



**TOWN OF WAITSFIELD**  
**SELECTBOARD AGENDA FOR**  
**Monday, March 16th, 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. Election of a Chair and Vice-Chair
2. Adopt 2026 regular meeting schedule
3. Designate newspaper of record
4. Review and adopt Rules of Procedure
5. Review and adopt Conflict of Interest Policy
6. Appointments to Town Commissions
7. Liquor Control Board (LCB) – Tobacco & Tobacco Substitute Licenses
  - a. Joy Bar outside consumption permit
8. Mad River Path – update and discussion with Misha Golfman
9. Mad River Triathlon public festival permit application
10. Water Leak discovery and repair update
11. Town Garage
12. Review and consider awarding paving bid for Joslin Hill Road and North Road
13. 4811 Main Street sidewalk
14. Scheduling of Special Town Meeting for MRVAS and Couples Club
15. Consent Agenda
  - a. Warrant
  - b. Reappraisal contract
  - c. Liquor Control Board (LCB) – Tobacco & Tobacco Substitute Licenses
    - i. MissMaria LLC doing business as Village Grocery - Tobacco Substitute License application
    - ii. Town Meeting Minutes 3.3.2026

iii. Meeting Minutes 3.2.2026

16. Town Administrator's Report

17. 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.

## Town Administrator Report

3.16.2026

I'll begin with a note of genuine relief...not simply that Town Meeting is behind us, but that this year's meeting was, by every measure, a success. The meeting was orderly, respectful, and efficient, and the annual budget - worked on relentlessly by the Selectboard to strike the right balance between fiscal restraint and the proper maintenance of benefits for our Town employees - passed unanimously. That outcome reflects well on this Board, our staff, and the community we serve.

Thank you and Peace

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### **Proposed 2026 Selectboard Meeting Schedule**

Meetings are held at 6:30 p.m. at the Waitsfield Town Office on the second and fourth Monday of each month, with the following adjustments to accommodate holidays and school vacations:

<b>Month</b>	<b>Dates</b>	<b>Note</b>
March	16, 30	
April	13, 27	
May	11	One meeting only; 3-week gap accommodate Memorial Day
June	1, 15, 29	Three meetings to compensate for May
July	13, 27	
August	10, 24	
September	14, 28	Three-week gap between August 24 and September 14
October	5, 26	Three-week gap; October 12 is Indigenous Peoples' Day (Town offices closed) and Harwood Unified Union autumn break
November	9, 23	
December	7, 21	Second date tentative — or 14 <sup>th</sup> with only one week

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### **Town Commission and Committee Appointments**

At Monday's organizational meeting, the Selectboard will consider appointments and reappointments to fill expiring terms across all Town commissions, committees, and Boards,

pursuant to 24 V.S.A. §§ 4323 and 4433. A full list of nominees is included in the meeting packet for Board review.

The Board is asked to act on these appointments tonight to ensure continuity of service as new terms take effect.

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### **Water Leak — Discovery and Repair Update**

On December 11th 2025, an unexplained increase in daily water consumption signaled a potential leak in the Waitsfield system. Prior to December 11th, average daily usage ran approximately 40,000 gallons; following that date, consumption rose to between 100,000 and 115,000 gallons per day.

After many early-morning investigations, SOS Water Operator Nate Fredericks located the leak late last week. On Wednesday, March 11th, a team including Nate Fredericks (SOS), Robin Morris Water Commission, and Kingsbury met to discuss the situation, identify known and unknown variables, and develop a repair plan.

The repair is currently scheduled for **Tuesday, March 24th** and is expected to be a full-day operation involving excavation to isolate and address the source of the leak. Property owners south of Valley Players will receive advance notice in the event a system shutoff is required, along with a potential boil water notice.

The Selectboard will receive a full briefing at Monday's meeting.

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### **Town Garage — Architectural Design Update**

The Town has been working with the architectural team at Breadloaf Corporation on the design of the new Town Garage. Over the past two months, Breadloaf's five-person team has met twice with the Town's project group — Brian Shupe, Fred Messer, Josh Rogers, Charlie Goodman, and Town Administrator York Haverkamp — and the project is progressing well.

Three design concepts were reviewed at the most recent meeting and are included in the packet:

- **Iteration 1** — Taller roof profile
- **Iteration 1a** — Taller roof with clerestory windows
- **Iteration 2** — Lower roof profile

The project group is moving forward with a variation of Iteration 2 — the lower roof — with the addition of windows or translucent panels, the specifics of which remain to be determined.

The full project timeline is included in the meeting packet for Board review. Monday's discussion may cover key design decisions including heating systems, emergency generator capacity, natural lighting, and overall building design. The Selectboard will have an opportunity to ask questions, provide direction, and confirm next steps with the project team.

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### **Special Town Meeting — Tax Exemption Renewals for MRVAS and Waitsfield Couple's Club**

The Town will schedule a Special Town Meeting in early May to allow voters to act on the renewal of two existing real estate tax exemptions. Both exemptions are granted under 32 V.S.A. § 3840, which requires voter approval for municipalities to exempt qualifying nonprofit properties from real estate taxation, and must be renewed periodically to remain in effect.

The two articles before voters will be:

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 32 V.S.A. §3840?

And

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 32 V.S.A. §3840?

The Selectboard is asked Monday night to authorize the scheduling of a Special Town Meeting and direct the Town Administrator to identify a date in early May, warn the meeting in accordance with 17 V.S.A. § 2640, and ensure proper public notice is provided.

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### **Cemetery Trust – Vacancy & Appointment Process**

The Town of Waitsfield has a vacancy on the Cemetery Trust, a three-member elected body currently seated with two trustees. Under Vermont law, vacancies in elected offices (with limited exceptions not applicable here) are filled by the Selectboard. When a vacancy is created, the Selectboard shall "forthwith by appointment in writing fill such vacancy until an election is had," per 24 V.S.A. § 963(a). The Selectboard must file a record of its appointment in the office of the Town Clerk, who shall record it in the book of town records, per 24 V.S.A. § 963(b).

#### **Required Steps:**

1. **Post Notice of Vacancy** — The Town is obliged to provide public notice of the vacancy within ten days of its effective date, posted in the Town Clerk's office and at least two public places in town, per 24 V.S.A. § 961(a). The Notice of Vacancy will also serve as the public advertisement for the open position, inviting interested Waitsfield residents to

submit a letter of interest to the Town administrator prior to the next Selectboard meeting.

2. **Make Appointment by Written Resolution** — The Selectboard appoints a Waitsfield registered voter to fill the vacancy. The appointment must be in writing and filed with the Town Clerk.
3. **Citizens' Right to Petition** — Because the appointee serves only "until an election is had," voters retain the right to petition for a special town meeting to elect a replacement. A valid petition requires signatures from five percent of the town's registered voters. Upon receipt, the Selectboard has 60 days to warn the meeting, which must be held no less than 30 nor more than 40 days from the date warned, per 17 V.S.A. § 2643.
4. **Term** — The appointed trustee serves until the next annual town meeting (March 2027), at which point voters will elect someone to fill any remaining unexpired term or to a new term.

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### **Paving Bids — Joslin Hill Road and North Road**

The Town received two bids for the 2026 paving project covering Joslin Hill Road and North Road:

Vendor	Tonnage	Unit Price	Total Bid
F.W. Whitcomb Construction Corp.	2,310 tons	\$93.14/ton	\$215,153.40
Pike Industries, Inc.	2,400 tons	\$92.73/ton	\$222,552.00

While Whitcomb's total bid appears lower, both quotes are subject to the VTrans Asphalt Price Adjustment Specification based on a February 2026 index of \$638/ton. When the actual product cost is factored in, Pike Industries' lower unit price makes their bid the more economical option. The Road Commissioner and Road Foreman are recommending award of the contract to Pike Industries, Inc.

The Selectboard is asked to review the bids and vote to award the contract.

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### **4811 Main Street — Sidewalk Condition**

The owner of 4811 Main Street - located directly across from the Town Pond - has contacted the Town to flag a concern regarding the sidewalk and driveway entrance to his property. The driveway, which is shared with neighboring businesses, sits on his property. He has received

complaints from the abutting property owner and renters regarding the condition of the sidewalk and entrance area.

Given that the sidewalk falls within the Town's maintenance responsibility, this item is brought to the Selectboard for discussion and direction on how to proceed.

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### **Main Street Conduit Repair – Town Office**

A section of electrical conduit on Main Street was struck, presumably by the sidewalk plow, resulting in a significant break in the conduit and damage to the cable sheathing. I contacted Green Mountain Power (Jason Jones) and met with Bob Cook to determine responsibility. It was confirmed that the repair is the Town's responsibility.

I engaged Ben Smith, a certified electrician, who is coordinating directly with GMP on the scope of repair. Jason Jones has confirmed that Ben can pull down the mast, perform a heat shrink repair to the damaged cable sheathing (ensuring a watertight seal), and install a new frost sleeve. Estimated repair cost is \$450–\$500. As a goodwill gesture, GMP has agreed to waive their standard disconnect and reconnect fees for this work.

Ben performed a temporary repair to reduce risk in the interim and will complete the full repair during the week of March 16th. No further Selectboard action is required — this is being brought to your attention for informational purposes.

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### **Local Option Tax — Implementation Update**

Following voter approval of the Local Option Tax at Town Meeting on March 3, 2026, the Town has been actively coordinating with the Vermont Department of Taxes to move the tax toward implementation. I have received two follow-up communications from our Department of Taxes contact, as well as a request from an Assistant Attorney General for the State, who required a signed copy of the Town Meeting warning and the certified return of votes. Both documents have been submitted and accepted.

While I am not yet able to confirm whether the tax will begin collection in the next quarter, the process is advancing and I will share updates as they become available.

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### **Ordinance Regulating Domestic Animals – Amendment to Section 6, Paragraph E**

Following adoption of the updated Ordinance Regulating Domestic Animals, Fred Messer identified a significant inconsistency that requires correction. I regret the error was not caught during my proofreading prior to the vote.

## **The Issue**

The ordinance contains conflicting standards for what constitutes an animal "running at large." Section 3 (Definitions), Paragraph 1.3 defines an animal as not running at large when "being led on a lead or otherwise under the owner's physical control" — a clear, enforceable standard. However, Section 6 (Additional Provisions for Dogs), Paragraph E, allows dogs to be controlled by leash, fence, *or* voice command.

"Voice command" is an ambiguous and unreliable enforcement standard. Fred notes that Warren, Fayston, and Moretown all require dogs to be leashed, and that he has never investigated a dog bite incident involving a leashed dog. Waitsfield would be the only town in the Valley permitting voice command as an alternative to physical control.

## **Recommended Action**

Amend Section 6, Paragraph E to read: "*being led on a lead or otherwise under the owner's physical control,*" bringing it into consistency with Section 3 and aligning Waitsfield with neighboring towns. The amended draft is included in tonight's meeting packet.

### **Amendment Process and Timeline**

Because the ordinance took effect in November 2025, the Town must follow the formal amendment process under 24 V.S.A. Chapter 59 — a simple vote tonight is not sufficient. I am asking the Selectboard to formally warn a public hearing on the proposed amendment, to be held at the regular Selectboard meeting on Monday, March 30, 2026. I will post notice at the required locations and publish the warning in the Valley Reporter no later than March 20, 2026, satisfying the required 10-day minimum notice period.

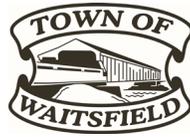
On the March 30th public hearing, the Selectboard may vote to adopt the amendment. The amended ordinance will then be filed with the Town Clerk, notice of adoption published in the Valley Reporter, and the amendment will take effect 60 days thereafter, provided no citizen petition is received.

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## **Reappraisal — Contract Update**

At the March 24, 2025 Selectboard meeting, the Board voted to approve a reappraisal contract with NEMRC. Due to an administrative delay in finalizing the agreement, the contract was not executed at that time. Following up with NEMRC the week of March 2nd, I confirmed their availability to proceed and received a fully signed contract from their end — same scope, same cost, and same timeline as originally approved.

The contract is included in tonight's Consent Agenda awaiting the Board's signatures. I appreciate the Board's patience in seeing this through.



# TOWN OF WAITSFIELD

## SELECTBOARD RULES OF PROCEDURE

### SECTION I: PURPOSE

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These Rules are adopted to ensure consistent and fair treatment of individuals or organizations with matters before the Board, orderly and efficient public proceedings, and compliance with state and federal law. These Rules of Procedure are intended to complement the Vermont Municipal Code of Ethics Sec. 22. 24 V.S.A.

### SECTION II: OFFICERS AND DUTIES

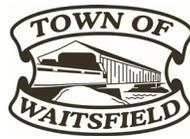
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- A. The Board shall consist of five members. At the first meeting after Town Meeting, or at other times throughout the year as needed, the Board shall hold an organizational meeting and elect by majority vote, a Chair and Vice Chair.
- B. The Chair shall preside at all meetings, hearings, and other proceedings, decide all points of order or procedure, and appoint members to any committee of the Board. The Chair may administer oaths and may request the attendance of witnesses and the production of material germane to any issue under consideration. The Chair shall have the discretion to seek legal advice on matters relevant to the Board. The Chair may delegate the responsibility to seek legal advice to one or more members of the Board.
- C. The Vice Chair shall assume the duties of the Chair whenever the Chair is absent, or at the Chair's request.
- D. No single Board member shall have authority to represent or act on behalf of the Selectboard unless, by majority vote, the Selectboard has delegated such authority for a specific matter at a duly noticed meeting and it is recorded in the minutes.

### SECTION III: MEETINGS

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- E. Regular meetings shall be held in the Waitsfield Town Office at 6:30 p.m. on the second and fourth Mondays of the month, or as warranted. Special meetings may be called by the Chair, provided at least 24 hours' notice is given to each member and the time and place of each special meeting is publicly announced at least 24 hours before the meeting.
- F. A member of the body may attend a regular, special, or emergency meeting by electronic or other means without being physically present at a designated meeting location, so long as the member identifies him or herself when the meeting is convened, and is able to hear and be heard throughout the meeting. Whenever one or more members attend electronically, voting that is not unanimous must be done by roll call. If a quorum or more of the body attend a meeting (regular, special, or emergency) without being physically present at a designated



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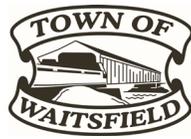
meeting location, the agenda for the meeting shall designate at least one physical location when a member of the public can attend and participate in the meeting. At least one member of the body, or at least one staff or designee of the body shall be physically present at each designated meeting location.

### Emergency Meetings

Emergency meetings of the Selectboard may be held when immediate action is required and it is not possible to provide the standard public notice required for regular or special meetings. The following rules shall apply:

1. Calling an Emergency Meeting – An emergency meeting may be called by the Chair or by a majority of the Board when circumstances demand prompt action to protect public health, safety, or welfare, or to address urgent municipal matters.
  2. Notice Requirements – Although 24-hour notice is not required, the Town shall provide as much public notice as possible prior to the meeting. This includes:
    - Posting notice at the Town Office and on the Town website
    - Notifying local media outlets
    - Emailing interested parties when feasible
  3. Public Access – Emergency meetings must remain open to the public. If held electronically, the meeting must include at least one physical location where the public can attend and participate, and at least one member or staff must be physically present at that location.
  4. Documentation – The reason for calling the emergency meeting shall be clearly stated in the meeting minutes, along with a summary of the actions taken.
  5. Limitations – Emergency meetings shall not be used to circumvent regular meeting procedures or public participation. They are reserved for situations where delay would result in harm or significant disruption to municipal operations.
- G.** E-mail communications among a quorum of Selectboard members may be used only for:
1. Scheduling and routine administrative matters; and
  2. Distributing documents that will be discussed at an upcoming meeting or otherwise made public.
- E-mail communications among a quorum of Selectboard members **may not be used for:**
3. Discussing or deliberating on town business; and
  4. Making decisions on town business.

E-mails between Selectboard members and Town personnel are public records per 1 V.S.A. § 317. Individual Selectboard members (not a quorum) may communicate directly with each other on Town business, but they must recognize that all written communications concerning



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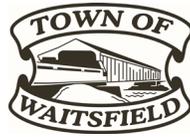
town business are subject to public records law and may be subject to disclosure upon request. As a matter of practice, paper copies of e-mails exchanged by a quorum of the Selectboard will be shared as soon as possible with any Selectboard member who does not have access to e-mail.

- H. There shall be an agenda for each meeting, with time allotted for each item or group of items to be considered. Those who wish to be added to the agenda shall contact the Town Administrator to arrange for a convenient time. The Chair shall determine the content of the agenda after consultation with Town Administrator.
- I. Agendas shall be limited to three hours, unless by majority vote, an additional 30 minutes is allowed. Exceptions may be allowed, such as for executive sessions or other time-sensitive matters that cannot be delayed.
- J. All business shall be conducted in the same order as it appears on the agenda, except that by majority vote, the Chair may alter the order of items to be considered and/or the time allotted.
- K. At the beginning of each Selectboard meeting, there shall be five minutes afforded for open public comment. By majority vote, the Selectboard may increase the time for open public comment and may adjust the agenda items and times accordingly.
- L. Public comment on issues discussed by the Selectboard, if not offered during the open public comment period, may be offered at other times during the meeting relevant to the agenda item, but only when recognized by the Chair.
- M. The Chair shall rule on all questions of order or procedure and shall enforce these rules.
- N. The Chair shall have the authority to call the question and cease discussion or debate on a matter.

### Motions and Voting

The following rules shall apply to motions and voting on actions:

1. Motions shall be made in the affirmative;
2. The Chair has the same voting rights as other members and can make motions;
3. A second shall be required for a motion to have the floor;
4. All members present are expected to vote unless they have recused themselves or choose to abstain;
5. A member who recuses him or herself shall not sit with the Board during discussion of the matter and shall be considered "absent;"
6. Abstentions shall not count towards either the majority or the minority; and



## TOWN OF WAITSFIELD

7. For a motion to pass, it must receive majority support of the Board (the same number required for a quorum).
- P. Unless one or more members of the Board objects, the Chair may determine that agreement on simple matters has been reached by consensus, which shall be reflected in the meeting minutes.
- Q. There is no limit to the number of times a Selectboard member can speak to a question. A member may speak or make a motion without being recognized by the Chair.

### SECTION IV: AMENDMENTS AND ADOPTION

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- R. These Rules may be amended at any regular or special meeting by a majority vote, and must be readopted annually at the organizational meeting.

Adopted by the Waitsfield Selectboard on March the 16<sup>th</sup> 2026

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Brian Shupe

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Larissa Ursprung

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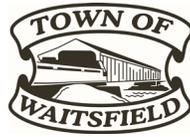
Chach Curtis

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Fred Messer

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David Babbott-Klein



**TOWN OF WAITSFIELD**  
**TOWN OF WAITSFIELD SELECTBOARD**  
**CONFLICT OF INTEREST POLICY**

**Section I: Purpose**

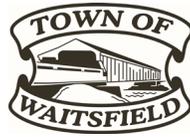
*Under the authority granted in 24 V.S.A. § 2291(20), the purpose of this policy is to ensure that the business of this municipality will be conducted in such a way that no public official of the municipality will gain a personal or financial advantage from his or her work for the municipality and so that the public trust in municipal officials will be preserved. It is also the intent of this policy to insure that all decisions made by municipal officials are based on the best interest of the community at large.*

**Section II: Definitions.**

- A. "Board" means the Waitsfield Selectboard.
- B. "Conflict of interest" means any of the following:
  - 1. A direct or indirect personal interest of a public officer, his or her spouse, household member, family member, business associate, employer or employee, in the outcome of a cause, proceeding, application or any other matter pending before the officer or before the public body in which he or she holds office or is employed;
  - 2. A direct or indirect financial interest of a public officer, his or her spouse, household member, family member, business associate, employer or employee, in the outcome of a cause, proceeding, application or any other matter pending before the officer or before the public body in which he or she holds office or is employed;
  - 3. A situation where a public officer has publicly displayed a prejudgment of the merits of a particular quasi-judicial proceeding before the board. This shall not apply to a member's particular political views or general opinion on a given issue; and
  - 4. A situation where a public officer has not disclosed ex parte communications with a party in a proceeding before the board.

*"Conflict of interest" does not arise in the case of votes or decisions on matters in which the Board member has a personal or pecuniary interest in the outcome no greater than that of other persons generally affected by the decision, such as adopting a bylaw or setting a tax rate.*

- C. "Emergency" means an imminent threat or peril to the public health, safety or welfare.
- D. "Executive session" means a session of a public body from which the public is excluded, pursuant to 1 V.S.A. §313. Such private session may only be held for one of the reasons permitted by the statute, and no binding action may be taken in executive session, except as permitted by Section 313(a).
- E. "Official act or action" means any legislative, administrative or quasi-judicial act performed



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by any elected or appointed officer or employee while acting on behalf of the municipality.

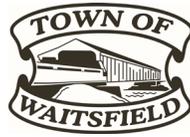
- F. "Public body" means any board, council, commission or committee of the municipality.
- G. "Public interest" means an interest of the community as a whole, conferred generally upon all residents of the municipality.
- H. "Public officer or public official" means a person elected or appointed to perform executive, administrative, legislative or quasi-judicial functions for the municipality.
- I. "Quasi-judicial proceeding" means a case in which the legal rights of one or more persons who are granted party status are adjudicated, which is conducted in such a way that all parties have opportunities to present evidence and to cross-examine witnesses presented by other parties, which results in a written decision, the result of which is appealable by a party to a higher authority.
- J. "Recuse" means to remove oneself from a particular proceeding before a public body because of a real or perceived conflict of interest.

### **Section III: Disqualification.**

- A. A public officer shall not participate in any official action if he or she has a conflict of interest in the matter under consideration.
- B. A public officer shall not personally, or through any member of his or her household, business associate, employer or employee, represent, appear for, or negotiate in a private capacity on behalf of any person or organization in a cause, proceeding, application or other matter pending before the public body in which the officer holds office or is employed.
- C. In the case of a public officer who is an appointee, the public body which appointed that public officer shall have the authority to order that officer to recuse him or herself from the matter.
- D. Public officers shall not accept gifts or other offerings for personal gain by virtue of their public office that are not available to the public in general.

### **Section IV: Disclosure.**

*A public officer who has reason to believe that he or she has or may have a conflict of interest but believes that he or she is able to act fairly, objectively and in the public interest in spite of the*



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*conflict of interest shall, prior to participating in any official action on the matter, disclose to the public body at a public hearing the matter under consideration, the nature of the potential conflict of interest and why he or she believes that he or she is able to act in the matter fairly, objectively and in the public interest. Nevertheless, a majority of the Selectboard may order that officer to recuse him or herself from the matter, subject to applicable law.*

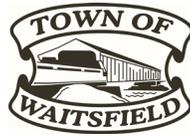
### **Section V: Recusal.**

- A. A public officer shall recuse himself or herself from any matter in which he or she has a conflict of interest, pursuant to the following:
1. Any person may request that a member recuse him or herself due to a conflict of interest. Such request shall not constitute a requirement that the member recuse him or herself;
  2. A public officer who has recused him or herself from a proceeding shall not sit with the board, deliberate with the board, or participate in that proceeding as a board member in any capacity;
  3. If a previously unknown conflict is discovered, the board may take evidence pertaining to the conflict and, if appropriate, adjourn to a short deliberative session to address the conflict; and
  4. The board may adjourn the proceedings to a time certain if, after a recusal, it may not be possible to take action through the concurrence of a majority of the board. The board may then resume the proceeding with sufficient members present.
- B. In the case of a public officer who is an appointee, the public body which appointed that public officer shall have the authority to order that officer to recuse him or herself from the matter, subject to applicable law.
- C. The recusal provisions shall not apply if the Selectboard determines that a clear public necessity exists and those actions of the public body otherwise could not take place. In such cases, a public officer who has reason to believe he or she has a conflict of interest shall disclose such conflict as provided in Section IV.

### **Section VI: Progressive Consequences for Failure to Follow the Conflict-of-Interest Procedures.**

*In cases where the conflict-of-interest procedures above have not been followed, the Selectboard may take progressive action to discipline an offending public officer. In the discipline of a public officer, the Selectboard shall follow these steps in order:*

- A. The Chair shall meet informally, in private, with the public officer to discuss the possible conflict of interest violation. If the offending member is the Chair, the Vice Chair shall follow the procedures.



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- B. The Board may meet to discuss the conduct of the public officer. Executive session may be used for such discussion (1 V.S.A. §313(4)). The public officer may request that this meeting occur in public. If appropriate, the Board may admonish the offending public officer in private.
  
- C. **If** the Board decides that further action is warranted, it may admonish the offending public officer at an open meeting and reflect this action in the minutes of the meeting. The public officer shall be given the opportunity to respond to the admonishment.
  
- D. Upon majority vote, the Board may discipline or remove the public officer from office. **If** the offending public officer is a member of the Selectboard, the Board may request that the offending public officer resign from the Board.

### **Section VII: Amendments and Adoption.**

These Rules may be amended at any regular or special meeting by a majority vote, and must be readopted annually at the organizational meeting.

Adopted by the Waitsfield Selectboard on March the 16<sup>th</sup> 2026

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Brian Shupe

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Larissa Ursprung

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Chach Curtis

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Fred Messer

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David Babbott-Klein

Waitsfield Appointed Town Officers - as of 3/16/26 SB mtg					
	Position	Name	Originally Appointed or Reappointed	Term	Appointment Expires
1	M.R.V. Planning District Rep	Jonathan Ursprung	2024	1	2027
2	M.R.V. Planning District Rep	Dave Babbott Klein	2024	1	2027
3	Constable	Jeff Campbell	2024	1	2027
4	Second Constable	Vacant	2024	1	2025
5	Planning Commission	Vacant	2024	1	2025
6	Planning Commission	AnnMarie Harmon	2024	4	2028
7	Planning Commission	Bob Cook	2025	4	2029
8	Planning Commission	Emma Hanson	2022	4	2030
9	Planning Commission	Becca Newhall	2022	4	2030
10	Planning Commission	Jonathan Ursprung	2022	4	2030
11	Planning Commission	Beth Cook	2023	4	2027
12	Central Vermont Regional Planning Commission	Don LaHaye - alternate	2024	1	2027
13	Central Vermont Regional Planning Commission	Alice Peal	2024	1	2027
14	CVRPC's Clean Water Advisory Committee	Alice Peal	2024	1	2027
15	Development Review Board	Gib Geiger	2024	3	2027
16	Development Review Board	Rudy Polwin	2024	3	2027
17	Development Review Board	James Tabor	2024	3	2027
18	Development Review Board	Duncan Brines	2025	3	2028
19	Development Review Board	John Donaldson - Chair	2025	3	2028
20	Development Review Board	Steve McKenzie - Vice Chair	2026	3	2029
21	Development Review Board	Chris Cook	2025	3	2028
22	Tree Warden	Vacant	2024	1	2025
23	Tree Board	Vacant	2024	3	2027
24	Tree Board	Charles Hosford	2025	3	2028
25	Tree Board	Vince Gauthier	2023	3	2029
26	Fire Warden	Jared Young	2021	5	2031
27	Road Commissioner	Charles Goodman III	2024	1	2027
28	Emergency Management Director	Fred Messer	2024	1	2027
29	Emergency Management Coordinator	Clare Ireland	2024	1	2027
30	Emergency Management Coordinator	Alice Peal	2025	1	2027
31	Energy Coordinator	Chris Badger	2025	2	2027
32	Health Officer	Fred Messer	2025	3	2028
39	Conservation Commission	Chris Loomis	2025	2	2027
40	Conservation Commission	Bob Cook	2025	2	2027
41	Conservation Commission	Curt Lindberg - Chair	2025	2	2027

42	Conservation Commission	Gail O'Keefe	2025	2	2027
43	MRV Rec District Reps	Doug Bergstein	2024	3	2027
44	MRV Rec District Reps	Mary (Bear) Simmons	2024	3	2027
45	MRV Rec District Reps (at large)	Luke Foley	2024	1	2026
46	Water Commission	William Parker	2024	2	2028
47	Water Commission	Brian Shupe	2024	2	2028
48	Water Commission	Peter Lazorchak	2024	2	2027
49	Water Commission	Robin Morris	2024	2	2027
50	Water Commission	Peter Reynells	2024	2	2027
51	Inspector of Lumber	Richard Backus	2025	1	2027
52	Fence Viewers	Allen Gaylord	2024	1	2027
<b>Waitsfield Appointed Town Officers - as of 3/16/26 SB mtg</b>					
	<b>Position</b>	<b>Name</b>	<b>Originally Appointed or Reappointed</b>	<b>Term</b>	<b>Appointment Expires</b>
53	Fence Viewers	Douglas Kenyon	2024	1	2027
54	Fence Viewers	Bryan Neill	2024	1	2027
55	Weigher of Coal	Charles Hosford	2024	1	2027
56	Green Up Coordinators	Bri Skoldberg	2024	1	2027
57	M.R. Solid Waste Alliance	Salvatore Spinosa	2024	1	2027
58	General Wait House Commission	AnnMarie Harmon	2024	1	2027
59	General Wait House Commission	Vacant	2024	1	2027
60	General Wait House Commission	Richard Backus	2024	1	2026
61	General Wait House Commission	Fred Messer	2024	1	2027
62	General Wait House Commission	Vacant	2024	1	2026
66	General Wait House Commission	Tenant Representative (rotates)	2024	1	2027
67	REMC	Fred Messer	2025	1	2027
68	REMC	Howie McCausland	2025	1	2027

**Town of Waitsfield**  
**Application for Public Festival Permit**

**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: \_\_\_\_\_
- 2) Date(s) of Festival: \_\_\_\_\_
- 3) Location of Festival: \_\_\_\_\_
- 4) Hours of Festival: \_\_\_\_\_
- 5) Sponsor of Festival: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone #: \_\_\_\_\_ e-mail: \_\_\_\_\_

- 6) Please provide names of principal individuals responsible for the festival:

_____	_____
Name	Name
_____	_____
Phone	Phone
_____	_____
Address	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.

_____	_____
Owner	Address
_____	_____
Phone	

- 8) A. Number of tickets to be printed, if applicable: \_\_\_\_\_
- B. Number of persons reasonably expected to attend: \_\_\_\_\_
- C. Fee: \$25 for each 250 persons expected to attend: \$ \_\_\_\_\_
- 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

*Misha Gulha* \_\_\_\_\_

Signature

\_\_\_\_\_  
Printed Name of Applicant

\_\_\_\_\_  
Date



**Disposition of application – For Town Use Only**

Denied: \_\_\_\_\_ Granted: \_\_\_\_\_ Date of Selectboard Action: \_\_\_\_\_

Conditions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: Waitsfield Selectboard

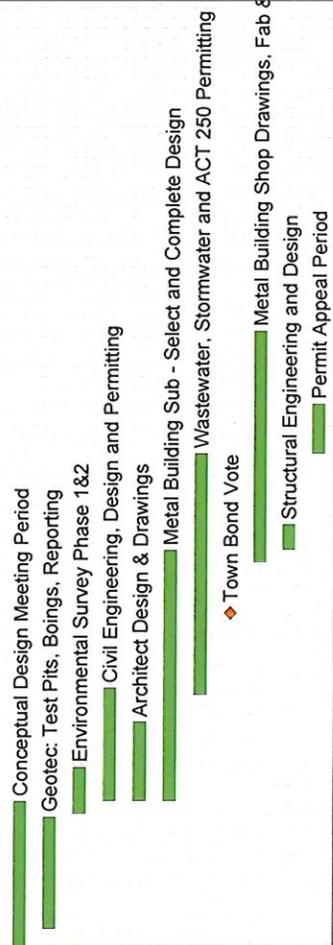
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**Summary Schedule**

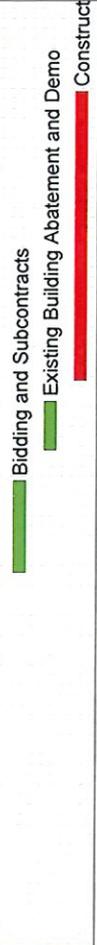
**Design Activities**

Activity ID	Description	Orig Dur	Early Start	Early Finish
1500	Conceptual Design Meeting Period	76d	10MAR26	23JUN26
1520	Geotec: Test Pits, Boings, Reporting	57d	26MAR26	12JUN26
1620	Environmental Survey Phase 1&2	25d	15JUN26	17JUL26
1530	Civil Engineering, Design and Permitting	58d	24JUN26	11SEP26
1550	Architect Design & Drawings	40d	24JUN26	18AUG26
1560	Metal Building Sub - Select and Complete Design	127d	24JUN26	17DEC26
1580	Wastewater, Stormwater and ACT 250 Permitting	120d	07SEP26	23FEB27
1510	Town Bond Vote	0	03NOV26 *	
1570	Metal Building Shop Drawings, Fab & Deliver	115d	09DEC26	20MAY27
1540	Structural Engineering and Design	10d	18DEC26	04JAN27
1630	Permit Appeal Period	25d	24FEB27	30MAR27



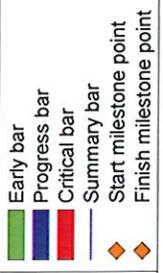
**Estimating-Procurement-Construction**

1590	Bidding and Subcontracts	45d	02DEC26	04FEB27
1600	Existing Building Abatement and Demo	25d	26FEB27	01APR27
1610	Construction Period	146d	16APR27	05NOV27



Start date	09MAR26
Finish date	05NOV27
Data date	09MAR26
Run date	09MAR26
Page number	1A
© Primavera Systems, Inc.	

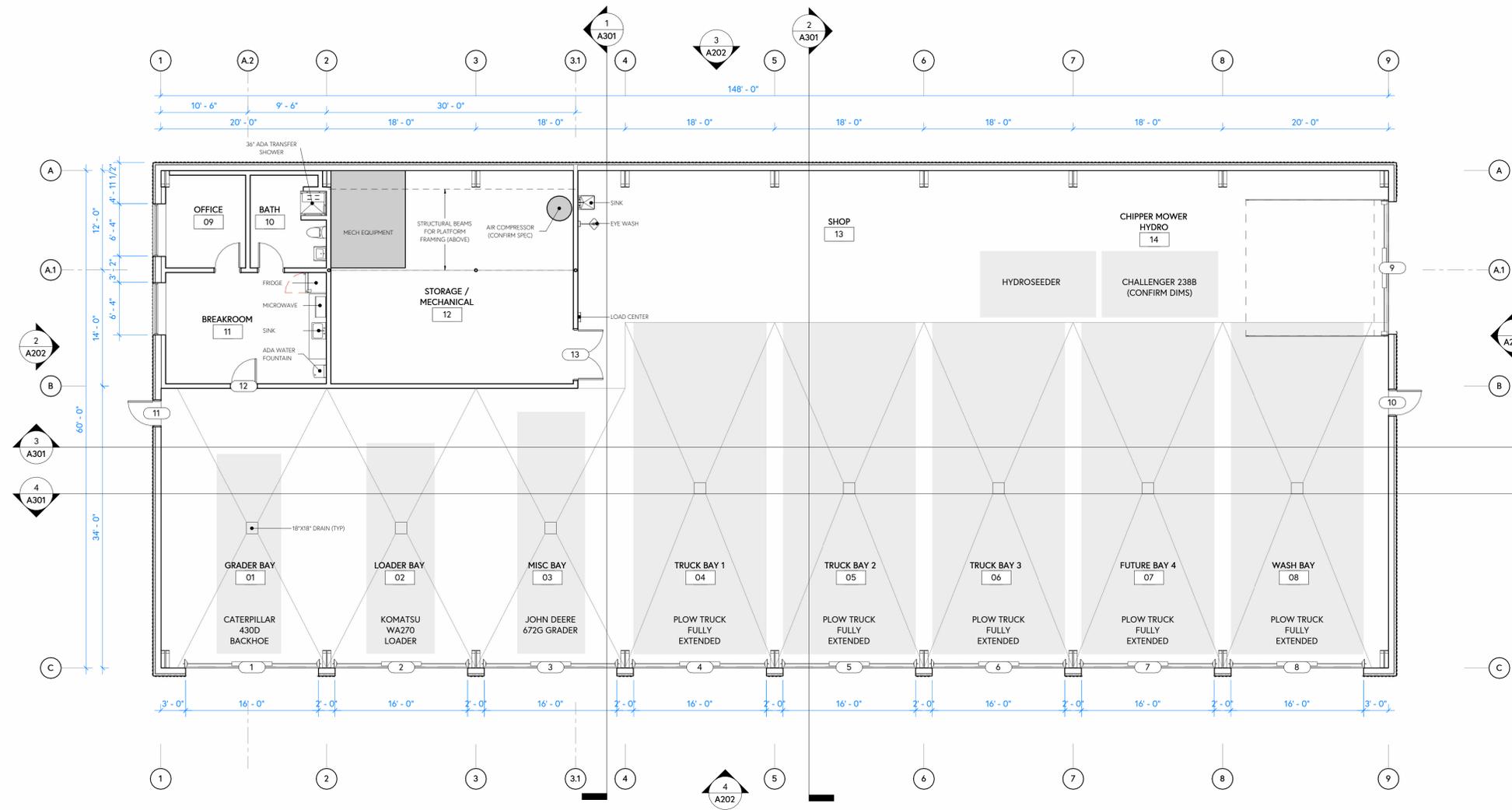
**Bread Loaf Corporation  
 Waitsfield Town Garage  
 Conceptual Design Summary Schedule**



WAITSFIELD TOWN GARAGE  
 761 Tremblay Rd, Waitsfield, VT 05673  
 FIRST FLOOR PLAN

**BreadLoaf**

03/10/26



1 FIRST FLOOR PLAN  
 1/8" = 1'-0"

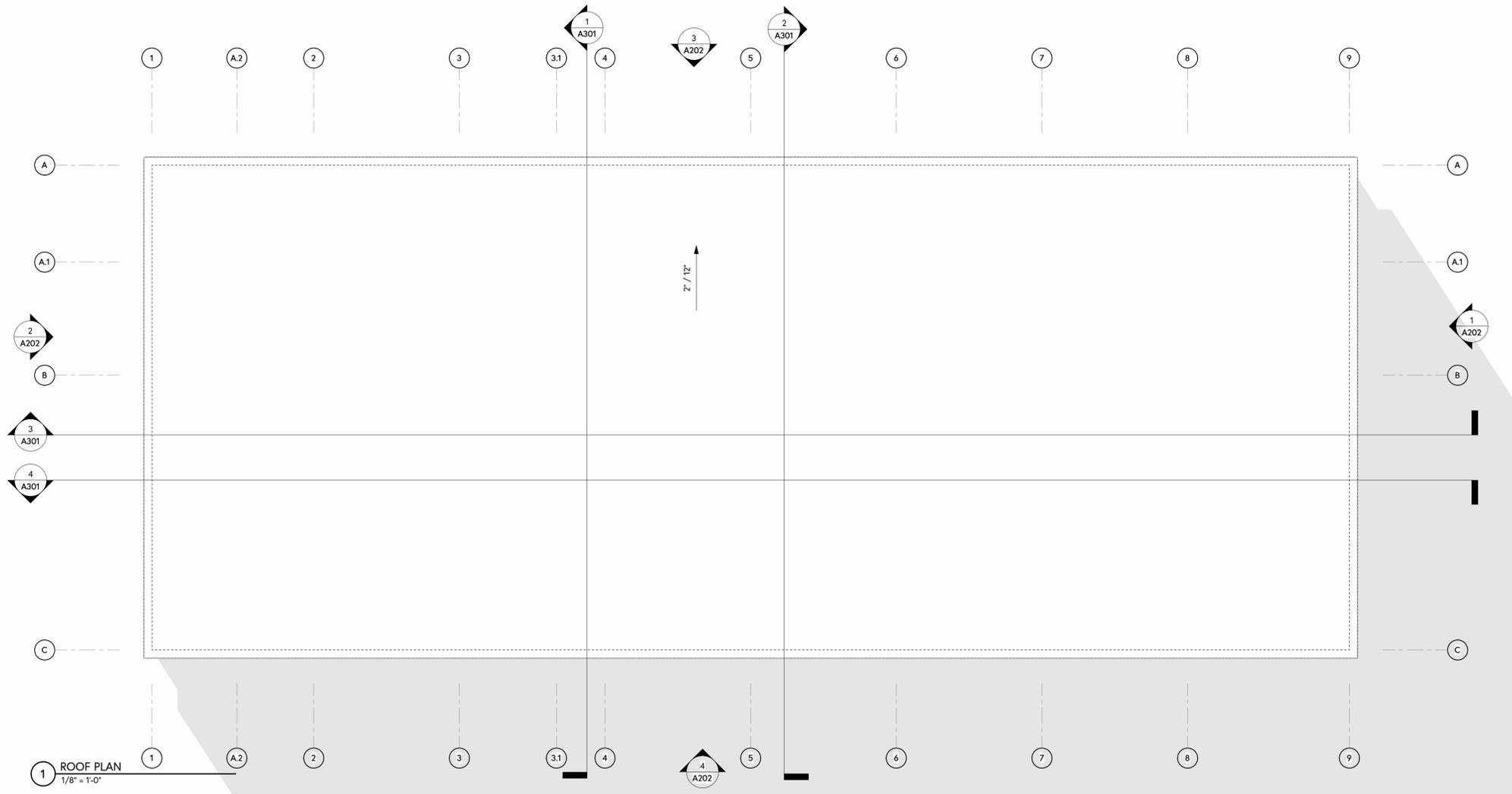
- FLOOR PLAN GENERAL NOTES**
- 1ST FLOOR ELEVATION 0'-0" = XXXXXFT MSL PER CIVIL DRAWINGS.
  - ALL DIMENSIONS ARE TO FACE OF FRAMING UNO. SEE WALL TYPES ON A005 FOR FRAMING THICKNESS & ASSEMBLY TYPES.
  - NEW INTERIOR WALLS ARE TYPE [W40] UNO. SEE SHEET A005.
  - LOCATE DOORS AS SHOWN (4" FROM ADJACENT WALL, CENTERED ON WALL, OR AS NOTED). SEE DOOR SCHEDULE ON A601 FOR FRAME OPENING SIZE.
  - LOCATE WINDOWS AT CENTERLINE DIMENSION AS SHOWN. SEE WINDOW SCHEDULE ON A602 FOR UNIT SIZES.
  - SEAL AROUND ALL INTERIOR JOINTS AT DOORS, WINDOWS, CABINETS, AND COUNTERTOPS. SEAL ALL OPENINGS IN ACOUSTIC PARTITIONS WITH ACOUSTIC SEALANT.
  - SEE SHEET [A1.4] FOR ROOF SLOPES.

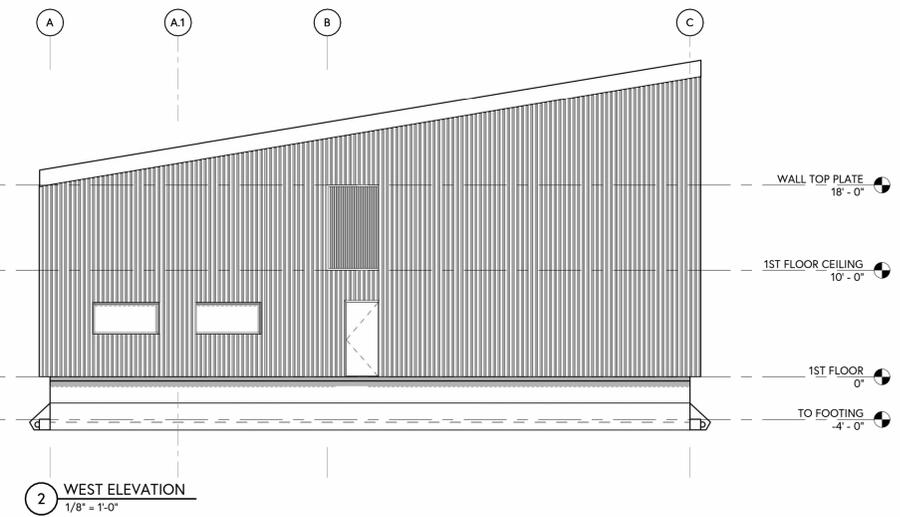
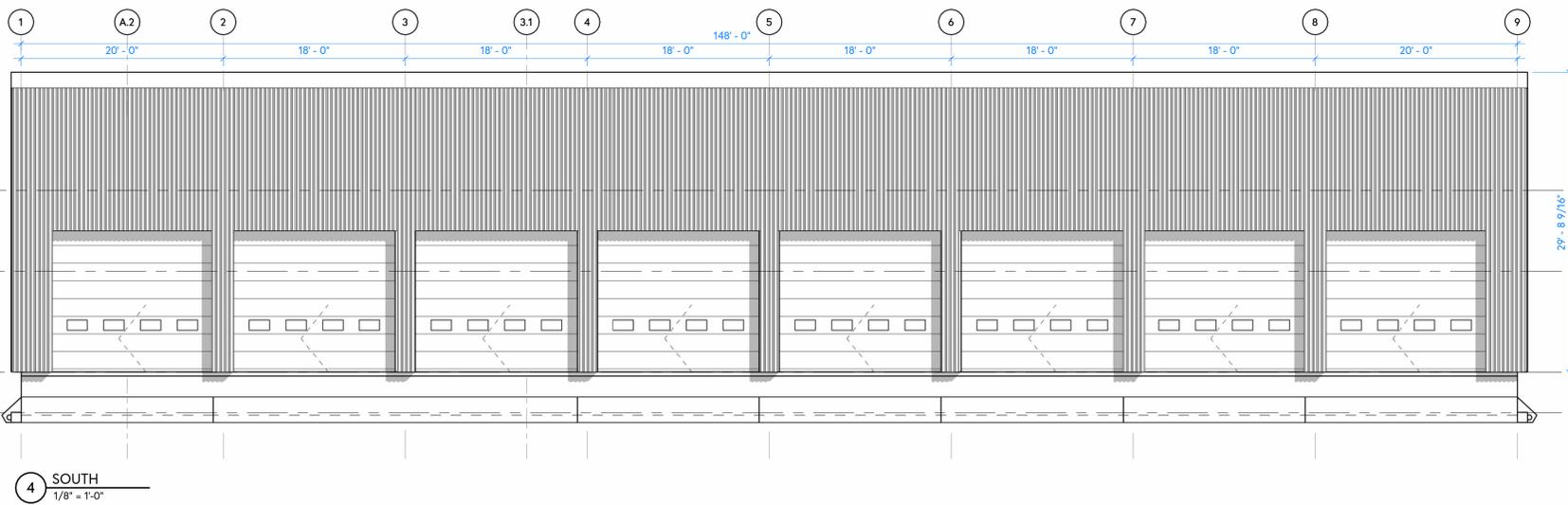
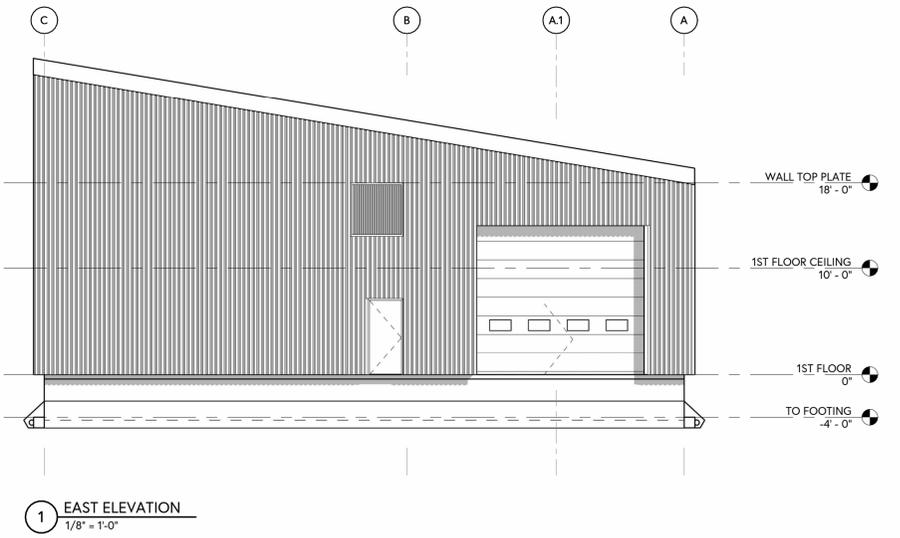
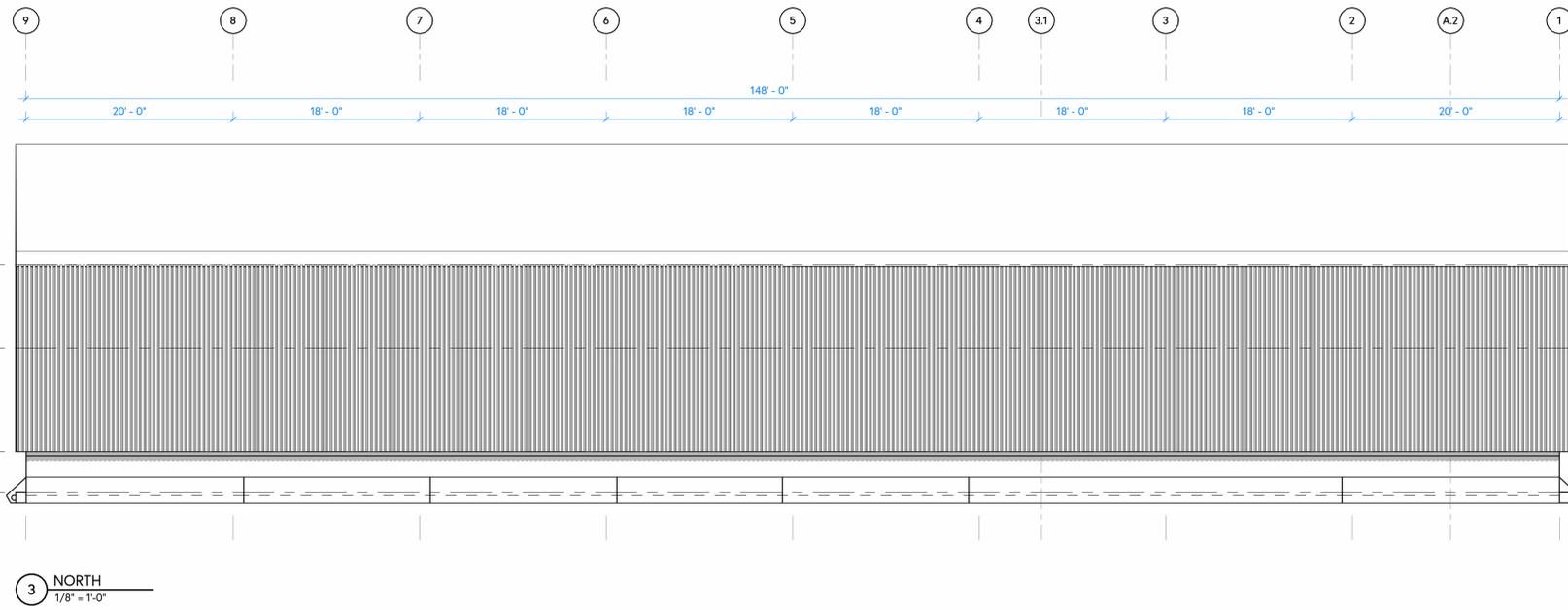
**ROOM SCHEDULE**

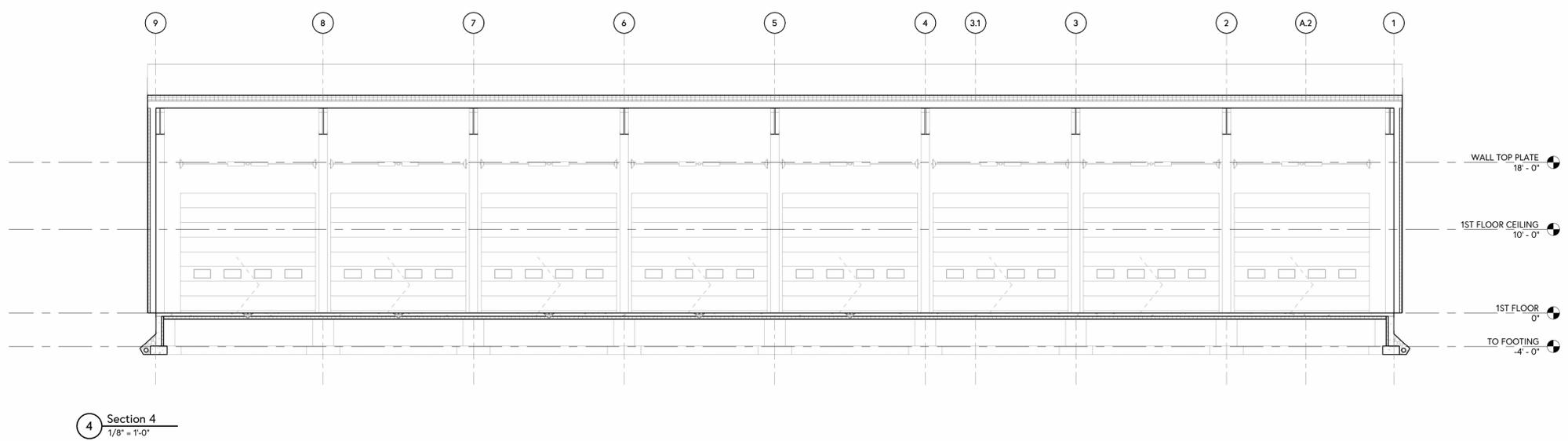
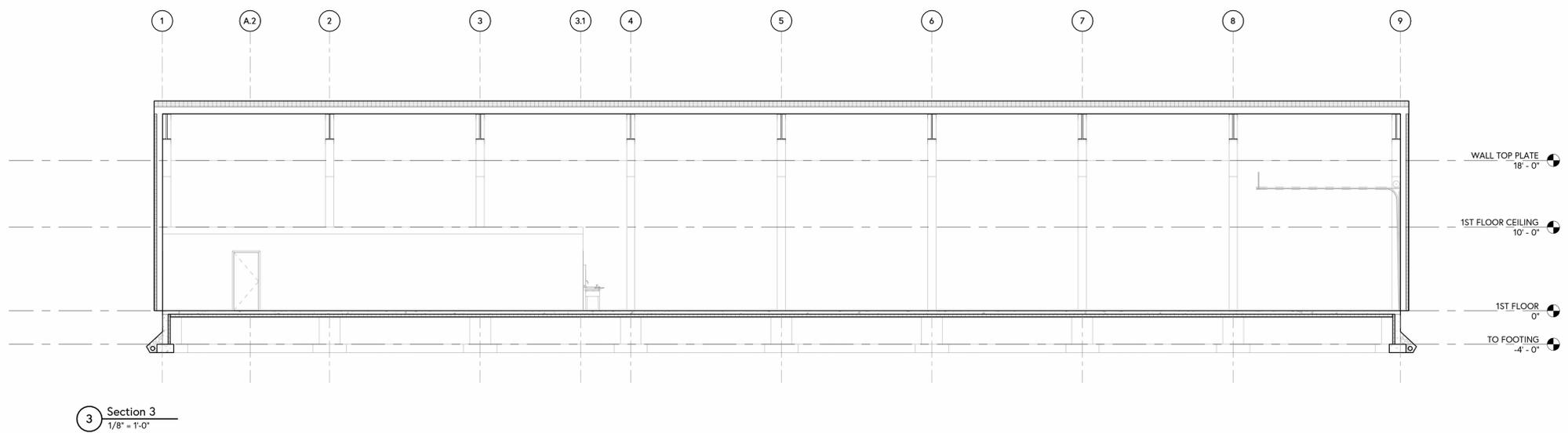
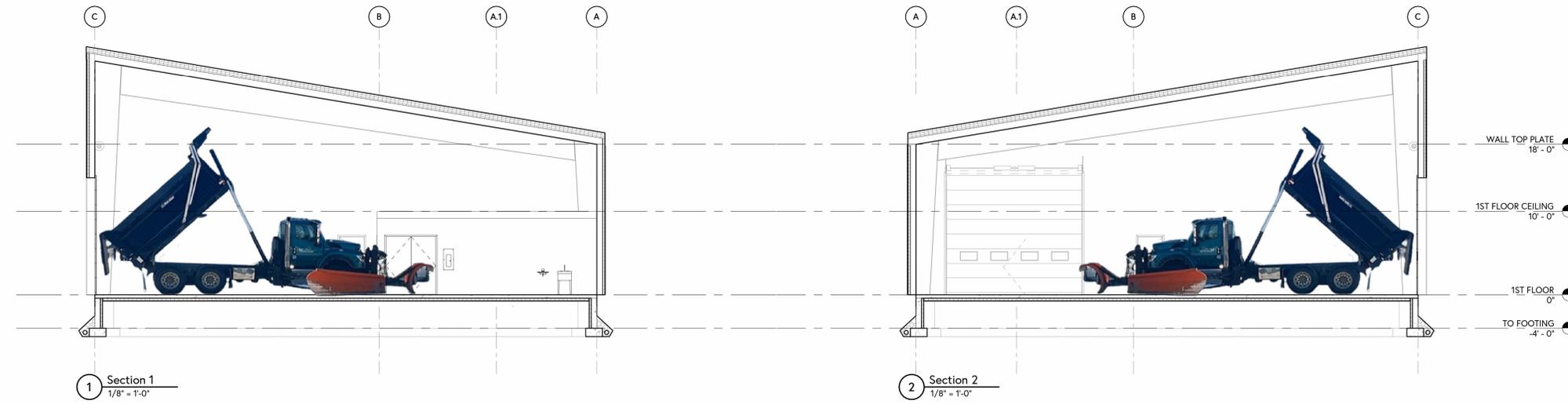
NO.	ROOM NAME	AREA	Occupancy	SF per Occ
01	GRADER BAY	674 SF		
02	LOADER BAY	607 SF		
03	MISC BAY	609 SF		
04	TRUCK BAY 1	612 SF		
05	TRUCK BAY 2	612 SF		
06	TRUCK BAY 3	612 SF		
07	FUTURE BAY 4	612 SF		
08	WASH BAY	680 SF		
09	OFFICE	109 SF		
10	BATH	97 SF		
11	BREAKROOM	260 SF		
12	STORAGE / MECHANICAL	752 SF		
13	SHOP	1501 SF		
14	CHIPPER MOWER HYDRO	1040 SF		
		8778 SF		

**Project Schedule - DOOR SCHEDULE - FEASIBILITY**

NO.	Opening Height	Opening Width
1	14' - 0"	16' - 0"
2	14' - 0"	16' - 0"
3	14' - 0"	16' - 0"
4	14' - 0"	16' - 0"
5	14' - 0"	16' - 0"
6	14' - 0"	16' - 0"
7	14' - 0"	16' - 0"
8	14' - 0"	16' - 0"
9	14' - 0"	16' - 0"
10		
11		
12		
13		
13		
14		



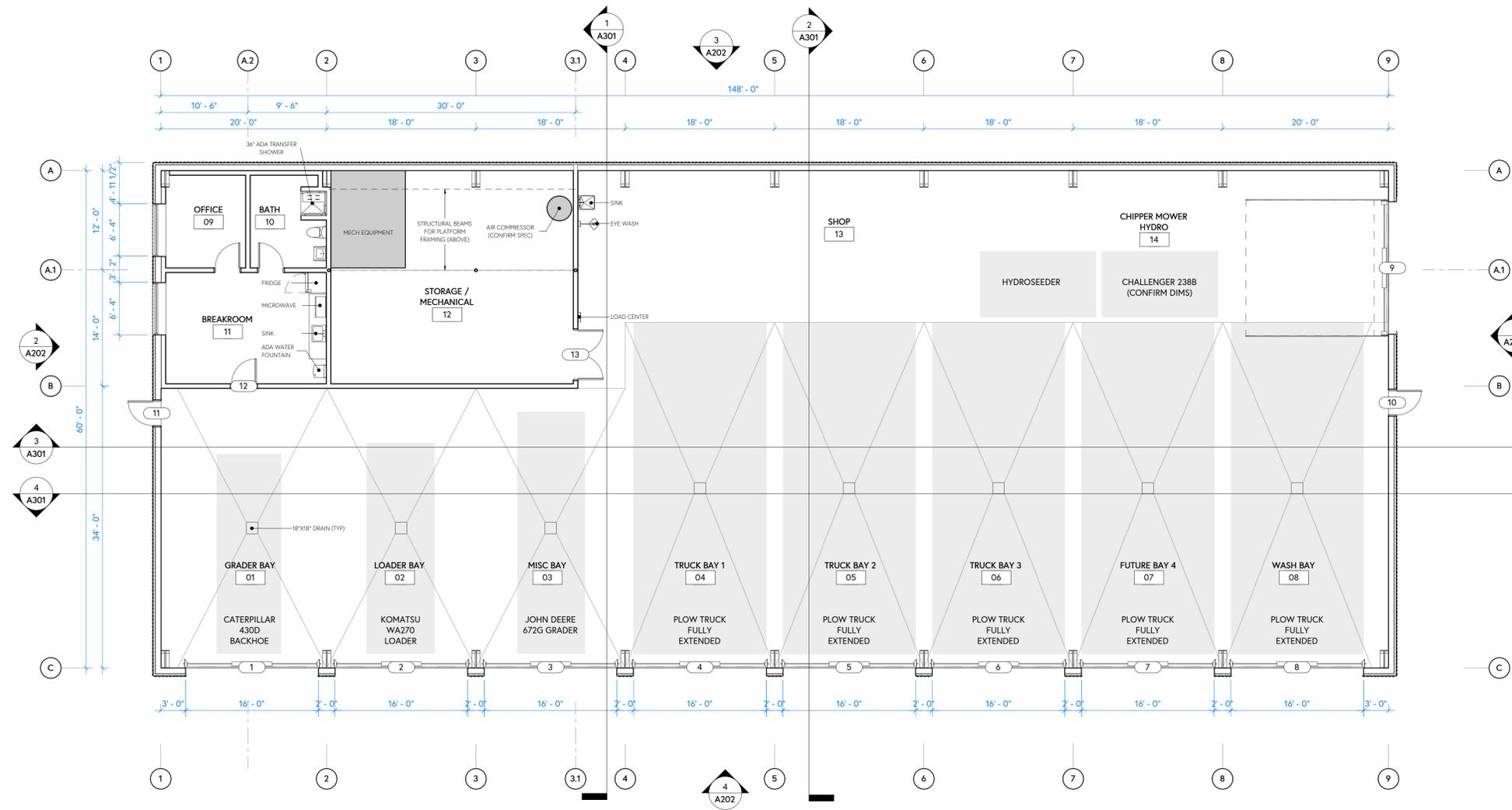




WAITSFIELD TOWN GARAGE  
 761 Tremblay Rd, Waitsfield, VT 05673  
 FIRST FLOOR PLAN - CLEARSTORY

**BreadLoaf**

03/10/26



1 FIRST FLOOR PLAN  
 1/8" = 1'-0"

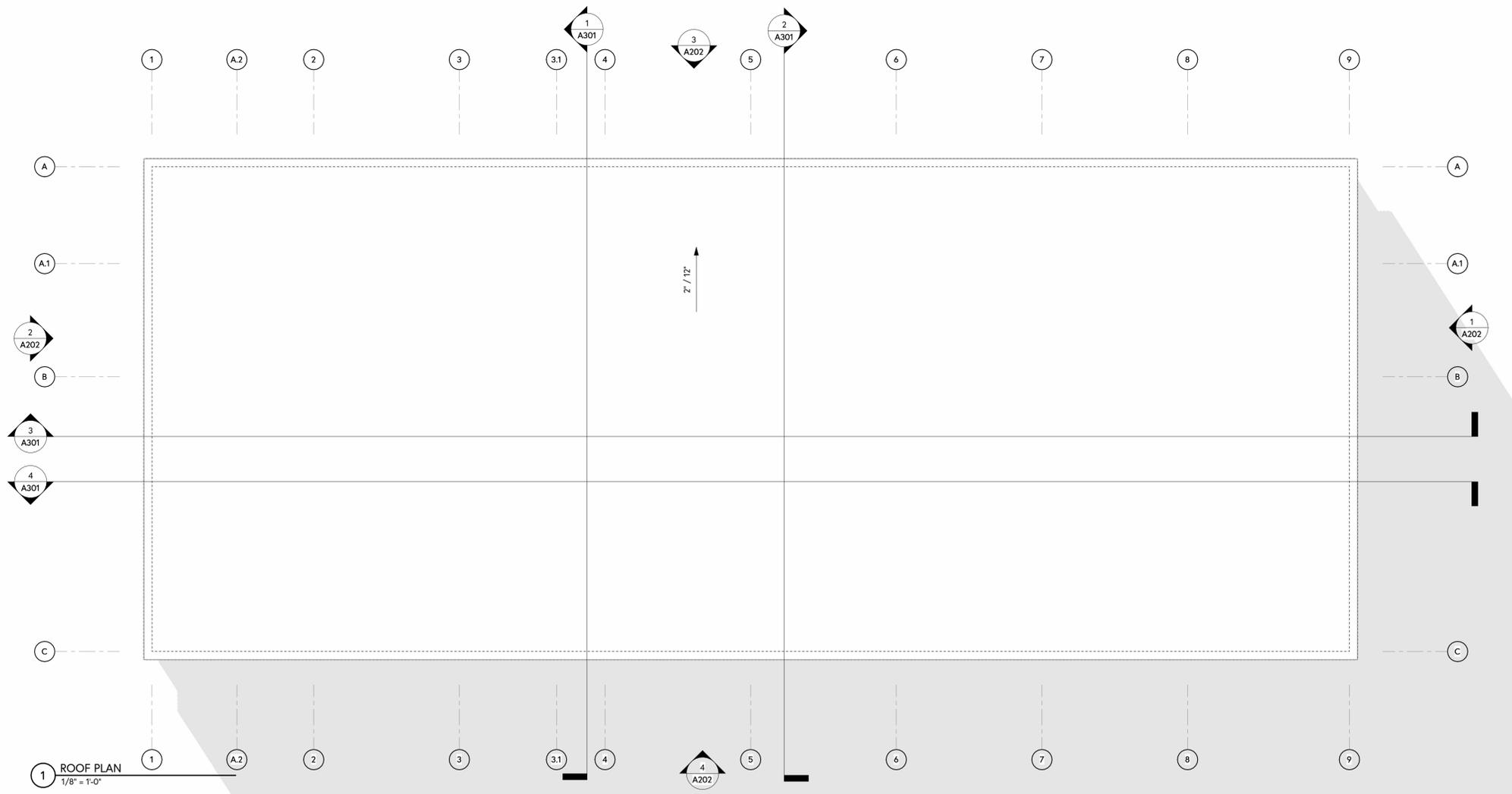
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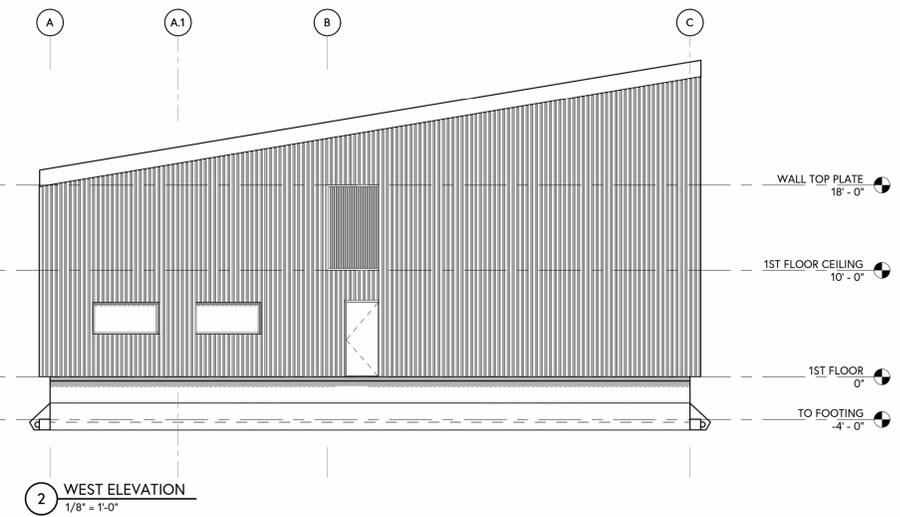
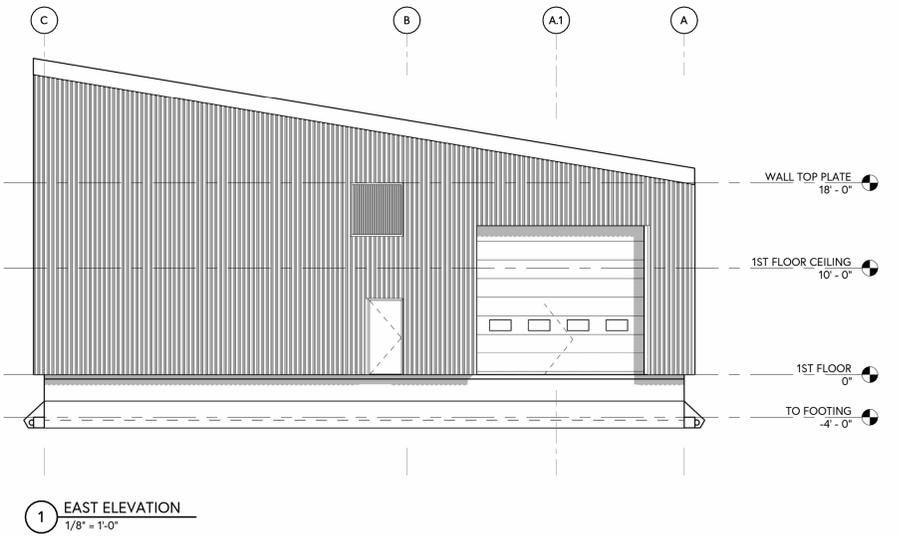
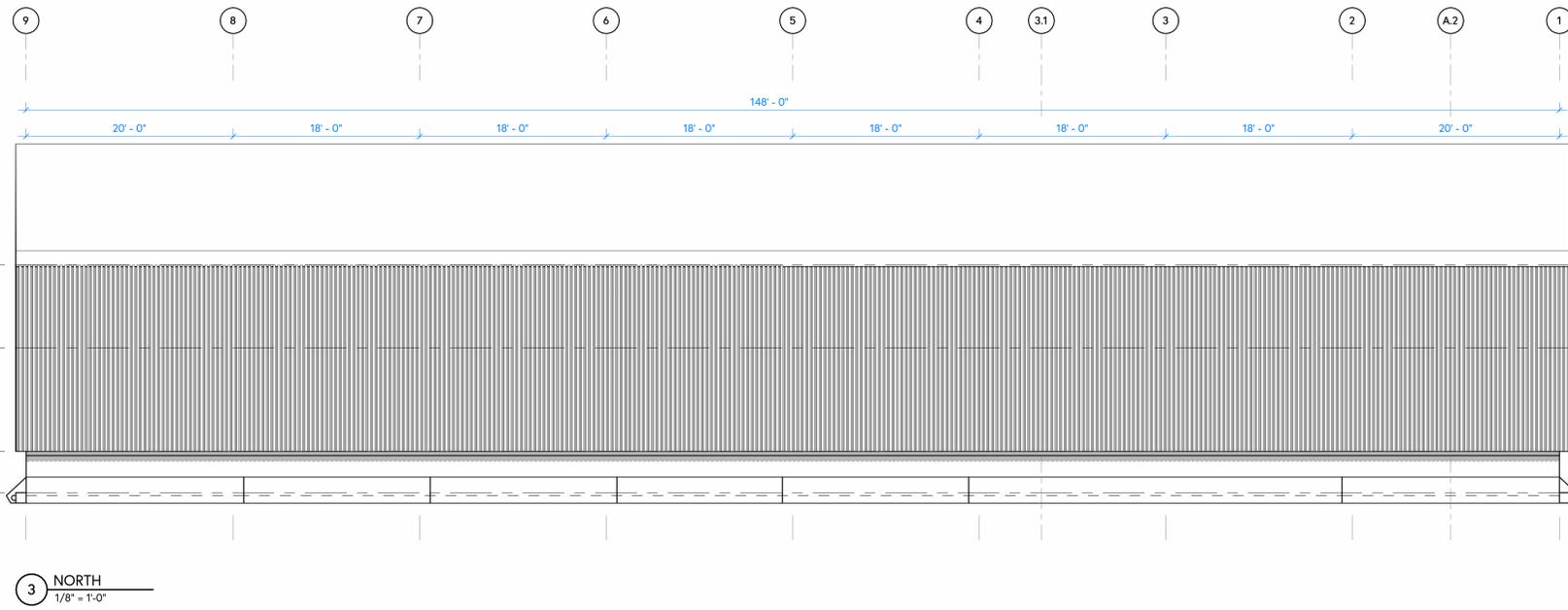
**ROOM SCHEDULE**

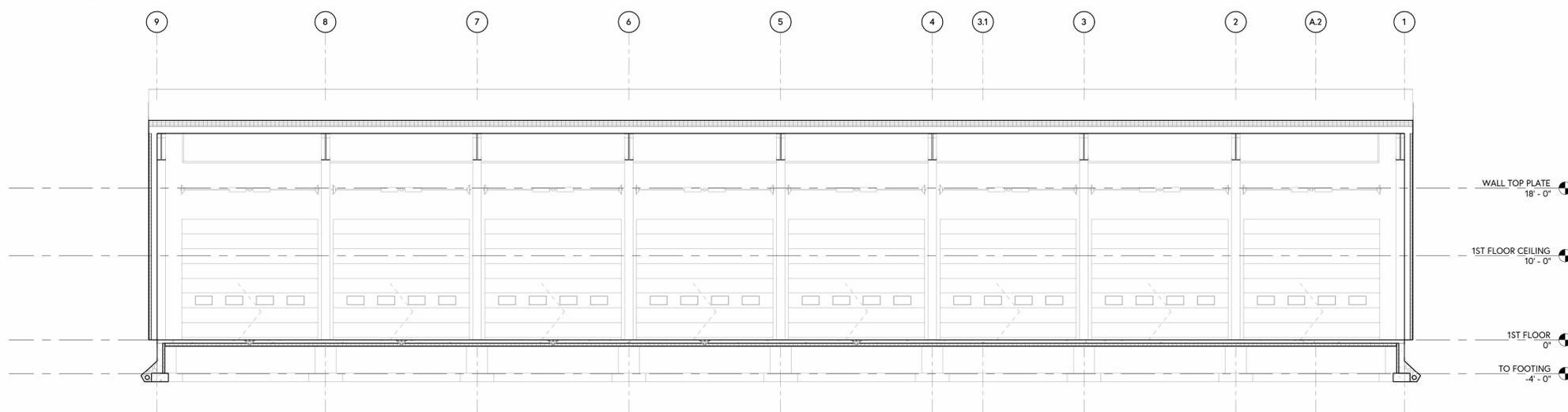
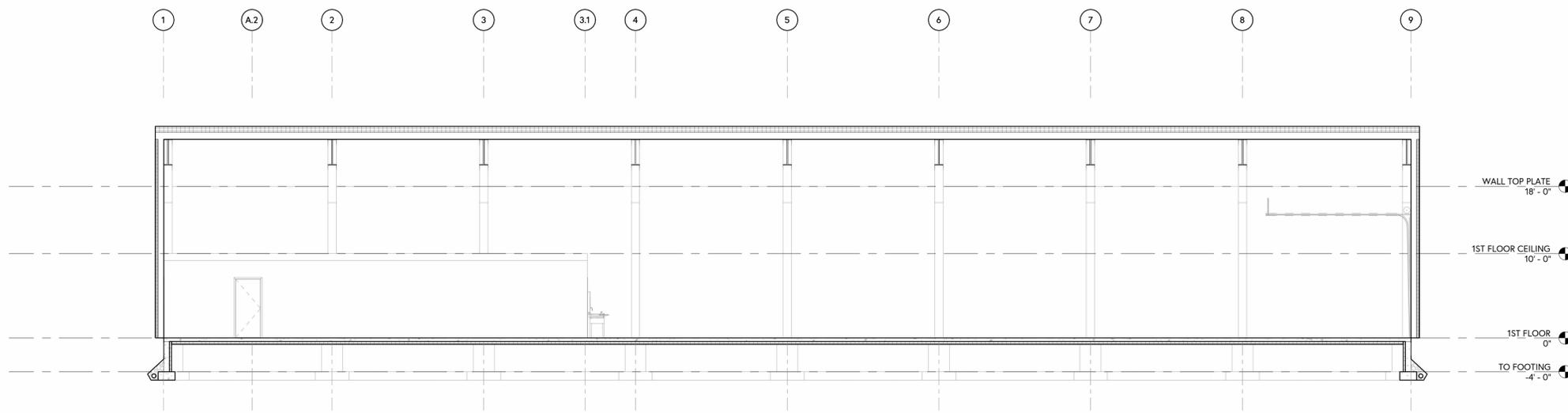
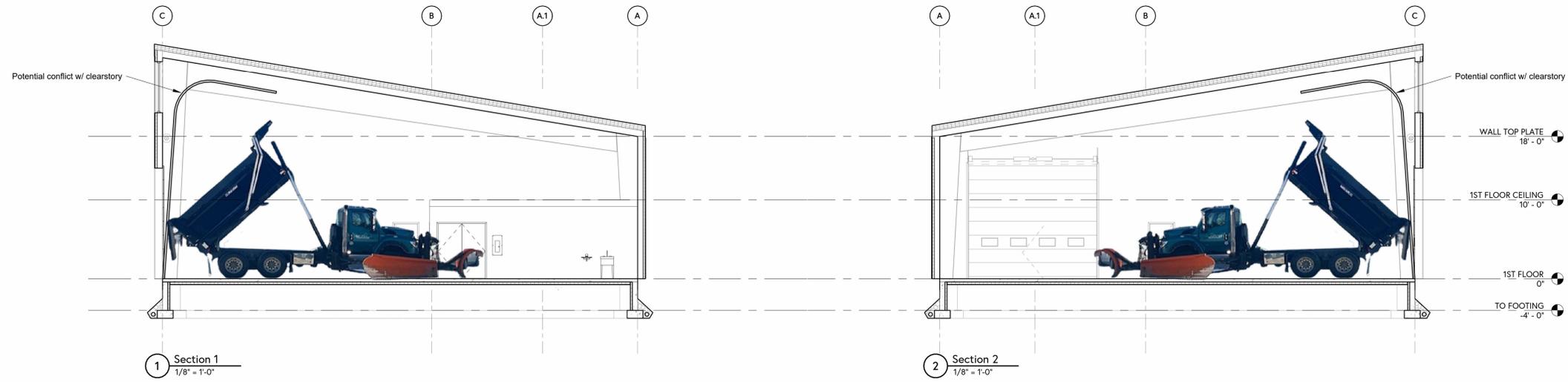
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03	MISC BAY	609 SF		
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05	TRUCK BAY 2	612 SF		
06	TRUCK BAY 3	612 SF		
07	FUTURE BAY 4	612 SF		
08	WASH BAY	680 SF		
09	OFFICE	109 SF		
10	BATH	97 SF		
11	BREAKROOM	260 SF		
12	STORAGE / MECHANICAL	752 SF		
13	SHOP	1501 SF		
14	CHIPPER MOWER HYDRO	1040 SF		
		8777 SF		

**Project Schedule - DOOR SCHEDULE - FEASIBILITY**

NO.	Opening Height	Opening Width
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2	14' - 0"	16' - 0"
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7	14' - 0"	16' - 0"
8	14' - 0"	16' - 0"
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10		
11		
12		
13		
13		
14		



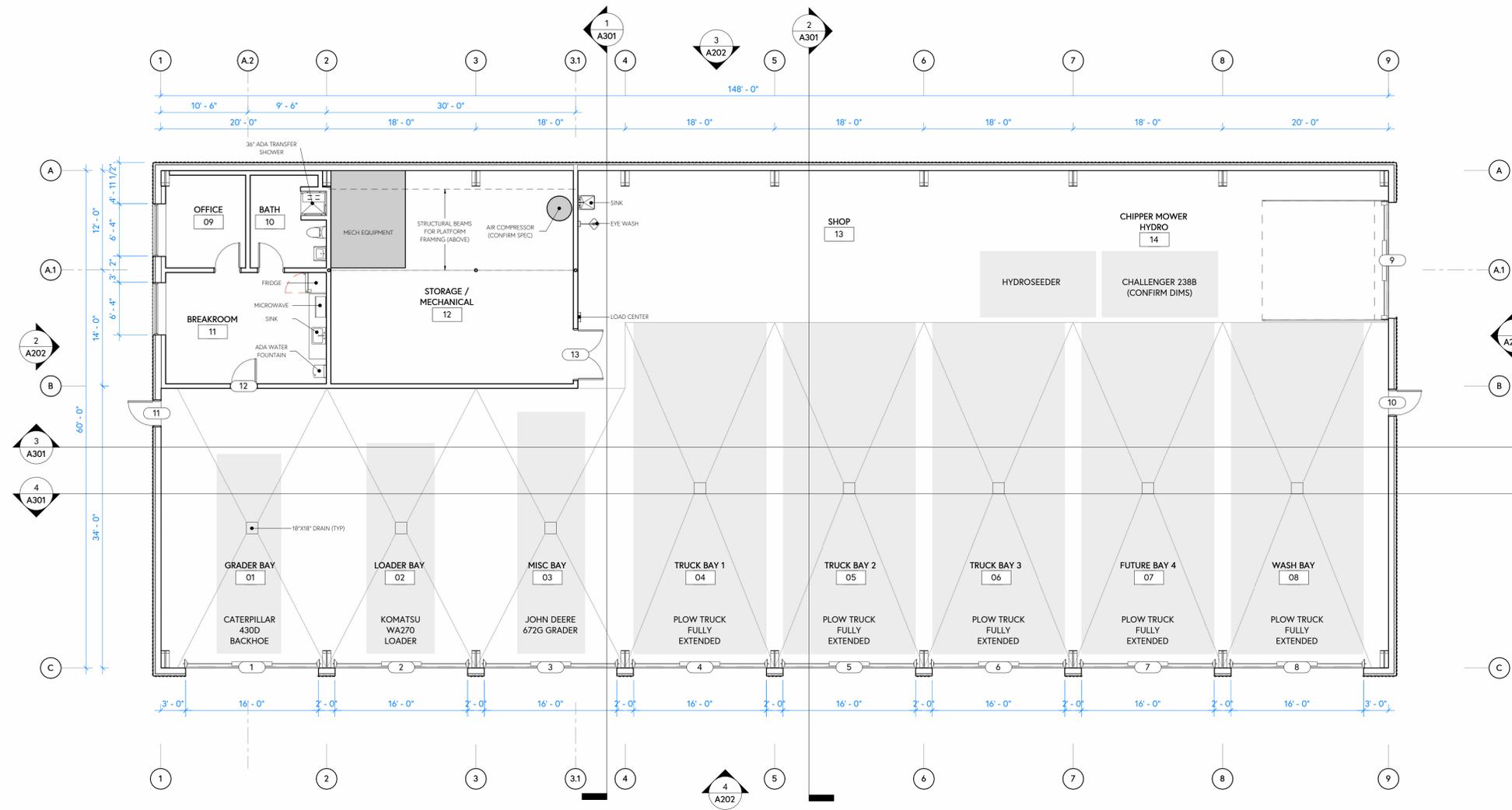




WAITSFIELD TOWN GARAGE  
 761 Tremblay Rd, Waitsfield, VT 05673  
 FIRST FLOOR PLAN - REDUCED HEIGHT

**BreadLoaf**

03/10/26



1 FIRST FLOOR PLAN  
 1/8" = 1'-0"

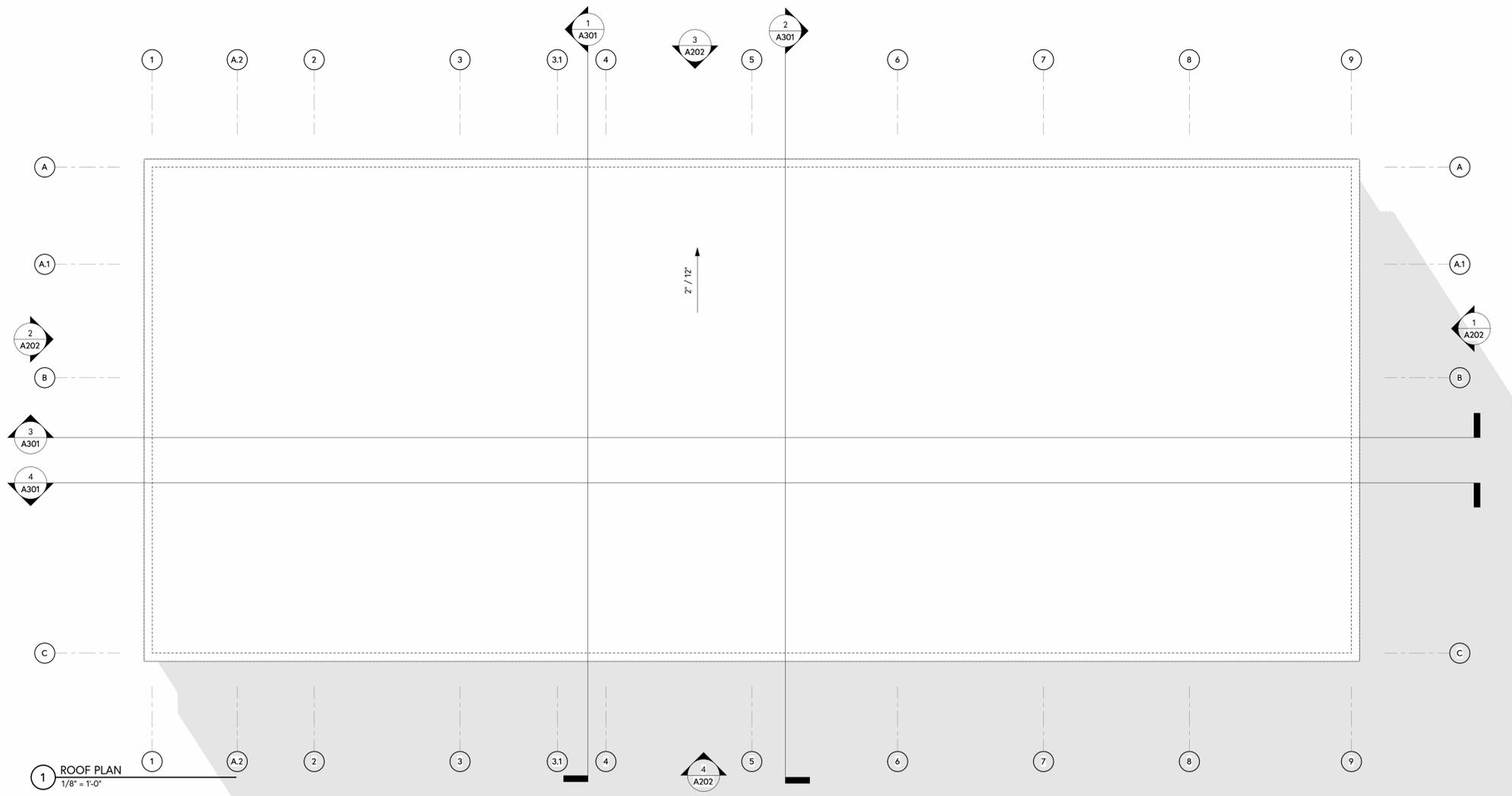
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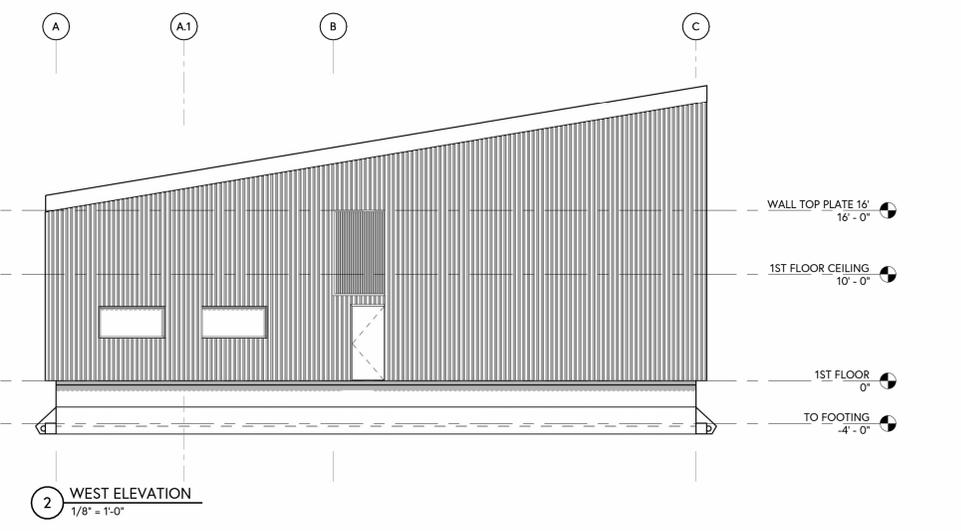
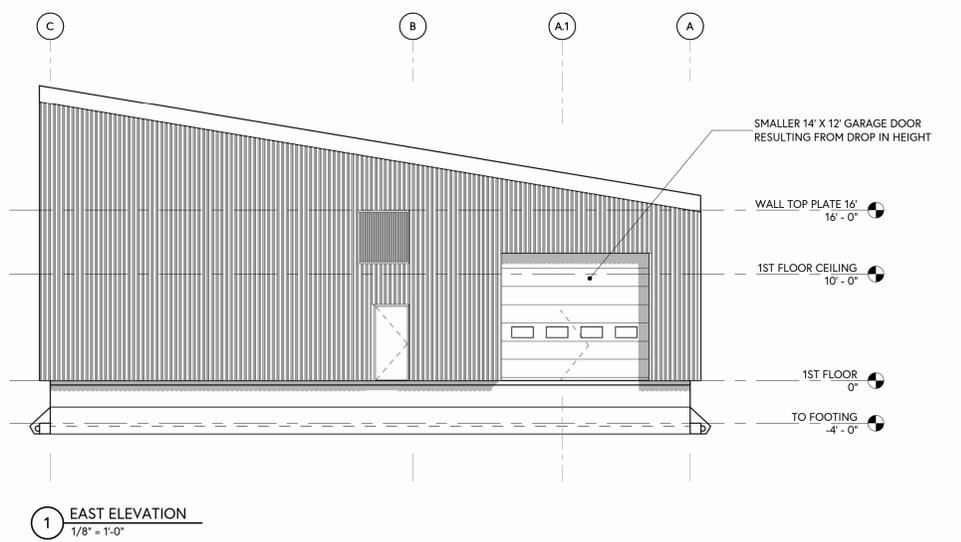
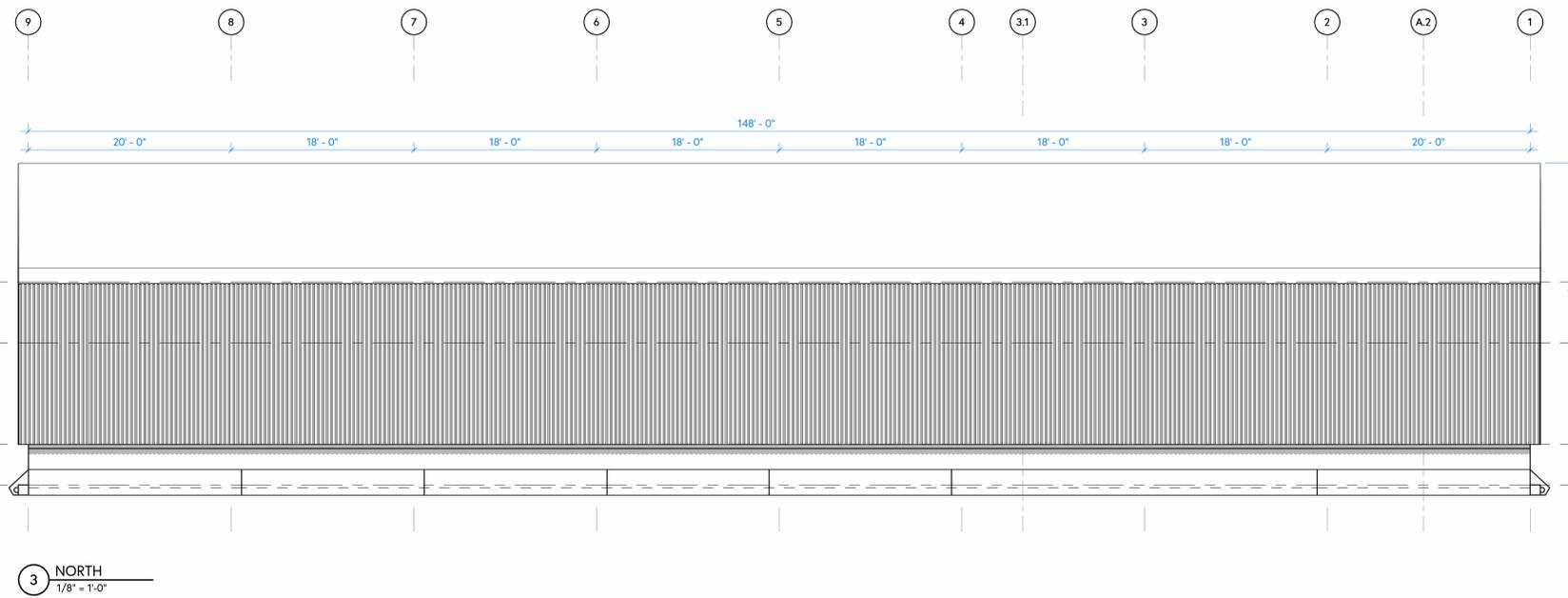
**ROOM SCHEDULE**

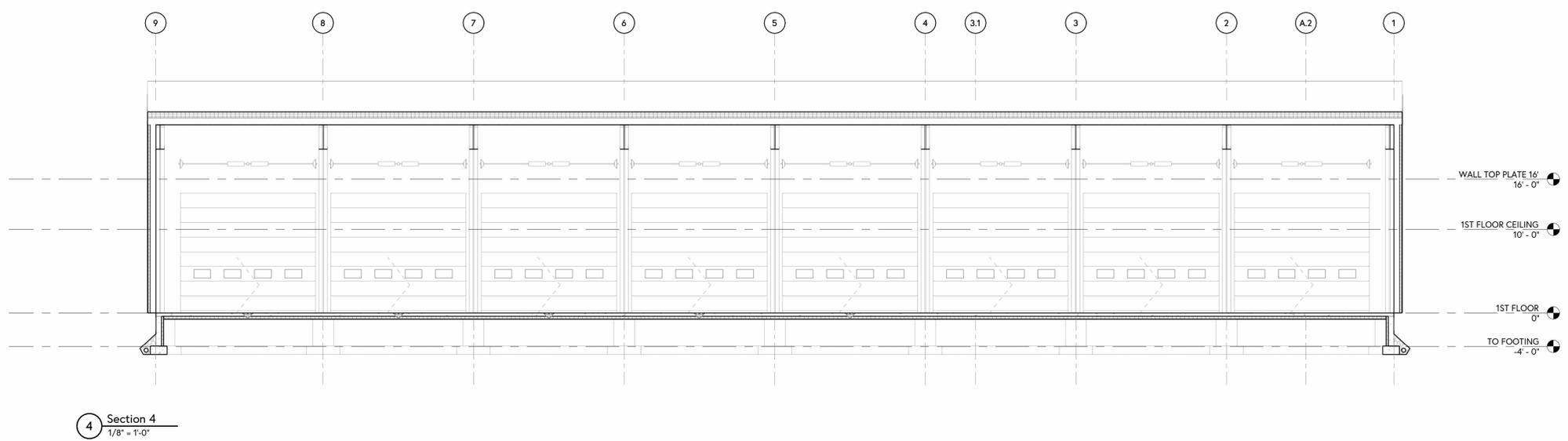
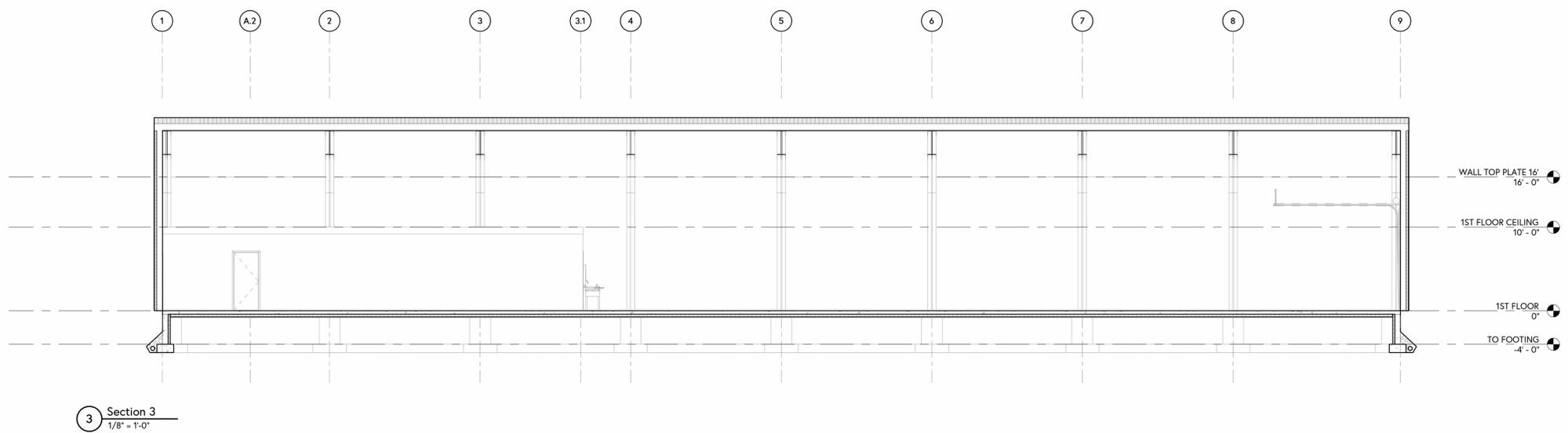
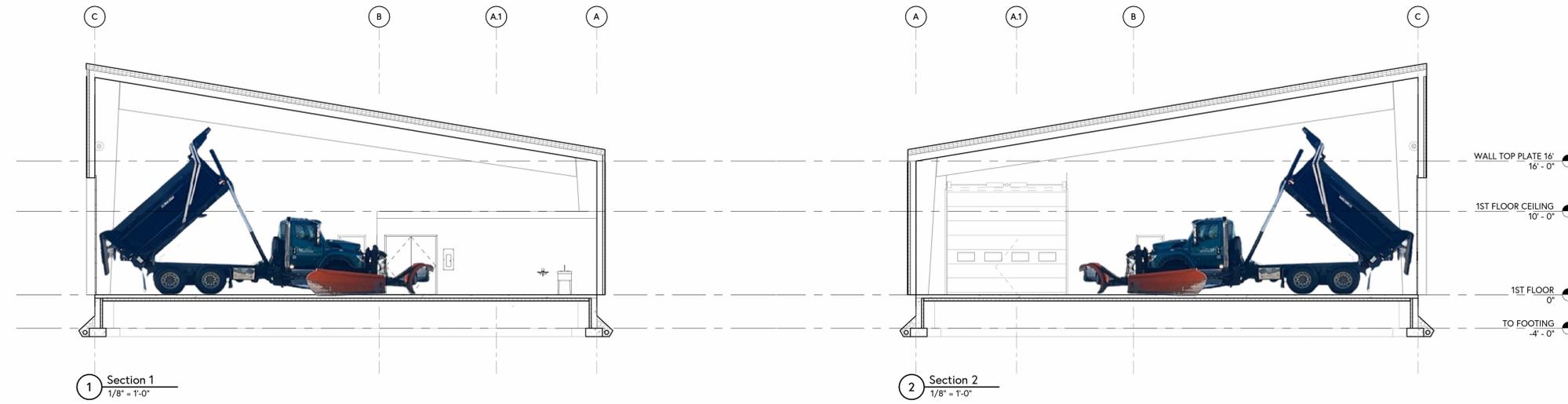
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14	CHIPPER MOWER HYDRO	1040 SF		
		8777 SF		

**Project Schedule - DOOR SCHEDULE - FEASIBILITY**

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1	14' - 0"	16' - 0"
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3	14' - 0"	16' - 0"
4	14' - 0"	16' - 0"
5	14' - 0"	16' - 0"
6	14' - 0"	16' - 0"
7	14' - 0"	16' - 0"
8	14' - 0"	16' - 0"
9	12' - 0"	14' - 0"
10		
11		
12		
13		
13		
14		







WAITSFIELD GARAGE PROPOSAL  
761 Tremblay Rd, Waitsfield, VT 05673  
SITE PLAN - FEASIBILITY

**BreadLoaf**

03/10/26



SITE PLAN LEGEND:

- 1= TANK ACCESS / FILLER POINT
- 2= ENTRANCE TO SPAULDING GREENWAY
- 3= ABOVE GROUND FUEL TANK
- 4= SINGLE PHASE OVERHEAD ELECTRIC LINES
- 5A= TOWN GARAGE (EXISTING)
- 5B= TOWN GARAGE (PROPOSED) 146' X 60'
- 6= ELECTRICAL PANEL, BACKBOARD FOR SOLAR ARRAY
- 7= STORAGE / CONTAINERS
- 8= MISCELLANEOUS MATERIALS / STORAGE
- 9= SOLAR ARRAY
- 10= MATERIAL STOCK PILES
- 11= WINTER SAND LOADER ACCESS POINT
- 12= SALT SHED (EXISTING)
- 13= WINTER SAND PILE
- 14= WINTER SAND SUPPLY ROAD



**1** SITE PLAN  
1" = 40'-0"



# PIKE INDUSTRIES, INC.

A CRH COMPANY

3 Eastgate Park Road, Belmont, NH 03220

An Equal Opportunity Employer

Established 1872

Phone: (603) 527-5100

Fax: (603) 527-5101

<b>To:</b> Town Of Waitsfield Vt.	<b>Contact:</b> Charle Goodman
<b>Address:</b> 9 Bridge Street Waitsfield, VT. 05673	<b>Phone:</b> 802-496-2218
	<b>Fax:</b> 802-496-9284
<b>Project Name:</b> Town Of Waitsfield VT 2026	<b>Bid Number:</b>
<b>Project Location:</b> Waitsfield Vermont	<b>Bid Date:</b>

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	Machine Pave	2,400.00	TON	\$92.73	\$222,552.00

**Total Bid Price: \$222,552.00**

### Notes:

- AC Price Adjustment shall be paid in its entirety to Pike Industries, Inc. per the Construction Contract. \$638
- Worldwide energy and petroleum markets continue to be volatile, consequently Pike Industries Inc. reserves the right to withdraw this quote if not accepted within 7 days. If we do not receive a response (acceptance subject to project award) to this quote in 7 days, it will become null and void.
- Pike Industries, Inc. reserves the right to adjust unit prices based on total revenues awarded.
- Price is valid through 2026
- Traffic Control, Fine Grading, Sweeping, Sawcutting, Layout, Structure Adjustments, Removal of Existing Curb, Sub Base Preparation and Fillets to be done by others
- Pike Industries, Inc. is not responsible for liquidated damages, or any disincentives associated with the work as quoted.
- Hot Mix Asphalt (HMA) as quoted is free of Refined Engine Oil Bottoms (REOB's). For more information regarding REOB's, a listing of states that have currently banned their use and potential detriments to HMA please go the following website:  
<http://commonwealthmagazine.org/transportation/004-laving-it-down-testing-it-later/>

### Payment Terms:

Net 30 Days

<p><b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b> <b>PII - NH (Belmont)</b></p> <p><b>Authorized Signature:</b> </p> <p><b>Estimator:</b> David Davlo (802) 272-0865 ddavlo@pikeindustries.com</p>
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Contact:

Tyler Whitcomb  
603-548-8729 CELL

Fax #  
802-655-0320



# QUOTE

<b>Date:</b>	2/10/2026
<b>Job/Project:</b>	Town of Waitsfield - 2026 Paving

**Quote Sent To:** Town of Waitsfield, VT  
4144 Main Street, Waitsfield, VT 05673

**Contact Phone:** 802-349-6084

**Contact:** Charlie Goodman

**Email or Fax:** [ceg3@goodmanconstructionvt.com](mailto:ceg3@goodmanconstructionvt.com)

Frank W. Whitcomb Construction Corporation shall provide the following material and services at stated prices:

Item No.	Description	Quantity	Unit	Unit Price	Extension
4.000	PAVING	2,310	TON	\$93.14	\$215,153.40
				<b>TOTAL</b>	<b>\$215,153.40</b>
	<i>Shim</i>				
	3/4" Avg.		Top 1.25"		TONS
	<b>TYPE IV</b>		<b>Type IV</b>		<b>TOTAL</b>
	NORTH ROAD (2,680 x 24)	300	540		840
	JOSLIN HILL ROAD (5,380 x 22)	550	920		1,470
					<b>2,310</b>

Additional Comments:

MOBILIZATION AND DEMOBILIZATION  
 RS-1 EMULSION INCLUDED BETWEEN EXITING PAVEMENT  
 BUTT JOINTS AND SWEEP PRIOR TO PAVING  
 TRAFFIC CONTROL AND FLAGGING INCLUDED  
 TONNAGES INCLUDE PAVING ALL INTERSECTIONS TO WHERE THE SIDEROAD BECOMES GRAVEL

**ALL PRICING SUBJECT TO VTRANS ASPHALT PRICE ADJUSTMENT SPECIFICATION  
 PRICING BASED OFF FEBRUARY 2026 INDEX OF \$638/ TON**

**EXCLUSIONS:**

SHOULDER GRAVEL AFTER PAVING  
 EXCAVATION OF PAVEMENTS OR GRAVELS PRIOR TO PAVING  
 TOWING OF VEHICLES PARKED ON SIDE OF ROADWAY  
 LINE STRIPING

Any applicable sales tax will be added to quoted price. The above quotations shall not be binding unless this contract is accepted by purchaser by signing and delivering the same to Frank W. Whitcomb Construction Corporation within 30 days. If by no fault of this Corporation, this contract is not performed within the construction year April - November 2026, the Corporation reserves the right to adjust this quotation.

Purchaser shall make interim payments for materials furnished or work performed in accordance with estimates or billings. Final payments shall be made within 30 days after completion of the work or delivery of the materials covered by this contract.

A MONTHLY FINANCE CHARGE OF 11/2% per month on a balance of \$500.00 or less (which results in an ANNUAL PERCENTAGE RATE OF 18%); or A MONTHLY FINANCE CHARGE OF 1% on a balance over \$500.00 (which results in an ANNUAL PERCENTAGE RATE OF 12%) will be charged on all past due balances. If the purchaser is in default under any of the terms of this contract, the purchaser shall be liable, in addition to all other sums, for the cost of collection including reasonable attorney's fees.

PURCHASER  
BY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

FRANK W. WHITCOMB CONST. CORP  
BY: **TYLER WHITCOMB**

SIGNATURE:



**TOWN OF WAITSFIELD**  
**ORDINANCE REGULATING DOMESTIC ANIMALS**  
Revised 9/22/25

Will take effect on - November 21, 2025

**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 voice-commanded new wording, 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:

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Adoption History

1. Agenda item at regular Selectboard meeting held on \_\_\_\_\_.
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.].

## Reappraisal Agreement

This agreement is made between the Town of Waitsfield, located in Washington County in the State of Vermont, hereafter designated as the “Town”, and New England Municipal Resource Center (NEMRC), for the completion of a reappraisal of all real property in the Town of Waitsfield.

### Witnesseth

That for and in consideration of the payments and agreements hereafter mentioned.

#### **I. Description of Work**

NEMRC will reappraise real property in Waitsfield using the NEMRC computer assisted mass appraisal (CAMA) system. NEMRC will utilize a market-modified cost approach to value property in Waitsfield. The cost tables will be Marshall & Swift cost tables provided by NEMRC under the State of Vermont contract with Property Valuation and Review (PVR). NEMRC may utilize other valuation techniques, such as comparable sales, regression and the income approach to substantiate the final values.

##### **a. Land Valuation:**

NEMRC will establish a land schedule based on recent sales in the Waitsfield area. The schedule will use an added value approach that allows for the calculation of the Housesite/Homestead value. The added value land schedule builds a curve by determining a series of benchmark points and developing linear equations between the points. Grade adjustments for land will be developed based on sales.

##### **b. Building Valuation:**

Building data will be collected using the established data set for the Marshall & Swift database. The Marshall & Swift data provides the basis for valuation using the cost approach. A time/location adjustment will be determined based on recent sales to adjust the cost tables to market value. A standard depreciation table developed for Vermont by NEMRC will be used for physical depreciation of residential dwellings.

The NEMRC system contains a market approach using comparable sales and the same Marshall & Swift data set. This may be utilized to add strength to the modified cost values.

##### **c. Data Conversion and Entry:**

The grand list data currently used by Waitsfield Listers will be used. Data entry will be completed by the NEMRC staff. NEMRC staff may use standard workstations, notebook computers and the NEMRC tablet system for updating data and pictures.

**d. Sketches:**

Each improved property will have a computer-generated sketch produced on a property record sheet using the APEX 7 sketching program. Upper and main floor areas of dwellings will be sketched.

**e. Digital Pictures:**

Digital pictures will be taken of the residential and commercial buildings, and significant outbuildings, and will be linked to the CAMA database by the NEMRC staff.

**f. Property Inspections:**

NEMRC will inspect all real property in Waitsfield. This includes both exterior and interior inspections when provided access to the interior of the dwelling. NEMRC will assist the Listers in determining the areas for mailing an inspection notification prior to completing inspections in a given area. The Listers office will complete the mailing notification. If the owner is not home at the time of the original inspection, a card stating that a visit was made, and how to make an appointment for an inspection, will be left at the time of each visit. The Waitsfield Listers office will contact property owners and make appointments for the property inspectors. Near the end of the reappraisal a notice may be sent to property owners that need an inspection with information on how to make an appointment.

**g. Online Property Data Verification (OPDV):**

NEMRC will utilize the Online Property Data Verification system for the reappraisal. This process allows property owners to verify their property data using an online system. Any discrepancies can be reported to the staff for correction or an inspection.

**h. Field Review Process:**

After completion of data collection and data entry, NEMRC will complete a thorough field review of all parcels in Waitsfield. This will consist of a drive-by of parcels to review data entered into the CAMA system and establish final values. After completion of the field review, a final review report will be generated to allow the Listers office to examine and question the final value determinations.

**i. Office:**

The Town of Waitsfield will provide office space. This office will include reasonable workspace, phone and wireless internet access, filing cabinets, and copies of records, as well as access to a copy machine and printer.

## **II. Timeframe/Costs**

The reappraisal will begin during July 2028, for completion in 2030. Change notices will be sent to meet State mandated timelines.

### **a. Timeline:**

The following is the tentative timeline for completion of the reappraisal (two years):

- July 2028 - April 2030 - Data Collection and Data Entry
- April - May 2030 – Field Review
- May 2030 - Final Review
- May 2030 – Pre-Hearings
- June 2030 - Lodge Grand List and Grievance Hearings

### **b. Cost of Reappraisal:**

The total cost of the reappraisal will be \$137,400. This includes inspections of all property, data entry, sales analysis and the development of schedules incorporated into the computer assisted mass appraisal system, digital pictures, and formal grievance and Board of Civil Authority hearings. These rates are based on a parcel count of 1,158 parcels, which does include exempt properties. Beyond this number parcels will be charged \$100 per parcel. Hearings requested beyond BCA hearings will be billed at \$150 per hour.

In the event the ski resorts appeal their assessment beyond the Board of Civil Authority, the Town will hire an appraiser with ski resort credentials to appraise the resort properties.

### **c. Payment Schedule:**

Payment will be a monthly rate of \$5,725 for a period of 24 months beginning July 2028.

## **III. Assistance from the Town of Waitsfield**

The role of the Lister's office will be extremely important in order to complete the project in a timely fashion. The Lister's will be involved with making appointments for inspections as needed, mailing postcards, making appointments for hearings and mailing notices.

The Lister's office will generate all reports (Cost, PRC) deemed necessary for properties to be included in the town files

The Town will provide copies of existing records in road or 911 orders. The Town will provide copies of tax maps.

#### **IV. Expenses Allocated to the Town of Waitsfield**

The Town of Waitsfield will be responsible for the expenses and salaries of the Town officials during the reappraisal.

The Town will be responsible for expenses relating to the purchase of computer hardware and software, and all necessary licenses and manuals for use by the Town.

The Town will be responsible for the cost of supplies such as paper, postcards, postage, and the production and mailing of change of appraisal notices. The Town will provide adequate space for pre-hearings and formal hearings.

NEMRC staff will have the capability to access the Assessor's computer system remotely either via the cloud, or the NEMRC Client Unattended Access.

It is agreed that nothing herein shall be construed to make any NEMRC staff person an employee of the Town of Waitsfield, but employees of NEMRC.

#### **V. Notices**

Any and all notices or other communications required or permitted by this Agreement or by laws to be served or given to either the Town or NEMRC by the other party shall be in writing and shall be deemed served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited with the US Postal Service by certified mail, return receipt requested, postage prepaid, addressed to the parties at the following addresses:

Town	Town of Waitsfield Waitsfield Town Clerk's Office 4144 Main Street Waitsfield VT 05673
NEMRC	NEMRC P.O. Box 360 Fairfax VT 053454

Either party may change addresses for purposes of this agreement by giving written notice of such change to either party.

The work shall not be assigned or sublet without previous consent of the Town of Waitsfield and shall not either legally or equitably assign any of the money payable under this agreement, unless by and with consent of the Town of Waitsfield.

## **VI. Additional Requirements**

### **a. Equal Employment Opportunity**

The contractor shall comply with the applicable provisions of Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended by Executive Order 11375 and as supplemented by the Department of Labor regulations (41 DFR Part 60). The contractor shall comply with all the requirements of Title 21, V.S.A., Chapter 5, Subchapters 6 and 7, relating to fair employment practices to the extent applicable. A similar provision shall be included in any/all subcontracts.

### **b. Insurance**

The contractor shall take out and maintain during the life of this project, such Comprehensive and General Bodily Injury Liability Insurance and Property Damage Liability Insurance as shall protect them and any employee for personal injury, including accidental death, as well as, from claims for property damage, which may arise from operations under this project, whether such operations by themselves or by any employee or by anyone directly or indirectly employed by them. The contractor shall have a minimum umbrella coverage of \$1,000,000 per occurrence.

### **c. Indemnification**

The contractor shall and hereby agree to indemnify, save harmless and defend the Town from the payment of any sum of money to any person whomsoever on account of claims or suits growing out of injuries to persons, including death, or damages to property caused by the contractor, the contractor's employees, agents of subcontractors or in any way attributable to the performance and prosecution of the work herein contracted for, including (but without limiting the generality of the foregoing), all claims for service, labor performed, materials furnished, provision and supplies, injuries to persons or damage to property, liens, garnishments, attachments, claims, suits, costs, attorney's fees, costs of investigation and of the defense.

## VII. Agreement

The Town of Waitsfield, Vermont has executed this Agreement between the Town of Waitsfield and NEMRC, for completion of a reappraisal of Waitsfield.

In witness whereof this agreement is entered into as of the dates listed below:

NEMRC

Town of Waitsfield, Vermont

Ed Clodfelter Date

\_\_\_\_\_ Date \_\_\_\_\_

**TOWN OF WAITSFIELD**  
**MINUTES OF ANNUAL TOWN MEETING**  
**MARCH 3, 2026**

Kari Dolan called the Annual Meeting to order at 9:04 a.m.

Charlie Goodman, III, led the body in the Pledge of Allegiance.

**Article 1: To elect a Moderator for the Town.** Paul Hartshorn nominated Kari Dolan, and the nomination was seconded by Fred Messer. There being no other nominations, nominations were closed, and Kari Dolan was elected by unanimous voice vote.

Ms. Dolan explained general information about the conduct of the meeting and the use of Robert's Rules of Parliamentary Procedure.

State Representatives Candice White and Dara Torre offered legislative updates and answered questions from voters.

Brian Shupe made a motion to move Article 7 ahead of Article 6 due to the language regarding the establishment of the All Hazards Recovery Reserve fund, and the motion was seconded by David Babbott-Klein. There was no discussion, and the motion to move Article 7 ahead of Article 6 was approved by unanimous voice vote.

**Article 2: To hear and act upon the reports of the Town Officers.**

The moderator referred to the reports of the Town Officers of various Boards and Commissions. Discussion ended on the Reports of the Town Officers, and the reports were accepted.

**Article 3: Shall the voters increase the term for Collector of Delinquent Taxes from a one-year term to a three-year term, pursuant to 17 V.S.A. § 2646(9), commencing after the 2027 Annual Town Meeting on March 2, 2027.** Brian Shupe made a motion to adopt Article 3, and the motion was seconded by David Babbott-Klein. Discussion ended, and the motion to adopt Article 3 was approved by unanimous voice vote.

**Article 4: Shall the voters approve a municipal budget of \$2,874,507 to pay the operating expenses and indebtedness of the Town, of which an estimated \$2,376,777 will be raised from property taxes?** Leslie "Mac" Rood made a motion to adopt Article 4, and the motion was seconded by Beth Phillips. Discussion ended, and the motion to adopt Article 4 was approved by majority voice vote.

**Article 5: Shall the voters authorize the Town to collect taxes on real property by four (4) equal payments made to the Treasurer as follows: one quarter (25%) to be paid without discount not later than Tuesday September 15, 2026; the second quarter (25%) to be paid without discount not later than Monday November 16, 2026; the third quarter (25%) to be paid without discount not later than Tuesday, February 16, 2027; with the remaining quarter (25%) to be paid without discount not later than Monday, May 17, 2027?** Mac Rood made a motion to adopt Article 5, and the motion was seconded by Brian Shupe. There was no discussion, and the motion to adopt Article 5 was approved by unanimous voice vote.

**Article 6: In the event the voters approve Article I, authorizing the establishment of Local Option Taxes pursuant to 24 V.S.A. §138(b), to be voted by Australian Ballot, shall the voters authorize the transfer of fiscal year 2027 revenue from Local Option Taxes in accordance with the following allocation:**

- 1. 35% to the Bridge & Culvert Reserve Fund;**
- 2. 20% to the Paving Reserve Fund;**
- 3. 15% to the All Hazards Recovery Reserve Fund;**
- 4. 15% to the Waitsfield-Fayston Fire Department Building Reserve Fund;**
- 5. 15% to the Road Department Facilities Reserve Fund.**

Charlie Goodman, III, made a motion to adopt Article 6, and the motion was seconded by Beth Phillips. Discussion ended, and Brian Voigt made a motion to amend the article by reducing the allocation of funds to the Bridge & Culvert Reserve Fund from 35% to 20% and allocating 10% toward the Restroom/Recreation/Conservation Reserve Fund and establishing and allocating 5%

toward the buy-down of property taxes for primary residents. Moderator Kari Dolan pointed out that, as written, the article allocates monies toward public infrastructure, not property taxes, deeming the amendment not germane. Mr. Voight modified his amendment by reducing the allocation of funds to the Bridge & Culvert Reserve Fund from 35% to 25% and allocating 10% toward the Restroom/Recreation/Conservation Reserve Fund, and the motion to amend Article 6 was seconded by Bobbi Rood. Discussion ended the motion to amend Article 6 was opposed by majority voice vote.

Discussion ended, and the motion to adopt Article 6, as originally written, was approved by unanimous voice vote.

**Article 7: Shall the voters authorize the creation of an All Hazards Recovery Reserve Fund to enable the Town to fund unanticipated expenses associated with damage to municipal infrastructure from future natural and man-made disasters and similar emergencies, and approve the transfer of \$10,000 to that fund from the general fund?** Brian Shupe made a motion to adopt Article 7, and the motion was seconded by Beth Phillips. Discussion ended, and the motion to adopt Article 7 was approved by unanimous voice vote.

**Article 8: Shall the voters authorize the Selectboard to enter into agricultural property tax stabilization agreements, for a period of one year, pursuant to 24 V.S.A. § 2741, with property owners whose tax stabilization agreements expired when the Town failed to renew prior agreements in March 2025.** Brian Shupe made a motion to adopt Article 8, and the motion was seconded by David Babbott-Klein. Discussion ended, and the motion to adopt Article 8 was approved by unanimous voice vote.

**Article 9: Shall the voters approve the sum of \$4,000 to Hannah's House, which provides mental health and counseling services to Town residents, pursuant to 24 V.S.A. §2691?** David Babbott-Klein made a motion to adopt Article 9, and the motion was seconded by Fred Messer. Discussion ended, and the motion to adopt Article 9 was approved by majority voice vote.

**Article 10: Shall the voters approve the sum of \$100 Our House of Central Vermont, which provides services to Town residents suffering from abuse, pursuant to 24 V.S.A. §2691?** Pam Barnard made a motion to adopt Article 10, and the motion was seconded by Mac Rood. There was no discussion, and the motion to adopt Article 10 was approved by unanimous voice vote.

**Article 11: Shall the voters approve the sum of \$15,150 to the Mad River Path Association for the support of a temporary (one year) project manager/implementation position, pursuant to 24 V.S.A. §2691, contingent on the Town of Warren, Vermont, also appropriating an equal amount for the same purpose?** Mac Rood made a motion to adopt Article 11, and the motion was seconded by Erica Stroem. Discussion followed, and Charlie Goodman, III, made a motion to end discussion, and the motion to end discussion was approved by at least two thirds of the assembly. The motion to adopt Article 11 was approved by majority voice vote.

**Article 12: To transact any other business that may legally come before the meeting.** Erica Stroem spoke on speeding problems in town.

Beth Phillips made a motion to recess the meeting at 12:39 p.m. until the closing of the polls for Australian ballot items at 7:00 p.m., and the motion was seconded by Charlie Goodman, III. The motion to recess was approved by unanimous voice vote.

#### ARTICLE I\*

**Shall the voters approve the Town of Waitsfield assessing a one percent (1%) Local Option Tax on sales, rooms, and meals and alcoholic beverages, pursuant to 24 V.S.A. §138(b), for the purpose of funding capital investments, capital reserves, and debt service to finance municipal infrastructure and capital projects?**

*\*This question is voted upon by Australian ballot.*

No action is required from the floor on this Article.

Title 17: Elections  
Chapter 055: Local Elections  
Subchapter 003: Local Elections Using the Australian Ballot System  
(17 V.S.A. § 2682)

“(f) When the same number of persons are nominated for any town office as there are positions to be filled, the presiding officer may declare the whole slate of candidates elected without making individual tallies, provided each person on the slate has more votes than the largest number of write-in votes for any one write-in candidate. (Added 1977, No. 269 (Adj. Sess.), § 1; amended 1979, No. 200 (Adj. Sess.), § 111; 2007, No. 54, § 14; 2013, No. 161 (Adj. Sess.), § 53.)”

I, declare the following candidates are elected for the positions and terms for which they were running on Town Meeting Day, March 3, 2026:

<b>Candidate</b>	<b>Elected Position</b>	<b>Term</b>
Charles “Chach” Curtis	Selectboard Member	3 years
Brian Shupe	Selectboard Member	2 years
Charlie Goodman, III	Lister	3 years
Jennifer Peterson	Delinquent Tax Collector	1 year
Caitlin Ennis	Library Trustee	5 years
J.B. Weir	HUUSD Director	3 years
Valerie Capels	Cemetery Commissioner	5 years
Vacant – no winner	Cemetery Trustee	3 years

**ARTICLE I RESULTS:**

<b>OFFICIAL SPECIAL MEETING BALLOT</b>	
In Favor	362
Opposed	168
Overvotes	0
Undervotes	4
	534

Respectfully submitted,

\_\_\_\_\_  
Jennifer Peterson  
Town Clerk

\_\_\_\_\_  
Date

Approved by the Selectboard: \_\_\_\_\_

1 **TOWN OF WAITSFIELD, VERMONT**

2 **Selectboard Meeting Minutes**

3 **Monday, March 2, 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:** Kari Dolan, Travis Napoli

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 No changes were made to the agenda.

16  
17 **2. Public Forum**

18 Travis Napoli asked if the Town has ever considered taxing non-residential homes in the village  
19 area. Board members noted that the Planning Commission is currently working on a Short-  
20 Term Rental ordinance, but that there is currently no consideration of associated taxation.

21  
22 **II. Public Informational Meeting Regarding Australian Ballot Articles for Town Meeting**

23 Mr. Napoli had some questions regarding the proposed Local Option Tax (LOT). Mr. Babbott-  
24 Klein confirmed that the property tax and a LOT are the only tax revenue sources allowed for  
25 Vermont towns. Further clarification of the proposed LOT was also provided.

26  
27 **III. Regular Business**

28 **1. Selectboard Schedule for March and April 2026**

29 It was agreed to hold Selectboard meetings on March 16 and 30, 2026, and to resume the  
30 regular meeting schedule in April.

31 **2. Town Meeting Preparation**

32 Board members reviewed with Ms. Dolan the Town Meeting Articles and the adjustments that  
33 would be necessary during the meeting. Other logistics of Town Meeting were discussed and  
34 agreed upon.

35  
36 Mr. Curtis reviewed the Town Meeting budget presentation.

37  
38 **3. Consent Agenda**

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

- 40
  - Approve Bills Payable & Treasurer's Warrants
  - Approve Minutes of 2.17.2026 Selectboard Meeting
  - Approve Minutes of 2.23.2026 Selectboard Meeting
  - Adopt HRA Resolution

45 **4. Town Administrator's Report**

46 Mr. Haverkamp explained that engineering contracts for the Center Fayston culvert work had  
47 been amended, and that the work will be scheduled for the spring for the culvert work, the  
48 Meadow Road Bridge work, and the Village Covered Bridge repairs.

49

50 **5. Selectboard Roundtable**

51 No topics were raised by Board members.

52

53 **IV. Adjourn**

54 The meeting adjourned at 8:06 pm.

55 Respectfully submitted,

56 Carol Chamberlin, Recording Secretary