Information

| | | | |
|---|--|--------------------------|----------|
| 1. Name of Municipality: | | 2. Permit Number: - 9040 | |
| 3a. Name of ranking elected official or other duly authorized employee: | | | |
| 3b. Title: | | | |
| 4a. Mailing Address: | | | |
| 4b. City/Town: | | 4c. State: VT | 4d. Zip: |
| 5. Phone: | | 6. Email(s): | |
| 7. Additional Contact Name(s) and email(s): | | | |

Section B: Confirmation of MRGP Compliance Status

Municipalities are required to review the following information in the DEC Implementation Table Portal at:
<https://anrweb.vt.gov/DEC/IWIS/MRGPReportViewer.aspx?ViewParms=True&Report=Portal>

Confirm and check the following box:

Municipality has updated the Implementation Table Portal to reflect any changes in road segment status (Fully, Partially, Does not Meet) and any changes to the hydrologically-connected road segment status.

Section C: Certification

By submission of this annual report form, the municipality acknowledges there is a minimum implementation requirement for non-compliant road segments to meet MRGP standards and that the REI database must be updated before April 1st, annually. This data is contained in the Portal Progress Report (see link in Section B).

This annual report shall be signed by a ranking elected official or other duly authorized employee consistent with 40 CFR §122.22(b) and certified as follows:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

| | |
|------------|-------|
| _____ | _____ |
| Print Name | Title |
| _____ | _____ |
| Signature | Date |

Submission Instructions:

Please submit this form via **ANR Online** at https://anronline.vermont.gov/?formtag=WSMD_Intake

Direct submission questions to the MRGP Coordinator (chad.mcgann@vermont.gov)

MAR 20 2026

Town of Waitsfield
Application for Public Festival Permit

TOWN OF WAITSFIELD

Instructions: This application must be received at the Town Office at least 30 days prior to the commencement date of the festival. Applications are reviewed and permits issued by the Selectboard. The application fee must be paid upon submission of the application, unless the festival is conducted solely for charitable or non-profit purpose and the applicant is seeking a waiver of the fee from the Selectboard.

- 1) Name of Festival: Mountain Gardeners Plant Sale
2) Date(s) of Festival: June 6, 2026
3) Location of Festival: Slow Road in front of Shaw's
4) Hours of Festival: 9am - 12 noon
5) Sponsor of Festival: Mountain Gardeners
Address: coordinator address below - Andrea Henderson

Phone #: 617-699-8132 e-mail: andrea.henderson@gmail.com

- 6) Please provide names of principal individuals responsible for the festival:
Andrea Henderson Robin Preuss
Name Name
617-699-8132 (m) 973-216-6346
Phone Phone
1662 Mill Brook Rd East Warren Rd
Address Address
Rayston, VT 05673 Waitsfield, VT 05673

- 7) Owner of premises where festival is to take place. If sponsor is not the owner, the owner's written consent must be submitted with the application.
Shaw's
Owner Address
802-496-5330
Phone

- 8) A. Number of tickets to be printed, if applicable: n/a
B. Number of persons reasonably expected to attend: 50-100 over course of sale
C. Fee: \$25 for each 250 persons expected to attend: \$ 25
D. If festival is charitable or non-profit, are you requesting a fee waiver?
If so, please explain the charitable or non-profit nature of the event:

- 9) Specific arrangements proposed to be made for off-street parking, sanitation facilities, traffic control, security, crowd/noise control, food & beverage service, if any. ATTACH SEPARATE SHEET IF NEEDED:

n/a - parking available at Shows

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

2 banners from previous years to be hung at Slow Rd and on porch of Masons building at end of Bridge St.

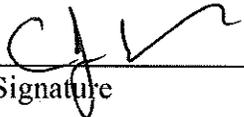
- 11) General nature of the festival, persons scheduled to appear, and description of program. ATTACH SEPARATE SHEET IF NEEDED:

Plant Sale

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

n/a

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


Signature

Andrea Henderson 3/22/2026
Printed Name of Applicant Date

Disposition of application – For Town Use Only

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

Conditions:

By: Waitsfield Selectboard



State of Vermont
Department of Liquor and Lottery
1311 US Route 302, Suite 100
Barre, VT 05641
Division of Liquor Control 802-828-2345
Division of Lottery 802-479-5686
www.liquorandlottery.vermont.gov

Wendy Knight, Commissioner

Simon's Waitsfield Store Inc.
16 Rte. 17
Waitsfield, Vermont 05673
DLL Tobacco license #: LP-016310 (TOBC) & LP-016311 (TSEP)

Ms. Handy,

Please be advised that the Department of Liquor and Lottery conducted a tobacco compliance check at Simon's Waitsfield Store on 3/24/2026 and this compliance check resulted in a 2nd tobacco compliance failure at that location within the last six months. Because of this establishments previous history of failed tobacco compliance, the department is hereby suspending your license to sell tobacco products per Vermont statute [7 V.S.A. § 1007](#) for ***a period of 2 weekdays.***

Your suspension will take place starting on April 8th and run through the close of the business day April 9th, 2026.

Be advised that DLL regulations and / or Vermont law require that you not sell, order or receive delivery of any tobacco products during this time, and that ***you post signage on all entrances to your facility indicating you are under suspension and the length of that suspension.*** Please be advised that DLL Investigators routinely check for compliance with these requirements during license suspensions and further violations could result in additional penalties.

Specifically, DLL general regulation #25 states:

"If a license is suspended, the licensee is required to post notice of that suspension to the public giving the effective date and length of the time of the suspension in every entry way. Licensees under suspension shall not sell, serve, allow the consumption of, make orders for, or receive deliveries of regulated products upon the licensed premises."

A copy of this notice will be delivered by 3/30/2026 to the business address, additionally a copy has been sent to the e-mail address the department has on file for your account, and the Waitsfield Town clerk.

Please feel free to contact me should you have any questions.

A handwritten signature in black ink, appearing to read "BK" or similar initials.

Brandon King | Deputy Chief
Vermont Department of Liquor and Lottery | Compliance and Enforcement
1311 US Route 302 Suite 100 | Barre, VT 05641
802-522-8954
liquorandlottery.vermont.gov



MAR 26 2026

Town of Waitsfield
Application for Public Festival Permit

TOWN OF WAITSFIELD

Instructions: This application must be received at the Town Office at least 30 days prior to the commencement date of the festival. Applications are reviewed and permits issued by the Selectboard. The application fee must be paid upon submission of the application, unless the festival is conducted solely for charitable or non-profit purpose and the applicant is seeking a waiver of the fee from the Selectboard.

1) Name of Festival: Waitsfield Farmers MKT
2) Date(s) of Festival: May 16th thru October 17th 2026
3) Location of Festival: Mad River Green
4) Hours of Festival: 9 to 1 - hrs. of operation Setup 8-2 breakdown
5) Sponsor of Festival: Farmers Market Board
Address: PO Box 1342
Waitsfield, VT 05673
Phone #: 802 355 4986 e-mail: WaitsfieldFarmersmarket@gmail.com

6) Please provide names of principal individuals responsible for the festival:
Bridget Lamell reignvermont@gmail.com
Name Phone Name
802-355-4986
Phone
PO Box 945
Address Waitsfield, VT 05673
Address

7) Owner of premises where festival is to take place. If sponsor is not the owner, the owner's written consent must be submitted with the application.
MRA Shops LLC 115 Main street
Owner Address
Phone Myer, MA 01432

8) A. Number of tickets to be printed, if applicable:
B. Number of persons reasonably expected to attend: 500/saturday/23 weeks
C. Fee: \$25 for each 250 persons expected to attend: \$500 enclosed-
D. If festival is charitable or non-profit, are you requesting a fee waiver? NO
If so, please explain the charitable or non-profit nature of the event:

- 9) Specific arrangements proposed to be made for off-street parking, sanitation facilities, traffic control, security, crowd/noise control, food & beverage service, if any. ATTACH SEPARATE SHEET IF NEEDED:

parking provided by Mad River Green Shops LLC

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

S Sandwich board, PARKING signs
website / social media

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

Farmers Market vendors + Music Gazebo

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

Farmers Market Vendors - only

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

B.M. Janul
Signature

Bridget LaMell 3-26-26
Printed Name of Applicant Date

Disposition of application – For Town Use Only

Pd.
chk # 1058
\$500

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

Conditions:

By: Waitsfield Selectboard

AGREEMENT

This License Agreement (the "Agreement") is made as of the 15th day of March, 2025 by and between MRG Shops, LLC 15 Main Street, Ayer, MA 01432 (the "Licensor") and Waitsfield Farmer's Market Corp. with a business address of P.O. Box 1342, Waitsfield, Vermont 05673 (the "Licensee").

In consideration of the mutual promises herein contained, Licensor and Licensee agree as follows:

1. Licensor hereby licenses and grants permission to Licensee to use a certain parcel of land located at the Licensor's facility at Mad River Green Shops, on Route 100 in Waitsfield, Vermont, as designated the "Licensed Area" on Exhibit A, attached hereto, for the sole purpose of operating a farmer's market on Saturdays during the term hereof (the "Licensed Area").
2. The foregoing license shall commence on May 14, 2025 and shall terminate on October 1~~9~~, 2025. Notwithstanding the foregoing, unless terminated for cause as provided herein, this License may be terminated at any time by thirty (30) days prior written notice given by Licensor to Licensee. If terminated for cause, Licensee shall vacate the Licensed Area within ten (10) days of written notice from Licensor. For purposes of this paragraph, the meaning of the term "cause" shall include, but not be limited to: (a) any property repair requiring access to the Licensed Area; (b) Licensee negligence of the Licensed Area or abutting Licensor property without repairing after notice; and, (c) Licensor is required by its lender, the Town of Waitsfield or other governmental authority to shut down the farmer's market.
4. On or before May 1, 2023, Licensee shall pay to Licensor in full the license fee of \$2,150.00 by mailing or delivering same to the address set forth herein for Licensor.
5. Licensee accepts the Licensed Area in "as is" condition. During the term of this License Agreement, Licensor shall be responsible for keeping the Licensed Area clean and without debris. Upon conclusion of the License period, Licensee shall return the Licensed Area to Licensor in the same condition that it was received in, usual wear and tear excepted.
6. Licensor does not assume any liability whatsoever for bodily injury, death or property damage of any kind or nature to or suffered by Licensee or any of Licensee's agents, contractors, employees, visitors and invitees. Licensee hereby waives and releases any and all claims or damages against or liability of Licensor for bodily injury, death or property damage from any cause occurring on or about the property. In each case to the fullest extent permitted by applicable law. Licensee agrees to defend, indemnify and hold harmless Licensor, its affiliates,

and its officers, directors, agents and employees from all claims, liabilities, loss, damages, costs and expenses, including but not limited to reasonable attorney's fees and costs, arising out of bodily injury, death or property damage of any kind or nature arising in whole or in part from any exercise of Licensee's rights under this license and/or the use of the Licensed Area to the fullest extent permitted by law. The provisions of this paragraph 6 shall survive expiration or termination of this Agreement.

7. Licensee shall not make any alterations to the Licensed Area and shall not cause a nuisance or waste in or of the Licensed Area and abutting Licensor property.
8. Licensee shall provide comprehensive general liability insurance with a combined single limit of not less than \$2 million in respect to any one person and \$3 million in respect to any one occurrence on account of bodily injury (including death) and property damage, insuring against all liability of Licensee and its agents, contractors, employees, visitors and invitees arising out of or in connection with Licensee's exercise of its rights hereunder. Such insurance shall name Licensor and Crosspoint Associates, Inc., as additional insureds. Licensee shall provide a certificate of insurance to Licensor as the certificate holder. Such insurance shall
 - a) be written by such, companies licensed to provide insurance in the State of Vermont on such terms, in such form and for such periods as Licensor shall approve (such approval not to be unreasonably withheld, conditioned or delayed),
 - b) be primary and without right of contribution from another insurance which may be available, c) waive any right of setoff, counterclaim, subrogation or any deduction in respect of any liability of Licensor to Licensee, its agents, contractors, employees, visitors and invitees, d) provide that with respect to Licensor, the insurance shall not be invalidated by any action or inaction by Licensee, its agents, contractors, employees, visitors and invitees, including without limitation, any misrepresentations made by Licensee in the procurement of such insurance, and e) provide that it shall not be cancelled or amended without at least 30 days prior to written notice to Licensor.
9. Licensee shall have no right to sublet or assign any of its rights under this Agreement.
10. **Cumulative Remedies.** All rights and remedies of Licensor and Licensee set forth herein are in addition to all other rights and remedies available at law or in equity. All rights and remedies available hereunder or at law or in equity are expressly declared to be cumulative. The exercise by Licensor or Licensee of any such right or remedy shall not prevent the concurrent exercise of any other right or remedy hereunder or subsequent exercise of the same or any other right or remedy. No delay in the enforcement or exercise of any such right or remedy shall constitute a waiver of any default hereunder or of any of Licensor's or Licensee's rights or remedies in connection therewith. Neither Licensor nor Licensee shall be deemed to have waived any default hereunder unless such waiver is set forth in a written instrument. If Licensor or Licensee waives in writing

any default, such waiver shall not be construed as a waiver of any covenant, condition or agreement set forth in this Agreement except as to the specific circumstances described in such written waiver. Nothing contained in the Agreement shall limit or prejudice the right of Licensor to prove for and obtain in proceedings for bankruptcy or insolvency by reason of the termination of this Agreement an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved.

11. If Licensee shall record this Agreement or any notice of this Agreement, this Agreement shall thereupon terminate.
12. Notice to either party shall be in writing and shall be validly given when hand-delivered with return receipt provided or sent by courier or express services guaranteeing overnight delivery or by certified mail return receipt requested, addressed to the address set forth in the Agreement for each party and, in the case of Licensor, directed to MRG Shops, LLC 15 Main Street, Ayer, MA 01432 (the "Licensor") and Waitsfield Farmer's Market Corp. with a business address of P.O. Box 1342, Waitsfield, Vermont 05673 (the "Licensee"). or such other address or such person as either party may specify in writing from time to time.
13. Licensee is a Vermont domestic, non-profit corporation and hereby warrants that the individual executing this Agreement has obtained all authorization and approvals necessary to enter into this Agreement on behalf of Licensee.
14. If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
15. The provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and each of their respective successors and assigns, subject to the provisions hereof restricting assignment or subletting by Licensee.
16. This Agreement may be executed in multiple counterparts and may be executed and delivered in electronic format including, without limitation, as a PDF submitted by email and each complete copy shall be deemed to be an original.
17. This Agreement is the entire Agreement between the parties, superseding all prior oral and written communications between the parties, and shall be governed with all respects by the laws of the State of Vermont. When required by the context of this Agreement the singular shall include the plural, and vice versa, and each of the masculine, feminine and neuter genders shall include each of the others.

IN WITNESS WHEREOF, Licensor and Licensee have signed this Agreement under seal as of the day and year first above written.

LICENSOR:
MRG Shops, LLC

By:

| | |
|---------------------------------------|-----------|
| DocuSigned by: <i>Ryan McGuane</i> | 3/20/2026 |
| 7C8634586BA7347 | |

Name: Ryan J. McGuane

Title: Manager

LICENSEE:
Waitsfield Farmer's Market Corp.

By:

| | |
|--------------------------------------|-----------|
| Signed by: <i>Heather Mallory</i> | 3/20/2026 |
| 328568FF4D03A431 | |

Name: Heather Mallory

Title: Farmers Market Manager

Long Project Description

Waitsfield Community Wastewater Infrastructure Project

EPA STAG Clean Water SRF — FY 2027 Congressionally Directed Spending Request

Recipient: Town of Waitsfield, Vermont

Project Overview

The Town of Waitsfield, Vermont requests Congressionally Directed Spending through the EPA STAG Clean Water State Revolving Fund to support construction of the Waitsfield Community Wastewater Infrastructure Project — a community wastewater system using neighborhood-scale septic tank effluent pumping for collection and centralized tertiary treatment at the town-owned Munn Site, serving Irasville Village and Waitsfield Village. The project will retire 111 aging and failing private septic systems, eliminate direct public health risks posed by leachfields sited in floodplains and drinking water well isolation zones, protect the water quality of the Mad River, and enable sustainable economic growth in Vermont's largest unsewered village. By enabling compact, village-centered development, the project will expand housing capacity, support existing businesses and attract new investment to the village center, and protect Waitsfield's surrounding working landscapes — the farms and forests that define the Mad River Valley's character — from sprawl development. The project will also unlock critical civic capacity: Waitsfield Elementary School is constrained by its current septic system, and centralized wastewater infrastructure is a prerequisite for the school's ability to serve a consolidated student population — an identified priority in Vermont's ongoing school consolidation efforts.

The project is at 90% final design with a planned bid date of summer 2026 and construction targeted to commence fall 2026. The Town of Waitsfield is a municipality eligible under the Clean Water SRF program. The Town has used ARPA funds and Vermont Clean Water State Revolving Fund financing to support planning and design. For construction, the Town has secured a full funding package of \$18,535,117, including a voter-approved \$15,005,518 municipal bond, a USDA Rural Development loan of \$7,553,000 and grant of \$649,000 (Letter of Conditions, August 27, 2025), a \$1,000,000 Northern Border Regional Commission Catalyst Program grant, and a Vermont Clean Water State Revolving Fund loan of \$5,443,263, as detailed below.

Required Question Responses (EPA STAG Clean Water SRF)

Question 1: What is the project purpose?

This is a wastewater project. The Waitsfield Community Wastewater Infrastructure Project will construct a municipal wastewater collection system and treatment facility to serve Irasville and Waitsfield Village. The primary purpose is to eliminate direct public health risks posed by 111 aging private septic systems — many located in floodplains, river corridors, and drinking water well isolation zones — that are failing or cannot be brought into compliance due to lot and soil constraints. By retiring these systems and centralizing treatment at the town-owned Munn Site, the project will protect water quality in the Mad River and surrounding groundwater from ongoing nutrient loading and pathogen discharge. The

improved infrastructure will also remove a longstanding barrier to housing development and economic activity in Vermont's largest unsewered village.

Question 2: How will the project help the recipient meet applicable water standards?

The project will directly improve surface and groundwater quality in the Mad River watershed by eliminating over 111 leachfields — many located in floodplains, river corridors, and drinking water well isolation zones — that pose documented risks of nutrient loading and pathogen discharge. A 2011 planning study found that nearly 50% of properties in Waitsfield Village and 25% of properties in Irasville cannot replace their existing septic systems with fully code-compliant systems due to lot size and soil constraints, meaning the existing infrastructure will continue to degrade without this intervention. The elimination of failing leachfields from drinking water well isolation zones is particularly significant — properties in these zones risk direct contamination of private drinking water supplies, an immediate public health concern for residents who rely on wells in close proximity to failing systems.

By relocating wastewater treatment to a community wastewater system with neighborhood-scale STEP collection and centralized tertiary treatment at the town-owned Munn Site — sited away from flood-prone areas — the project eliminates ongoing discharge risks to both surface and groundwater. Treatment will be provided by a Sequencing Batch Reactor (SBR), a tertiary treatment technology selected through a competitive preselection process and evaluated specifically for its ability to meet Vermont's Indirect Discharge Permit requirements for discharge to the Mad River watershed. A site-specific wastewater loading test was conducted at the Munn Site as part of the permitting process to verify the site's capacity to meet water quality discharge limitations set by Vermont DEC. The new system will provide tertiary-level treatment to a capacity of up to 89,000 gallons per day, meeting Vermont's stringent Indirect Discharge Permit standards and eliminating a chronic source of public health risk that has persisted in Waitsfield's village centers for decades.

Question 3: Is this project primarily to support existing water needs or future growth? Is this for planning/design, construction, or both?

This project is primarily designed to address existing wastewater needs — specifically, the retirement of failing and aging private systems that already serve current residents and businesses in Irasville and Waitsfield Village. The driving purpose is the protection of public health and the water quality of the Mad River: over 111 priority parcels have leachfields that are failing, aging, or sited in floodplains, river corridors, and drinking water well isolation zones, and for many of these properties a compliant individual replacement system is not feasible under current Vermont regulations regardless of cost. This project resolves a longstanding public health and environmental infrastructure deficit in Vermont's largest unsewered village, not a speculative future growth scenario.

This request is for construction funding to help close the affordability gap for the full project. The complete wastewater system — STEP collection, pump stations, and tertiary treatment facility — is designed as a single project going out to bid in summer 2026, with the project at 90% design.

As a secondary benefit, the project will unlock significant community capacity that is currently constrained by the absence of centralized wastewater. Up to 70 new dwelling units can be accommodated within the designated village center, directly addressing the Mad River Valley's critical housing shortage. Waitsfield Elementary School — currently constrained by its existing septic system — will gain the capacity needed to serve a consolidated student population, consistent with Vermont's

school consolidation priorities. Existing businesses will be freed from septic constraints that limit expansion, and new commercial investment will be better positioned to locate in the village center. By concentrating this growth within Irasville and Waitsfield Village, the project protects the surrounding working landscapes — the farms and forests that define the Mad River Valley — from sprawl development. The 2023 Waitsfield Town Plan, the Central Vermont Regional Plan (2024), and the newly adopted Irasville Village Master Plan all identify wastewater infrastructure as essential to these goals.

Question 4: Describe the project recipient.

The project recipient is the Town of Waitsfield, a Vermont municipality (incorporated town) governed by a five-member Selectboard. Waitsfield is a general-purpose local government and public entity eligible to receive Clean Water SRF funding. The Town has the legal authority and institutional capacity to own, operate, and maintain a municipal wastewater system. The Town already operates a community water system serving the Designated Village Center, constructed in 2012, demonstrating existing utility management capacity. The Town Administrator serves as the primary point of contact for the project, and the Town has engaged engineering consultants for design and will procure a general contractor through a public bid process.

The direct beneficiaries of this project are the residents, property owners, and businesses of Irasville and Waitsfield Village — a community of approximately 1,844 people — who currently rely on aging and in many cases non-compliant private septic systems. The project will serve residents, property owners, and businesses throughout Irasville and Waitsfield Village upon completion, with capacity to accommodate up to 70 additional dwelling units as the village center develops.

Question 5: What is the total estimated cost of the project, based on the facilities plan or preliminary engineering report?

The total estimated project cost is \$18,535,117, based on the confirmed project funding stack. Project costs are estimated as follows: construction — collection system, pump stations, and associated infrastructure: ~\$15,027,082; engineering (feasibility study through construction administration and inspection, Steps I–II): ~\$1,187,956; legal, fiscal, and administrative: ~\$537,750; contingency: ~\$782,329. This CDS request supports the construction of the full project. The project is anticipated to be bid as two contracts — one for the Munn Site wastewater treatment facility and one for the collection system, pump stations, and associated infrastructure — with both going out to bid in summer 2026. The full funding stack of \$18,535,117 is committed across grants, loans, and the voter-approved municipal bond, as detailed in Questions 8 and 10.

Question 6: What is the amount requested for the project?

The Town of Waitsfield is requesting \$3,500,000 in CDS funding through the EPA STAG Clean Water SRF account. These funds will be applied directly toward construction of the Waitsfield Community Wastewater Infrastructure Project.

Question 7: Is the amount requested scalable to a lower amount, and if so, what is the minimum amount?

Yes, the request is scalable. A minimum of \$1,000,000 would meaningfully contribute to the project and could be applied directly toward construction costs. The requested amount of \$3,500,000 reflects a thorough analysis of project affordability and the long-term debt service burden the Town and its ratepayers will carry — the Town has carefully evaluated what level of grant support is needed to keep

user rates affordable for a community with a median household income well below the state average. Any CDS award, at whatever level, would directly reduce the loan burden and improve affordability outcomes for Waitsfield residents. The Town would adjust its financing plan accordingly.

Question 8: Please list any funding received from federal appropriations, including fiscal year and source.

The following funding has been secured for this project:

Received & Committed Grants:

- \$353,092 — Vermont Clean Water SRF grant (used for planning and design)
- \$28,677 — Town ARPA funds (used for planning and design)
- \$2,508,085 — ARPA Village Water & Wastewater Grant
- \$1,000,000 — Additional ARPA Village Water & Wastewater Grant (May 2025)
- \$649,000 — USDA Rural Development grant, CFDA 10.760 (Letter of Conditions, August 27, 2025)
- \$1,000,000 — Northern Border Regional Commission, Catalyst Program grant (AP-NBRC-482, December 8, 2025)

Committed Loans:

- \$7,553,000 — USDA Rural Development loan, CFDA 10.760 (Letter of Conditions, August 27, 2025)
- \$5,443,263 — Vermont Clean Water State Revolving Fund loan

Municipal Bond:

- \$15,005,518 — Voter-approved municipal bond, June 11, 2024 (415–140, 3:1 margin)

Total Secured Funding: \$18,535,117

The Town has not previously received CDS or Congressional appropriations funding for this project.

Question 9: Does the community have a financing plan certified by an authorized local official demonstrating how it will cover the matching funds of 20% or more?

Yes. The Town has a fully documented financing plan that well exceeds the 20% non-federal match requirement. The non-federal match is met through the \$15,005,518 voter-approved municipal bond (passed 3:1 in June 2024) and the \$5,443,263 Vermont Clean Water State Revolving Fund loan — both non-federal sources — which together represent the majority of the total project funding. The municipal bond also authorizes the Town to take on the USDA Rural Development loan as part of the overall funding stack. A financing plan certified by the Selectboard Chair is available upon request.

Question 10: What are the anticipated non-federal sources of funding for this project?

The anticipated non-federal sources of funding for this project are:

- \$15,005,518 — Municipal bond, voter-approved June 11, 2024 (415–140, 3:1 margin)
- \$5,443,263 — Vermont Clean Water State Revolving Fund loan
- \$353,092 — Vermont Clean Water SRF grant
- \$3,536,762 — ARPA funds (\$28,677 Town ARPA + \$2,508,085 ARPA Village Water & Wastewater Grant + \$1,000,000 Additional ARPA Village Water & Wastewater Grant)
- \$34,149 — Applicant contribution

Question 11: What is the project's status?

The project is at 90% final design. The Preliminary Engineering Report (DuBois & King, Inc., July 2024) is complete. Final design is anticipated to be complete in summer 2026, with both construction contracts going out to bid in June 2026 and construction anticipated to commence shortly thereafter.

The Town of Waitsfield is fully committed to this project. The Selectboard has maintained active community engagement throughout the process, including a wastewater infrastructure project update in autumn 2025 and a community infrastructure summit in February 2026 to ensure residents are informed of project progress and the path forward. This sustained engagement reflects the Selectboard's dedication to transparency and the community's strong support for seeing this project through to construction.

Question 12: Has the community ever received state or federal funding for water infrastructure projects?

Yes. The Town has received the following state and federal infrastructure funding for this project: \$353,092 Vermont Clean Water SRF grant and \$28,677 in Town ARPA funds (both used for planning and design); \$2,508,085 ARPA Village Water & Wastewater Grant; \$1,000,000 Additional ARPA Village Water & Wastewater Grant (May 2025); a Northern Border Regional Commission Catalyst Program grant of \$1,000,000 (AP-NBRC-482, December 8, 2025); a USDA Rural Development Letter of Conditions (August 27, 2025) for a \$7,553,000 loan and \$649,000 grant under CFDA 10.760; and an approved Vermont Clean Water State Revolving Fund loan of \$5,443,263. Engineering for the project has been partially supported through DEC CWSRF and ARPA-funded engineering agreements with DuBois & King, Inc. The Town has not previously received CDS or Congressional appropriations funding for this project.

State IUP Status

The project is listed on Vermont's most recently finalized Clean Water State Revolving Fund Intended Use Plan and is ranked high on the state's priority list. The Town has an approved Vermont Clean Water SRF loan of \$5,443,263 confirmed in the project funding stack. Documentation of the IUP listing is available upon request.

Budget Breakdown

The following is an estimated budget breakdown for the Waitsfield Community Wastewater Infrastructure Project. Final figures will be confirmed upon completion of bidding.

Estimated Total Project Cost: \$18,535,117

- Construction — collection system, pump stations, and associated infrastructure: ~\$15,027,082
 - Engineering fees (feasibility study through construction administration and inspection, Steps I–II): ~\$1,187,956
 - Legal, fiscal, and administrative costs: ~\$537,750
 - Contingency: ~\$782,329
-

Sources of Funds:

- Vermont Clean Water SRF grant: \$353,092

- Town ARPA funds: \$28,677
 - ARPA Village Water & Wastewater Grant: \$2,508,085
 - Additional ARPA Village Water & Wastewater Grant: \$1,000,000
 - USDA Rural Development grant (CFDA 10.760): \$649,000
 - Northern Border Regional Commission Catalyst Program grant: \$1,000,000
 - USDA Rural Development loan (CFDA 10.760): \$7,553,000
 - Vermont Clean Water State Revolving Fund loan: \$5,443,263
 - Applicant contribution: \$34,149
 - Municipal bond (voter-approved June 11, 2024): \$15,005,518
-

Supporting Narrative

Community Need

Waitsfield is home to Vermont's largest unsewered town. Wastewater in Waitsfield has always been managed entirely through private septic systems on individual properties — and over time, that aging infrastructure has deteriorated beyond what property owners can reasonably address on their own. For many priority parcels, replacement is not simply cost-prohibitive — under current Vermont regulations, a fully compliant individual system is not feasible at all, given lot size constraints, soil conditions, and required setbacks from wetlands, river corridors, and drinking water wells. Replacing or upgrading these systems is increasingly difficult for property owners: adequate septic capacity is constrained by lot size and soil conditions, and the cost of compliant replacement systems poses a significant burden for households in a community where, as detailed below, the median household income falls well below the state average — a challenge compounded by the direct risk that failing systems pose to both drinking water supplies and the health of the Mad River. A 2011 planning study identified that nearly half of properties in Waitsfield Village and a quarter of properties in Irasville cannot replace their failing systems with fully compliant alternatives due to lot size and soil constraints. Over 111 properties — identified as priority parcels and the primary focus of the wastewater project — have leachfields older than 40 years or situated in floodplains, river corridors, or drinking water well isolation zones, conditions that pose direct risks to public health and to the water quality of the Mad River. The Mad River Valley's economy and quality of life depend on a healthy river, and aging septic infrastructure in flood-prone areas poses an ongoing and unacceptable risk to that resource. The median household income for the project service area is approximately \$46,000 — well below the Vermont state median of \$81,000 — underscoring that this is a community with limited financial capacity to address aging infrastructure without federal support.

The Mad River Valley is facing a critical housing shortage. The rental vacancy rate has reached 0%, and the 2020 Mad River Valley Housing Demand and Market Analysis identified unmet demand for 365 households across the region, including 61 households in Waitsfield alone — 40 low-income and 21 moderate-income. Without centralized wastewater, infill development in the village center is effectively blocked. Property owners cannot build new units if they cannot permit new wastewater systems, and banks are reluctant to finance properties with unresolvable septic encumbrances. The newly adopted Irasville Village Master Plan, adopted by the Waitsfield Planning Commission in winter 2025–2026,

establishes a clear framework for new housing and commercial development in Irasville — but that vision is entirely contingent on the availability of centralized wastewater treatment.

Community Support

This project has earned exceptional public support through an inclusive, multi-year engagement process, and the Mad River Valley Planning District has been an invaluable partner throughout. The Town conducted monthly written project updates, maintained a dedicated project webpage, held multiple well-attended public meetings, and sent mailers to every taxpayer in Waitsfield. The business community has been a vocal advocate for the project, with local business owners speaking in support at public meetings and the project receiving broad coverage and community discussion through the Valley Reporter and local social media. The community's confidence in the project was demonstrated decisively: in June 2024, voters approved a \$15,005,518 municipal bond by a margin of 415 to 140 — a 3:1 vote in favor — one of the strongest bond approvals in the town's recent history. The Selectboard has continued that commitment to transparency well beyond the bond vote, holding a dedicated wastewater infrastructure project update in autumn 2025 and convening a community infrastructure summit in February 2026 to keep residents informed of project progress and the path to construction.

Alignment with State and Regional Plans

The need for wastewater infrastructure has been consistently identified in Waitsfield's local planning documents and in state and regional plans. The 2023 Waitsfield Town Plan designates wastewater system construction as a top-priority action. The Central Vermont Regional Plan (2024) identifies wastewater infrastructure as critical for protecting public health and reinforcing desired growth patterns. The West Central Vermont Comprehensive Economic Development Strategy (CEDS, 2023) specifically prioritizes investment in Waitsfield's water and wastewater systems as a driver of small business development and workforce housing.

The project also aligns directly with Vermont's statewide housing priorities. The Vermont 2025 Housing Needs Assessment, published by the Department of Housing and Community Development, identifies a need for 24,000 to 36,000 additional homes statewide by 2029 — and the Vermont HOME Act of 2023 established regional housing production targets as a matter of state law. Waitsfield's lack of centralized wastewater makes it exceedingly difficult to achieve the compact, village-centered growth called for in state and regional plans — without it, new development is effectively pushed outward onto larger lots where individual septic systems are feasible, driving sprawl rather than the smart infill growth that Vermont's housing targets depend on. On the environmental side, Vermont's Clean Water Act (Act 64, 2015) established a Tactical Basin Planning process requiring ongoing prioritization of water quality restoration across all 15 river basins. The Mad River — a tributary of the Winooski River — is subject to that planning framework, and the elimination of failing leachfields from its corridor and floodplain directly advances the water quality goals the state is legally obligated to pursue.

Readiness

The Waitsfield Community Wastewater Infrastructure Project is among the most construction-ready wastewater projects in Vermont. Final design is at 90% completion, based on the Preliminary Engineering Report by DuBois & King, Inc. (Amendment 4, December 2025). The treatment site — the town-owned Munn Site — has been selected, evaluated, and geotechnically assessed. The wastewater collection system, pump stations, and treatment facility are designed as a single project going out to bid in summer 2026, anticipated as two contracts, with construction commencing fall 2026.

The Town has secured a full financing package of \$18,535,117, including a voter-approved \$15,005,518 municipal bond, \$3,536,762 in ARPA funds, a \$353,092 Vermont Clean Water SRF grant, a confirmed USDA Rural Development loan of \$7,553,000 and grant of \$649,000 (Letter of Conditions, August 27, 2025), a \$1,000,000 Northern Border Regional Commission Catalyst Program grant (December 8, 2025), and a Vermont Clean Water State Revolving Fund loan of \$5,443,263 covering the remaining project balance.

The Selectboard and the full community are committed to this project. Following the 3:1 bond vote in June 2024, the Selectboard has continued to demonstrate that commitment through a dedicated wastewater infrastructure update in autumn 2025 and a community infrastructure summit in February 2026. CDS funding from Senator Welch's office would directly advance construction of this shovel-ready project and help close the remaining affordability gap for the Mad River Valley community.

Submitted by:

York Haverkamp

Town Administrator & Public Information Officer

Town of Waitsfield, Vermont

1 **TOWN OF WAITSFIELD, VERMONT**

2 **Selectboard Meeting Minutes**

3 **Monday, March 16, 2026**

4 **Draft**

5
6 **Members Present:** David Babbott-Klein, Chach Curtis, Fred Messer, Brian Shupe, Larissa
7 Ursprung

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

9 **Others Present:** Bob Cook, Emma Delphin, Hugh Johnson, Tripp Johnson

10
11 **I. Call to Order:** The meeting was called to order at 6:30 pm by Brian Shupe. The meeting was
12 held in person at the Waitsfield Town Office and remotely via Zoom.

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

15 A request had been received from Hugh Johnson hold a discussion of Butternut Hill
16 culvert/road matters; this was added to the agenda as item 18.

17
18 **2. Public Forum**

19 Nobody requested time to address the Board.

20
21 **II. Regular Business**

22 **1. Election of Chair and Vice-Chair**

23 Mr. Shupe accepted a nomination to serve as Chair and was elected unanimously.

24 Ms. Ursprung accepted a nomination to serve as Vice-Chair and was elected unanimously.

25 **2. Adopt 2026 regular meeting schedule**

26 Some adjustments were made to the proposed meeting schedule, and the schedule was
27 adopted as amended. Meetings will be held on the second and fourth Monday of each month,
28 beginning at 6:30 pm, with adjustments made for holidays and other circumstances.

29
30 **3. Designate newspaper of record**

31 There was an acknowledgment of a proposal received from the Valley Reporter that the paper
32 continues to serve as the Board's newspaper of record.

33
34 **MOTION:** *A motion to designate The Valley Reporter as the Board's newspaper of record*
35 *passed unanimously.*

36
37 **4. Review and adopt Rules of Procedure**

38 No changes were made to the Rules of Procedure, and motion to adopt the Rules passed
39 unanimously.

40
41 Later in the meeting, it was agreed to review the Rules for possible amendments related to
42 meeting during emergency situations.

44 **5. Review and adopt Conflict of Interest Policy**

45 No changes were made to the Conflict of Interest Policy, and motion to adopt the Policy passed
46 unanimously.

47

48 **6. Appointments to Town Commissions**

49 It was agreed to discuss these appointments in Executive Session as a personnel matter.

50

51 **7. Consider approval of Outdoor Consumption Permit for Joy Bar**

52 Emma Delphin outlined her plans for providing service on the deck/porch area of the venue,
53 noting that the space has been reviewed and approved by the Department of Liquor Control.
54 She confirmed that all related staff training is current.

55

56 Ms. Delphin also noted that she may plan some outdoor events on the adjacent green during
57 the summer months, for which she will have more details going forward.

58

59 **MOTION:** *A motion to approve an Outdoor Consumption Permit for Joy Bar passed*
60 *unanimously.*

61

62 **8. Mad River Path update and discussion**

63 Misha Golfman was not present; it was noted that he had voiced some concern regarding the
64 impact of Waitsfield's fiscal year start on the availability of funds approved for the Route 100
65 Transportation Corridor Project Manager position, but that he had determined it was suitable
66 to move forward with advertising the position in anticipation of those funds being available
67 after July 1.

68

69 **9. Consider approval of Mad River Triathlon Public Festival Permit**

70 It was noted that there were no significant changes from last year's event.

71

72 **MOTION:** *A motion to approve the Mad River Triathlon Public Festival Permit, to take place on*
73 *April 12, 2026 was approved unanimously.*

74

75 **10. Water leak discovery and repair update**

76 It was reported that the leak which began several weeks ago had been determined to be
77 located in front of 4330 Main Street, where the Wine Shoppe is located. Kingsbury is able to
78 begin excavation of the site in the coming week, which will affect some sidewalk panels and the
79 parking spaces, but not the roadway. These areas will be backfilled and StayMat will be
80 applied, with replacement of the concrete/asphalt to take place once the weather is suitable.
81 No disruption to water service is anticipated unless the leak turns out to be on the main line,
82 although that is not believed to be the case. Users will be notified that this work will be taking
83 place, and informed of where any boil water notice will be posted if that becomes necessary. It
84 was noted that the work to be completed is to be funded by water system reserve funds.

85

86 **11. Town Garage**

87 Mr. Shupe reported on recent meetings held with the Breadloaf team, noting that some design
88 changes are being incorporated into the plans, with two items needing consideration by the
89 Board.

90 The first matter Mr. Shupe outlined is the schedule and related timing of placing orders and
91 holding a bond vote. In order to begin construction in the spring of 2027, it is likely that some
92 orders will need to be placed before a bond vote is held. Additionally, there are costs on a
93 closer horizon related to planning aspects such as site investigation and septic planning. Mr.
94 Shupe explained that, even if it is decided to hold a bond vote during the August primary
95 election rather than the November general election, it may be necessary to use Reserve funds
96 in order to stay on track for a spring 2027 start of construction. It was agreed that Mr.
97 Haverkamp will look into whether bond funds are able to be used to replenish Reserve funds
98 which have been spent on the bonded project.
99

100 The second matter Mr. Shupe brought forward was planning for a heating/cooling system. He
101 noted that there are those with preferences for propane and others who would prefer to avoid
102 use of fossil fuels, but that the planning group is currently focused on heat pump(s) for the
103 primary heat, with pellets as a back up source, and a propane fueled generator for emergency
104 situations. It was agreed by Board members that a cooling system in the break room would be
105 beneficial, and that planning for at least the infrastructure for general cooling of the building
106 might be considered. Mr. Shupe noted that Breadloaf has provided cost and other information
107 for various heating/cooling options. The Board also concurred that fossil fuels are not
108 preferred, and it was suggested that Efficiency Vermont opportunities be explored.
109

110 Mr. Messer pointed out that the decisions also need to be made regarding the salt shed; a new
111 location has been decided on, which will likely be adjusted to allow for deliveries, and the size
112 may be increased. He proposed that this work be part of the garage project.
113

114 It was also noted that there needs to be planning for continuous operation of the Road Crew
115 during construction.
116

117 The Board will review project information in more detail at an upcoming meeting, before the
118 next planning group meeting with Breadloaf, which is scheduled for mid-April.
119

120 **12. Review and consider awarding paving bid for Joslin Hill and North Roads**

121 Mr. Haverkamp reported that two bids had been received, and that Charlie Goodman had met
122 with both firms. Mr. Goodman and Josh Rogers have recommended that the contract be
123 awarded to Pike, based upon the quality of work they provided during last year's East Warren
124 Road paving. Board members reviewed the exclusions listed in each proposal, noting that they
125 would like a better understanding of what additional costs might be associated with the
126 project.
127

128 **MOTION:** *A motion passed unanimously: to accept the quote from Pike, and authorize the*
129 *Town Administrator to sign an agreement for the paving of Joslin Hill and North Roads as*
130 *outlined, conditioned on an estimate being provided by Mr. Goodman which is no greater than*
131 *20% of the bid price, for the costs of contracted work to cover the exclusions listed in bullet point*
132 *#5 which are likely to be necessary.*
133

134 **13. 4811 Main Street sidewalk**

135 Mr. Haverkamp spoke of the owner of this property having raised concerns regarding the
136 drainage at his property's sidewalk/driveway area, noting that Mr. Goodman has acknowledged

137 that this area has routinely been problematic and that he will look into corrective measures
138 that might be taken. It was agreed that the area in front of the Valley Players should also be
139 looked into, as well as the Couples' Field driveway. Mr. Shupe suggested coordination with the
140 sidewalk work that will be needed following the water line repair. Mr. Haverkamp explained
141 that Mr. Goodman may be consulting with others on best ways to address drainage, and also
142 noted that the asphalt repair in front of the Town Office will be addressed if determined to be
143 necessary after the weather has settled.

144
145 **14. Scheduling of Special Town Meeting for MRVAS and Couples' Club**

146 Mr. Haverkamp reported that The Skatium had expressed interest in being considered for
147 property tax exemption; it was agreed to keep that request separate for consideration at next
148 year's Town Meeting so that the standard process can be followed.

149
150 Mr. Haverkamp explained the logistics of holding a special Town Meeting on May 11 for
151 consideration of renewing the property tax exemptions for MRVAS and the Couples' Club
152 properties. It was noted that a Selectboard member may fill in as Moderator if Kari Dolan is not
153 available on that date.

154
155 **15. Consent Agenda**

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

- 157
- 158 • Approve Bills Payable & Treasurer's Warrants
 - 159 • Approve reappraisal contract
 - 160 • Approve Minutes of Town Meeting 2026
 - 161 • Approve Minutes of 03.02.2026 Selectboard Meeting

162
163 **16. Town Administrator's Report**

164 Mr. Haverkamp noted that Cemetery Trust appointments will be on the next meeting's agenda.

165 He also noted that the conduit for the power supply to the Town Office building was damaged
166 during winter maintenance, and that an electrician will be coordinating with Green Mountain
167 Power to remedy the situation. Mr. Messer reported that the conduit pipe next to the Village
168 covered bridge is also broken, although the wires appear to be intact. Mr. Haverkamp will
169 address this.

170
171 Mr. Haverkamp explained that he has been working with State officials to establish collection
172 of the approved LOT taxes, and will confirm that they will begin to be collected on July 1, 2026.

173
174 It was agreed that Mr. Haverkamp should begin the process to allow for a Public Hearing on the
175 updated Domestic Animal Ordinance to take place at the March 30 Selectboard meeting.

176
177 **17. Selectboard Roundtable**

178 Mr. Messer reported that the Mad River is ice free after ice jams created potential for flooding
179 over the weekend.

180
181 Mr. Babbott-Klein thanked all those who helped with town meeting organization.

182

183 Mr. Shupe reported that he, Mr. Haverkamp, Charlie Hosford, Leo Laferriere, and Curt Lindberg
184 had met to begin developing a plan for addressing potential emerald ash borer impacts to Main
185 Street ash trees. He noted that the plan will include public outreach.

186
187 Mr. Shupe reported that some improvements to Farley Park are being planned, including
188 discussions with VTrans regarding the size of the curb cut which will provide access to a small
189 parking area. He noted that May 2 has been established as the potential date for an opening
190 event at the site.

191
192 **18. Butternut Culvert**

193 Board members discussed with Tripp and Hugh Johnson the condition of the culvert on
194 Butternut Hill Road at Hugh Johnson's property, and the damage to that property which was
195 potentially due to the culvert overflowing during a flash flood in 2025. The Johnsons indicated
196 that they are requesting that the property be restored to its pre-flood condition, and provided
197 some documentation of costs they have incurred for associated work. They further explained
198 the stream/culvert configurations, and changes that have resulted from previous flooding
199 events at the site.

200
201 Mr. Haverkamp outlined the work completed in coordination with consultation with ANR staff,
202 which included excavation and installation of a header; this is intended to reduce impacts of
203 any future flooding.

204
205 Mr. Shupe confirmed that there are many undersized culverts in Town, and explained that a
206 replacement schedule is being refined, with the intent to complete this type of work on an
207 ongoing basis, rather than waiting for emergency funds to become available. Mr. Haverkamp
208 noted that the tentative schedule includes completion of a hydrologic and hydraulic (H and H)
209 study for the Butternut culvert.

210
211 The Board thanked the Johnsons for providing information for the Board to review, and there
212 was agreement that there would be continued communication on this matter.

213
214 **III. Executive Session**

215 **MOTION:** *A motion to find that premature general public knowledge would clearly place the*
216 *public body or a person involved at a substantial disadvantage passed unanimously.*

217
218 **MOTION:** *A motion to enter Executive Session per 1 VSA §313(a)(1)(E) [Pending Litigation] and*
219 *per 1 VSA §313(a)(3) [personnel], inviting Mr. Haverkamp to join, passed unanimously.*

220
221 The meeting entered Executive Session at 8:43 pm and returned to open session at 9:30 pm.

222
223 **MOTION:** *A motion to make appoint Board, Commission, and Committee members as presented*
224 *by Mr. Haverkamp passed unanimously.*

225
226 No action was taken regarding the pending litigation matter.

227
228 **IV. Adjourn**

229 The meeting adjourned at 9:32 pm.

230 Respectfully submitted,
231 Carol Chamberlin, Recording Secretary